

OUR REF RFQ/20/436  
ENQUIRIES Portia Semanya  
TELEPHONE 012 428 6179  
DATE 09 November 2021

The Bidder

**RFQ/20/436: APPOINTMENT OF SERVICE PROVIDER FOR THE URGENT REPAIRS WORK AT QBLOCK AT SABS**

The South African Bureau of Standards (SABS) hereby invites you to submit a quotation for urgent repairs work at QBLOCK.

The details of the service to be provided is in the attached Request for Quote, **RFQ/20/436**

Please note the following:

**Bidder must submit the following documents with the quotation for evaluations:**

- Treasury Central Supplier Database (CSD) registration report/number
- A valid copy of BBBEE Certificate OR affidavit from Commission of Oath
- SBD 6.1 Preference points claim form in terms of the Preferential procurement Regulation 2017
- SBD 9 Certificate of Independent Bid Determination
- Annexure A- Declaration of interest
- Annexure B- Non- Disclosure agreement

Yours sincerely,

Portia Semanya

**SOUTH AFRICAN BUREAU OF STANDARDS** – Established in terms of Section 2 of the Standards Act, 1945, as amended

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PO Box 615, Rondebosch,  
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## **1. Background**

The SABS is a statutory body established in term of Standards Act, 1945 (Act No. 24 of 1945) and continues to operate in terms of the Standards Act, 2008 (Act No. 8 of 2008) as the national standardization institution in South Africa, mandated to:

- develop, promote and maintain South African National Standards;
- promote quality in connection with commodities; and
- render conformity assessment services and matters connected therewith.

## **2. Request for Quotation (RFQ)**

This RFQ serves as an invitation to submit a quotation for the urgent repairs work at QBLOCK, the SABS subject to the SABS Standard Terms and Conditions, of which a copy is available on [www.sabs.co.za](http://www.sabs.co.za), accessible through the link: [https://www.sabs.co.za/Procurement/proc\\_toc.asp](https://www.sabs.co.za/Procurement/proc_toc.asp)

The Bidder is requested to supply its quotation, in writing, by the date specified. Should the Bidder require any clarification, the clarification should be submitted by e-mail to the Procurement Specialist identified in this document.

By submitting a quotation in response to this RFQ or participating in this RFQ process, the Bidder accepts that it is subject to and bound by all the terms and conditions contained in this RFQ document.

## **3. Confidentiality**

This document may not be used for any purpose by the Bidder other than for developing their response to it, and all reasonable efforts must be taken by the Bidder to ensure confidentiality of any information provided. This document and any other information of a confidential nature provided to the Bidder during the course of RFQ process are and will be covered by the non-disclosure agreement to be signed between the SABS and the Bidder.

## **4. No Contract**

Bidders shall note that this RFQ does not commit the SABS to any course of action resulting from the receipt of quotations and the SABS may, at its discretion reject any submission which does not conform to instructions and specifications which are contained herein or select a Bidder based upon its own unique set of criteria. The SABS also reserves the right not to select a bidder.

Nothing in this document shall be construed as a contract between the SABS and the Bidder, and no communication, whether verbal or written, by the SABS personnel or agents during the course of this process shall create such a contract in respect of the requirements specified in this RFQ.

## **5. No Obligation to Proceed**

The SABS reserves the right to discontinue the RFQ evaluation process at any time and will not be responsible for any losses incurred by the Bidder as a result of discontinuance of the RFQ process

## 6. Validity of Proposals

The Bidder's quotation shall remain valid for a period of one hundred and twenty (120) days from the closing date. The SABS may at any time prior to the expiry of the bid validity period, extend the above validity period by sixty (60) days by written notice to the Bidders. In that event, the SABS will not require any consent from the Bidders, and bidders will not be required or permitted to amend any of their quotations.

The SABS retains the right, but is under no obligation, to request Bidders to extend the validity periods of their quotations, prior to expiry thereof, if it has already invoked the extension referred to above and it is in the SABS' interest to further extend the bid validity period. Such request shall be in writing. The Bidder is not obliged to extend the validity period. Also, bidders will not be required or permitted to amend any of their quotations.

## 7. Scope of Service

**Scope of work attached on Annexure B**

### Evaluation of the RFQ

#### Stage 1: Mandatory evaluation

- CIDB Grading, **3 GB OR Higher**
- Valid COIDA Certificate

#### Stage 2: Returnable documents

- Signed Non-disclosure agreement
- Declaration of Interest
- CSD Report
- SBD 6.1
- SBD 9

#### Stage 3 – Technical/Functionality Evaluation

Responsive services providers will be evaluated on functionality. The minimum score for functionality is 80%, Bidders who do not achieve the 80% threshold on technical evaluation will be automatically disqualified.

Bidder must clearly respond to each of the be low, this will be strictly reviewed and scored according to the overall feedback provided in the proposal ***and clearly numbered in the Table of contents***

**Bidders will be evaluated on a scale of 0 – 5 where; 0 = very poor, 1 = Poor; 2 = Average; 3 = Good; 4 = Very good and 5 = Excellent**

Evaluation Criteria	Application 0 = Very Poor; 1 = Poor 2 = Average; 3 = Good; 4 = Very Good; 5 = Excellent	Weights %
Contractor Experience 3GB OR Higher	<p>Score will be based on successfully executed and completed building Projects over the last five years of which details are provided, The Contractor will demonstrate experience on similar projects successfully completed within the last 5 years</p> <p>Score:</p> <p>1 = 2 or less similar type of construction projects at the same or higher value completed in the last 5 years or non-submission; 2 = 3 similar type of construction projects at the same or higher value completed in the last 5 years; 3 = 4 similar type of construction projects at the same value or higher completed in the last 5 years. 4 = 5 similar type of construction projects at the same value or higher completed in the last 5 years; 5 = 6 or more similar type of construction projects at the same value or higher completed in the last 5 years.</p> <p><b>Attach Appointment letters, Payment certificates, Completion Certificates and/or final accounts references of previously completed construction projects as evidence of performance</b></p>	<b>30%</b>
Qualifications of Key Staff (assigned site personnel) in relation to the scope of work	<p>Score will be based on qualifications, years of experience on building/ construction projects,</p> <p>1 : Certificate (N3 to N6) in Building/ Construction 2: Certificate (N6) in Building/ Construction 3: National Diploma in Building /Construction 4: B Tech / B Eng. in Building / Construction 5: Registered Built Environment Professional</p>	<b>20%</b>
Project Methodology	<p>Score will be allocated for a project specific Project Methodology highlighting the logistic activities, factory inspections, site installation and commissioning activities :</p> <p>1 = No project methodology provided 2 = Inadequate/Unrelated Methodology provided; 3 = Generic Project methodology provided not aligned to the scope; 4 = Detailed project methodology aligned to the scope of work, highlighting risks; 5 = Detailed project methodology aligned to the scope of work, highlighting risks and mitigation measures.</p>	<b>30%</b>
Client Satisfaction Letter	<p>Points allocated for a submitted Client Satisfaction Letters</p> <p>Reference letters, must include the following:</p> <ul style="list-style-type: none"> <li>a) Official client letter head</li> <li>b) State the quality of work</li> <li>c) Name and details of the contact person</li> <li>d) Email address of contact person</li> </ul> <p>5 = Submission of letter from at least 5 + clients 4 = Submission of letter from at least 4-5 clients 3 = Submission of letter from at least 2-3 clients 2 = Submission of letter from at least 2 clients 1 = Submission of letter from at least 1 client</p>	<b>20%</b>
<b>Total</b>		<b>100%</b>

## STAGE 4 – EVALUATION ON PRICE AND BBBEE (Preference Point System 80/20)

### 8. Milestones of the project

MILESTONES	DATE AND E-MAIL ADDRESS
Closing Date and Time	<b>16 November 2021 at 11:00am, No late submissions will be accepted.</b>
Method of submission.	Responses should be submitted electronically to <a href="mailto:portia.semenya@sabs.co.za">portia.semenya@sabs.co.za</a> and <a href="mailto:Procurement.request@sabs.co.za">Procurement.request@sabs.co.za</a> <b>It is the Bidder's responsibility to ensure that the email is received on time by SABS.</b>

### 9. Preference Points

Bids will be evaluated in terms of the Preferential Procurement Policy Framework Act, 2000, 80/20 preference systems.

### 10. Contact information

All enquiries regarding this RFQ must be e-mailed/directed to [portia.semenya@sabs.co.za](mailto:portia.semenya@sabs.co.za). Bidders must not contact any other SABS' personnel regarding this RFQ, as it may lead to the Bidder's disqualification. Also note that any canvassing by Bidders/Suppliers regarding this RFQ will result in disqualification.

### 11. Advance payment

The SABS will not make an upfront or advance payment to a successful Bidder. Payment will only be made in accordance to the delivery of service or goods that will be agreed upon by the SABS and the successful Bidder.

### 12. Responsibility for costs

Under no circumstances shall the SABS be responsible for any of the Bidder's costs associated with the preparation and/or submission of its quotation, including any costs incurred by the Bidder prior to the signature, by both parties, of an agreement resulting from a successful bid.

### 13. Bidder's contractual terms

The SABS will not be bound by any legal or contractual terms as may be included in the Bidder's quotation, in response to this RFQ. The quotation shall remain valid and fixed for a period of not less than hundred and twenty (120) days from the submission date.

## ANNEXURE A - DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative:  
.....
  - 2.2 Identity Number:.....
- 1“State” means –
  - (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
  - (b) any municipality or municipal entity;
  - (c) provincial legislature;
  - (d) national Assembly or the national Council of provinces; or
  - (e) Parliament.
- 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>, member):  
.....
- 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:  
.....
- 2.5 Tax Reference Number: .....
- 2.6 VAT Registration Number: .....
- 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3
- 2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**
  - 2.7.1 If so, furnish the following particulars:  
  
Name of person / director / trustee / shareholder/ member:  
.....  
Name of state institution at which you or the person connected to the bidder is employed:  
.....  
Position occupied in the state institution: .....

Any other particulars:

.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

<sup>2</sup>“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....  
.....  
.....

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....  
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars

.....  
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.10.1 If so, furnish particulars.

.....  
.....

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

2.11.1 If so, furnish particulars:

.....  
.....

**3 Full details of directors / trustees / members / shareholders.**

<u>Full Name</u>	<u>Identity Number</u>	<u>Personal Income Tax Reference Number</u>	<u>State Employee Nr / Persal Nr</u>

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....  
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS  
DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



## ANNEXURE B - NON DISCLOSURE AGREEMENT

THIS AGREEMENT is made BETWEEN

The South African Bureau of Standards (SABS), an Public Entity that continues to exist in terms of section 3 of the Standards Act 2008, whose principle place of business is at 1 Dr Lategan Road, Groenkloof, Pretoria, 0001, South Africa.

AND \_\_\_\_\_ (“the Supplier”) whose registered office is at

\_\_\_\_\_  
(Hereinafter referred to as the “parties”)

WHEREAS in the course of discussions and/or negotiations with the South African Bureau of Standards, the Supplier has received or may receive in future information relating to this **RFQ/20/436** for the South African Bureau of Standards and other related information hereinafter referred to as “Confidential Information”.

In consideration of the Supplier to-which the South African Bureau of Standards or any person affiliated with it, including its subsidiary, agent, representative(s) or such related entity may provide Confidential Information in connection with such discussions and/or negotiations to. Therefore the parties wish to agree as follows:

1. The Supplier will maintain strictly secret and confidential all information relayed or transmitted to it in any manner or form and will not divulge any part of the Confidential Information directly or indirectly to any person, firm or entity (other than such of its employees who have a need to know the Confidential Information for the purposes of fulfilling the Supplier’s obligation to the South African Bureau of Standards.
2. The Supplier shall not make copies of the Confidential Information or otherwise disseminate any of the Confidential Information (except as may be required to fulfil specific obligations towards South African Bureau of Standards) without South African Bureau of Standards express prior written consent.
3. This agreement applies to information whether or not such information is marked as or appears to be confidential and whether or not such information is of commercial use to South African Bureau of Standards or any other party.
4. This agreement shall not apply to information which:-
  - (a) the Supplier can show had been lawfully received by it prior to disclosure under this agreement.
  - (b) is in the public domain or becomes so otherwise than through breach of this agreement;
  - (c) was disclosed to the Supplier by a third party who was under no obligation of confidence in respect thereof;
5. The South African Bureau of Standards retains ownership of Intellectual property rights on all material and processes relating to the service provided for and on its behalf by the supplier.

6. The Supplier shall observe its obligations under this agreement until expiry of a period of 12 months from the date of signature.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate.

Signed at..... on this.....day of .....2021

On behalf of the South African Bureau of Standards ..... (signature) Portia Semanya

Witness 1. ....

Witness 2. ....

Signed at..... on this.....day of .....2021

Signed on behalf of the Supplier, duly authorised thereto..... (signature)

..... (name) ..... (title)

Witness 1. ....

Witness 2. ....

## SBD 6.1

### PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

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#### 1.1 GENERAL CONDITIONS

- a) The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.2 Points for this bid shall be awarded for:

#### 2.

2.1 The following preference point systems are applicable to all bids:

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

(a) Price; and

(b) B-BBEE Status Level of Contributor.

2.2 The maximum points for this bid are allocated as follows:

**2.2.1 Price - 80**

**2.2.2 B-BBEE Status Level of Contributor- 20**

**2.2.3 Total points for Price and B-BBEE - 100**

2.3 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

2.4 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 3. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an

organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a bidder to provide goods or services in accordance with specifications as set out in the tender/ RFQ documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

#### 4. POINTS AWARDED FOR PRICE

##### 4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

#### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

## 6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

## 7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 5.1

- 7.1 B-BBEE Status Level of Contributor: . = .....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by relevant proof of B-BBEE status level of contributor)

## 8. SUB-CONTRACTING

- 8.1 Will any portion of the contract be sub-contracted?

**(Tick applicable box)**

YES		NO	
-----	--	----	--

- 8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

**(Tick applicable box)**

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....  
 .....

COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.6 Total number of years the company/firm has been in business:.....

9.7 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

- 1. ....
- 2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

# CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> *Includes price quotations, advertised competitive bids, limited bids and proposals.*

<sup>2</sup> *Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.*



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Quotation Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.

**<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder



PROJECT: SABS GROENKLOOF: Q-BLOCK EMERGENCY  
REPAIR WORKS

## 1. INTRODUCTION

The purpose of this document is to outline the scope of work (SOW) and specification for the structural remedial works at the SABs Groenkloof Campus (Head Office) Q Block Structural Remedial Works. The SABs Groenkloof campus is located on 1 Dr Lategan Road, Pretoria in the Gauteng Province.

The Q Block building is the newest block on this campus, it was constructed about 10 years ago. The structure consist of a reinforced concrete (RC) frame with brick infills. The building has a ground floor used as a parking, three floors and a roof slab. The building has balconies on the first, second and third levels on the northern side. The design structural engineers was Aurecon. A structural inspection was conducted and various findings that were observed, with only one main structural concern. The structural concern is the rotational lateral movement (tilting) of a façade wall on the North Easter corner of the Q Block. The possible cause is that the level three and possibly the fourth level cantilevering balconies are deflecting thus causing the brick wall to tilt. This has become a health and safety concern.

This documents seeks to outline the SOW and specifications for the structural remedial works for the tilting wall.

## 2. SCOPE OF WORKS

The scope of work is as follows:

### Structural Remedial Works

- Demolish the unsafe brick wall between level two & three and between level three and roof
- Install a single pile with capacity of 400kPa and a pile cap
- Jack up the cantilever balcony slabs and install 152x152x37 H column from the pile cap to the roof soffit, progressively
- Install 152x152x37 H aesthetic steel column in line with the walkway columns
- Rebuild the demolished brick wall

### Fire Installations

- Repair of Fire Detection System including replacement of all defective components.
- Commissioning of entire Fire Detection system.
- Repair of aluminium Fire Escape doors.
- Installation of emergency lighting at the fire escape stairs.
- All fire detection remedial works to be carried out in accordance with relevant SANS regulations.

## 3. CONSTRUCTION

### 3.1. GENERAL REQUIREMENTS

- Tenderers are advised to visit the site and to satisfy themselves, in conjunction with the drawings of the nature and extent of the works to be done.
- The Contractor is advised to check all dimensions and heights on site affecting the existing buildings against those indicated on the plans as he will be held responsible for all new work being of the correct sizes.
- Contractor must ensure that the piling rig can access the proposed new pile position with first floor balcony overhead at about 3500mm high.

- In taking down and removing existing work, the utmost care is to be observed to avoid any structural or other damage to the remaining portion of the building.
- The Contractor must protect all work not removed, such as walls, floors, tiles, windows or other joinery or fittings etc., from damage during the progress of the work and provide all necessary material for so doing.
- All excavated material, rubble and general building materials will be removed from site unless specifically stated otherwise.
- The contractor shall be responsible for establishing the exact position of all services within the site of works. Where existing services maybe exposed, contractor must sufficiently protect these services. Should any of these services be damaged, the contractor will be held responsible for the repair thereof.
- Should there be any doubt regarding the below specification, the tenderer should consult the Engineer and have the matter clarified before submitting the tender.

### 3.2. DEMOLITIONS – C1

- Contractor must provide a demolitions methodology before moving plant
- Break down and remove the unsafe 230mm brick wall on site on the second and third floor North Eastern corner. The brick wall is built on a cantilever balcony slab that is suspected to be deflecting thus causing the brick wall to rotate out of position. Contractor to transport material to a site identified by contractor and dump.
- Lift up the existing paving in the area to be affected by excavations.
- Lift up balcony tiles affected by the new column installation.

### 3.3. REMEDIAL WORKS – C2

- Set out the position of the new pile.
- Excavate the ground to the level of the overcast pile, allowing sufficient working space around the pile.
- Design and install a pile by an approved piling contractor with 400kN service load capacity. Contractor must allow for integrity test and must be signed off by a Professional Engineer.
- Pile length, strength, reinforcement and size must be confirmed to the design engineer.
- Excavate further to the bottom of the pile cap.
- Breakdown the pile overcast to pile cut-off level, 75mm into the pile cap.
- Cast the pile cap and the stub column using 30MPa/19mm concrete.
- Jack up the first floor cantilever slab to level and install the 152x152x37 H steel column from pile cap to the underside of first floor slab.
- Repeat the jacking up of cantilever slab and installing of the 152x152x37 H steel column for 1<sup>st</sup> floor, 2<sup>nd</sup> floor and 3<sup>rd</sup> floor respectively.
- Install the R.C foundation and stub column for the aesthetic column in line with the entrance canopy column.
- Backfill to specification, relay paving and gardening to same as existing and make good.

#### Requirements:

- Concrete used in piles should have a minimum characteristic strength (at 28days) of 25 MPa minimum and reinforcement yield strength of 450 MPa.
- Pile rebar must extend a minimum of 32 x diameter above the cut of level.
- Integrity test must be conducted on the pile.
- Pile must be signed off by a Professional Engineer/Technologist registered with ECSA.

- Brick specification and sample must be submitted for the engineer's and client's approval before ordering.
- The Contractor is to submit a mill test certificate verifying the structural steel grade from the steel manufacturer.
- Steel columns to be primed and painted with two coats of enamel paint to specifications.

#### 3.4. MASONRY – C3

Rebuild brick wall with wall-ties on 2nd and 3rd floor as it was, using same as existing brick quality, colour and laid in accordance to best practices. Bricks should be free of cracks, chips, exposed stones and other surface defects.

At completion the brickwork shall be cleaned down with spirits of salts and water using a wire brush.

#### 3.5. TILING – C4

Replace the 300x300 non-slip ceramic tiles damaged during installation of new steel column including a 100mm skirting. The tiles to be exactly same colour and texture as existing, true and regular in shape and free from cracks, blemishes, chips, or other defects and laid strictly in accordance with the manufacturer's instruction in an approved epoxy mortar, and flush pointed.

### 4. MATERIALS

All materials used must be SABS approved and used in strict accordance to the manufacture's specification.

### 5. PLANT AND EQUIPMENT

All tools, equipment, support work, barricades, protective gear and masks needed for the execution of the work shall be provided by the Contractor for the duration of the contract.

### 6. STATUTORY REQUIREMENTS

The Complete works will comply with the specifications and requirements of:

No	Description	Document Number
1	Standardized specification for civil engineering construction	SANS 2001 & SABS 1200
2	The Application of the National Building Regulations	SANS 10400 (Part B)
3	The Occupational Health and Safety Act	Act 85 of 1993, as amended

**This detailed specification and the drawings forming part of the tender documents.**

Deviation from this specification must immediately be reported to the Engineer.

### 7. BIDDER REQUIREMENTS

The following Requirements must be met by the bidder:

- Refer to Mandatory evaluations and technical evaluations on the document

### 8. HEALTH AND SAFETY

The contractor's attention is drawn to the provisions of Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a

documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works.

The Contractor will be held solely responsible for any damage to persons or property and for the safety of the portions of the existing buildings throughout the whole of the Contract, and must make good at his own expense any damage that may occur.

The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification.

The contractor shall:

- Comply with the health and safety specification for the works
- Prepare and agree with the health and safety consultant's health and safety plan for the works
- Co-operate with the employer's health and safety consultant in all respects
- Manage the compliance of all subcontractors with the regulations and with the health and safety plan an specification
- Conform to the conditions contained in the employer's health and safety specification

## **9. PRICING INSTRUCTIONS**

This Schedule of Quantities forms part of the Tender Document and must be read and used in conjunction with the Conditions of Tender, Conditions of Contract, Specification and Drawings.

A price and a unit rate must be filled in against each item in the Schedule of Quantities. Items which are not priced will be accepted as being covered by the Tenderer by other prices and unit rates in the Schedule of Quantities.

The unit rates and prices as tendered in the Schedule of Quantities must cover all the Tenderer's obligations under this Contract and must include full compensation for all provisional costs, temporary work, transport, labour, material, plant, equipment, housing and all matters and obligations of any nature necessary for the construction, completion and maintenance of the Works as well as for any loss or damage resulting from the nature of the work, weather conditions, floods, etc.

Tenders will be evaluated on the unit rates tendered for each item and not on the Tender price. In the case of arithmetic mistakes in the Tenderer's tender the unit rates will be taken as correct and the Tender Amount accordingly adjusted.

Where a unit rate is required for an item in the Schedule of Quantities and the Tenderer fails to fill in the unit rate under the unit rate column but simply fills in a total amount under the amount column, this amount will not be valid and will not be included in the calculations for the corrected Tender amount.

The quantities in this Schedule are approximate and the Employer does not undertake, explicitly or by implication that the actual quantity of work corresponds with the aforementioned quantities. The Employer reserves the right to alter or omit any quantity or class of any section of the work.

The Contract Amount for the completed Contract will be calculated from the actual quantities of work done and will be valued by applying the unit rates tendered opposite every item in the Schedule of Quantities.

The quantities are re-measurable.

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
SANS 1200 AA		<b>PART 1: PRELIMINARY &amp; GENERAL</b>				
	1,1	Contractor's establishment on site including providing everything necessary for the proper execution of the contract as specified				
		a) Fixed charge items	Sum	1		
		b) Value related items	Sum	1		
		c) Time related items	Sum	1		
	1,2	Erect and maintain hoarding comprising 1.8m diamond mesh fence and gates covered with shade cloth around area of works and maintain for duration of contract.	m	50		
	1,3	Contractor's compliance with the provisions and requirements of the Occupational Health and Safety Act, 1993. The employer shall prepare a documented health and safety specification for the works. The contractor to comply with the Health and safety specification for the works; prepare the health and safety plan; conform to the conditions contained in the employer's health and safety specification	Sum	1		
	<b>NOTE:</b>	The Contractor will be allocated a portion of the SABS site for storage, ablutions, etc. and shall erect and remove on completion all necessary stores, security fencing, etc. Under no circumstances will the Contractor be permitted to extend his activities outside the allocated area.  <u>Programme:</u> Ten (10) weeks  <u>Drawings</u> 34020-02-201-01-01				
<b>PART 1 TOTAL CARRIED FORWARD TO SUMMARY</b>						



PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		<b>PART 2: STRUCTURAL REMEDIAL WORKS</b>				
		<u>ALTERATION</u>				
C1	2,1	Breaking down and removing the unsafe 230mm external brickwall	m <sup>2</sup>	40		
C1	2,2	Lift up paving blocks, store later use, reinstate later, reseal and make good	m <sup>2</sup>	5		
		<u>EXCAVATIONS</u>				
C2	2,3	Hole excavation in earth not exceeding 2m deep	m <sup>3</sup>	10		
C2	2,4	Back filling using in-situ material, compacted to 93% Mod AASHTO density		8		
C2	2,5	keep excavations free of water		ITEM		
SABS 1200 F		<u>PILES</u>	No	1		
	2,6,1	Install pile (capacity 400 kN)	No	1		
	2,6,2	Integrity test		ITEM		
		<u>CONCRETE</u>				
C2	2,7,1	Reinforced Concrete (30MPa/19mm)	m <sup>3</sup>	1		
	2,7,2	test cubes	No	6		
	2,8	Rough Formwork to sides (pile caps)	m <sup>2</sup>	2,5		
	2,9	Smooth Formwork to sides (stub column)	m <sup>2</sup>	4,5		
	2,10	<u>REINFORCEMENT</u>				
	2,10,1	Mild Steel R10 mild steel bars	kg	20		
	2,10,2	High Tensile Steel Y12 bars	kg	25		
		Y16 bars	kg	25		

	2,10,3	M20 Chemical anchors using ABE epidermix 396, or similar approved	No	12		
C2	2,12	<u>STRUCTURAL STEELWORK</u> 152x152x37 H-section column (Welded columns in single lengths with flat base and cap plates, including grout and bolted into or through concrete. Bolts to include nuts and washers)	t	0,9		
C3	2,11	<u>MASONRY</u> One brick wall built in English bond including wire tires and brickforce, using brick with nominal strength of 7Mpa in class II mortar	m <sup>2</sup>	40		
C4	2,13	<u>TILING</u> Remove and replace damaged tiles - 300x300 ceramic exterior (slip resistant) tiles with same as existing	m <sup>2</sup>	3		
<b>PART 2 TOTAL CARRIED FORWARD TO SUMMARY</b>						

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		<b>PART 3: FIRE DETECTION REMEDIAL WORKS</b>				
		<u>INSPECTION</u>				
	3,1	Inspect exististing fire detection system in its entirety including cabling and accessories.	sum	-		
	3,2	Test and reset all fire detection panels as required.	sum	-		
	3,3	Provide zone diagrams, layouts, operating instructions, associated signage etc., laminated and framed. Final position to be determined on site.	sum	-		
	3,4	LINE RELAYS Allow for procurement and installation interfaces complete with all programming and interfacing	No.	36		
	3,5	2 off 12 V DC 12 AH Battery	No	2		
	3,6	PVC SPRAGUE AND ACCESSORIES Provide the necessary sprague and accessories not specifically mentioned elsewhere in B.O.Q.	sum	-		
	3,7	CONSUMABLES Allow for consumable items used in installation of fire detection system.	sum	-		
	3,8	Detectors and alarms				
	3.8.1	Optical smoke detector (under ceiling or exposed)	No	307		
	3.8.2	Optical smoke detector in celing void with ceiling LED	No	24		
	3.8.3	Heat detector	No	26		
	3.8.4	Beam detector sets with Transmitter and receiver (OSID or similar approved)	No	36		
	3.8.5	3A 24 V Beam detector Power Supply Units - Allow for Power supply units to drive the beam detectors to be provided	No	36		
	3.8.6	Manual call points with clear cover lid to prevent accidental activation	No	38		

3.8.7	Powered siren 100db, 24 V DC	No	34		
3.8.8	ANALOGUE ADDRESSABLE CEILING LOOP POWERED SOUNDER/STROBE COMBINATION Allow for the procurement, installation, testing and commissioning	No	4		
3.8.9	INTERFACE UNITS Allow for procurement and installation interfaces complete with all programming and interfacing	sum	-		
3.8.10	I/O Units	No	36		
3.8.11	Multi Detector	No	5		
3,9	Cables				
3.9.1	PH30, 2-core, 1mm, Stranded Cable	m	492		
3.9.2	24V Power supply cable	m	372		
3.9.3	CONDUIT AND COUPLINGS Allow for the procurement of galvanised conduit (with necessary couplings, junction boxes, etc.) in terms of the specifications.25 mm diameter. (steel saddle every 500mm).	sum	-		
3,10	PVC SPRAGUE AND ACCESSORIES Provide the necessary sprague and accessories not specifically mentioned elsewhere in B.O.Q.	sum	-		
3,11	Installation, testing and commissioning of the complete system	sum	-		
3,12	ERECTION EQUIPMENT Allow for any additional erection equipment required for the installation of the system to all portions of the building	sum	-		
3,13	PROJECT ENGINEERING, MANAGEMENT AND QUALITY CONTROL Allow for provision of project engineering, management and quality control in accordance with the conditions of subcontract.	sum	-		
3,14	Sign-off by Suitable SAQCC Commissioner	Sum	-		
<b>PART 3 TOTAL CARRIED FORWARD TO SUMMARY</b>					

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R
		<b>PART 4: EMERGENCY LIGHTING</b>				
		<u>EMERGENCY LIGHTING AND ALUMINUM DOORS</u>				
	4,1	Supply and install emergency lighting at each emergency escape staircase c/w battery pack as per SANS regulations.	No	60		
	4,2	Spare Batteries for emergency lights	No	60		
	4,3	Repair all aluminium fire escape doors as per manufacturer's details	Sum	-		
<b>PART 4 TOTAL CARRIED FORWARD TO SUMMARY</b>						

**SUMMARY OF SECTIONS**

<b>PART</b>	<b>DESCRIPTION</b>	<b>AMOUNT (RAND)</b>
PART 1	PRELIMINARY AND GENERAL	
PART 2	STRUCTURAL CONCRETE REMEDIAL WORKS	
PART 3	FIRE DETECTION REMEDIAL WORK	
PART 4	EMERGENCY LIGHTING AND ALUMINIUM DOORS	
SUB-TOTAL A		
<b>CONTINGENCIES (10%)</b>		
SUB-TOTAL B		
<b>VALUE ADDED TAX (15%)</b>		
<b>GRAND TOTAL</b>		