SBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF FREE STATE HEALTH					
BID NUMBER:	**DOH (FS) 11/2026/2027**	**CLOSING DATE:**	**11 DECEMBER 2026**	**CLOSING TIME:**	**11H00**
DESCRIPTION	**APPOINTMENT OF A SUITABLE CONTRACTOR TO UNDERTAKE THE MAJOR UPGRADES AT EXISTING PAX CLINIC,VILJOENSKROON,FREE STATE PROVINCE (8 GB OR HIGHER).** **CONTRACT PERIOD:12 MONTHS AFTER SIGNING OF CONTRACT.**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

DEPARTMENT OF FREE STATE HEALTH
GROUND FLOOR, BOPHELO HOUSE, BLOCK C-WEST, OPPOSITE MAIN DOOR
C/O CHARLOTTE MAXEKE STREET AND HARVEY ROAD, BLOEMFONTEIN
SUBMISSION TO THE FOLLOWING:

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					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ 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 PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

FOR PROCUREMENT OF DOCUMENT ENQUIRIES MAY BE DIRECTED TO:		**FOR BIDDING AND TECHNICAL INFORMATION ENQUIRIES MAY BE DIRECTED TO:**	
DEPARTMENT	FREE STATE HEALTH	CONTACT PERSON	Me.L.Phoolo / Mr T.Mosea
CONTACT PERSON	Me.B.Donodolo	TELEPHONE NUMBER	051 408 1463
TELEPHONE NUMBER	051 408 1590	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	PholoLMP@fshealth.gov.za MoseaTT@fshealth.gov.za
E-MAIL ADDRESS	dondoloB@fshealth.gov.za	**NB: Bidders may send any queries electronically to the above mentioned emails**	

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 ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) ANDSPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	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 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

Signature Of Bidder: .....

Capacity Under Which This Bid Is Signed: .....

Date: .....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise, employed by the state? **YES / NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State Institution

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

14

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

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES / NO**

2.3.1 If so, furnish particulars:

.....

.....

3 DECLARATION

I the undersigned, (name).....in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 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.

---

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

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 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022
(FOR ALL SPECIFIC GOALS)

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

---

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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

~~b) The applicable preference point system for this tender is the 80/20 preference point system.~~

~~c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.~~

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
(a) Price; and
(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
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**

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

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

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 specific goal point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	The weight/s to be broken-down as follows:	Number of points claimed (90/10 system) (To be completed by the tenderer)	Evidence to be submitted by the supplier to substantiate the points allocated per specific goal (NB: Any of the evidence submitted per specific goal should be regarded as sufficient)
GENERAL				
Women	2	• 100% Woman ownership = 2 points • 50%-99% Woman ownership =1 point • 0%-49% Woman ownership = 0 points		• **RSA identity document** **OR** • **Valid RSA driver's license issued by the relevant authority** **NB: together with the company registration documentation, which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**
Youth	2	• 100% Youth ownership = 2 points • 50%-99% Youth ownership = 1 points • 0%-49% Youth ownership = 0 points		• **RSA identity document** **OR** • **Valid RSA driver's license issued by the relevant authority** **NB: together with the company registration documentation, which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**
People with disability	1	• 100% Ownership =1 point • 0% Ownership = 0 points		• **Sworn affidavit signed by the company representative and attested by the Commission of Oaths.**
Free State based company (NB: the institutions must ensure that this specific goal is aligned to the	5	• Free State based company = 4 points • Not Free State based company = 0 points		• **Municipal Account (If the Municipal account is not in the name of the company but rather in that of the Director, a Sworn Affidavit confirming that the company is operating**

(10)

district they are situated in.				**on the premises of one of the Directors must be attached) OR** • **Lease agreement OR** • **Title deeds OR** • **Permission to occupy land signed by the traditional authority OR** • **A letter of confirmation of the address signed by the ward councillor**

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: .....

.....

.....

.....

SWORN AFFIDAVIT

I, the undersigned,

Full Name/s & Surname	
Identity Number	
Number of shares (percentage) owned by the person	

Hereby declare under oath as follows

1. *The contents of this statement are to the best of my knowledge a true reflection of the facts.*
2. *I have a Disability and I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf.*

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (Cc, (Pty) Ltd, Sole Prop etc.):	
Nature of Business	

3. *I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.*
4. *The sworn affidavit will be valid for a period of 12 months from the date signed by the commissioner.*

Deponent Signature _____

Date _____

_____

Commissioner of Oaths (Signature & Stamp)

SPECIAL CONDITIONS OF CONTRACT
DEPARTMENT OF HEALTH

CONTENTS: **Page**

1. Evaluation Criteria 2
2. Application and Implementation of Specific Goals 2
3. Prices for Once-off bids 4
4. Prices for Period Contract 4
5. Qualification of bid documents 5
6. Applicable Declarations 5
7. Corrections to documents 5
8. Tax Clearance Certificates 5
9. Compulsory Explanatory Meeting and/or Site Visit 6
10. Payment to suppliers 6
11. Legislation / Laws 6
12. Validity period of bids 6
13. Quantities 6
14. Samples 6
15. Bid prices 7
16. Price lists 7
17. Specification – company's response 7
18. Adjudication of bid 7
19. Restriction of employees conducting business with the state 8
20. Compliance to contract 8
21. Contract signing 8
22. Financial schedules 8
23. Declaration of Interest 8
24. Descriptive literature/brochures/pamphlets 8
25. Performance Security / Surety 8
26. Accredited representative 8
27. Equipment exceeding specifications 8
28. Delivery and documents 9
29. Insurance 9
30. Incidental services 9
31. Spare parts 9
32. Warranty 9
33. Penalties 9
34. Settlement of disputes 9
35. Termination of contract: unfulfilled orders 9
36. Cession 9
37. Acceptance of the Special Conditions of Contract and/or General Conditions of Contract 9
38. The company must complete the following 9

THE FOLLOWING SPECIAL CONDITIONS OF CONTRACT WILL APPLY TO THIS BID:

1) EVALUATION CRITERIA

The following preference point system is applicable to the bid/quotation 90/10.

The preference points for this bid/quotation are allocated as follows and will be applied when adjudicating the bid / quotation:

Price	=	90 points
Specific goals	=	10
Total points	=	100 points

2) THE APPLICATION AND IMPLEMENTATION OF THE PRERERENTIAL PROCUREMENT SPECIFIC GOALS

2.1 The institutions must apply the 90/10 Preferential Point System to all the quotation. The following Specific goals are applicable to all the requests for quotations within the Department.

GENERAL			
Specific goal	**Applicable weight**	**The weight/s to be broken-down as follows**	**Evidence to be submitted by the supplier to substantiate the points claimed/allocated per specific goal (NB: Any of the evidence indicated below per specific goal should be regarded as sufficient)**
Woman	2	• 100% Woman ownership = **2 points** • 50% - 99% Woman ownership = **1 point** • 0% - 49% Woman ownership = **0 point**	• RSA identity document OR • Valid RSA driver's license issued by the relevant authority. **NB: together with the company registration documentations which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**
Youth	2	• 100% Youth ownership = **2 points** • 50% - 99% Youth ownership = **1 point** • 0% - 49% Youth ownership = **0 point**	• RSA identity document or • Valid RSA driver's license issued by the relevant authority. **NB: together with the company registration documentations which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**
People with disability	1	• 100% Ownership = **1 point** • 0% Ownership = **0 point**	• Sworn affidavit signed by the company representative and attested by the Commission of oaths

Free State based Company	5	• Free State based company = **5 points**	• Municipal Account, not older than (3) months **(If the Municipal account is not in the name of the company but rather in that of the Director, a Sworn Affidavit confirming that the company is operating in the premises of one of the Directors must be attached)** OR • Lease agreement OR • Title deeds OR • Permission to occupy land signed by the traditional authority OR • A letter of confirmation of the address signed by the ward councilor

3) Once-off bid prices

3.1 Firm prices:
Prices for once-off bids must be firm. No application for price adjustment will be considered except in the case where rate of exchange is applicable. All the necessary documentary proof must be submitted.

Where the exchange rate is applicable the bidder is expected to complete the SBD 3.2 in full at the time of bidding.

4) Period Contract Prices

4.1 1st year of the contract period:

Prices must be firm for the 1st (first) year of the contract period. No price adjustments will be allowed during the 1st year of the contract period except in the case where rate of exchange is applicable. The request for price adjustment due to rate of exchange will be considered per consignment. All the necessary documentary proof must be submitted.

4.2 2nd year and rest of the contract period – Prices subject to escalation

4.2.1 A request for price adjustment due to statutory increases on period contracts will be considered **after** the 1st year of the contract period if the bid/quotation is qualified as such and with the necessary documentary proof.

4.2.2 **In order to be considered for price increases from the 2nd year** of the contract period (statutory increase) and where the rate of exchange is applicable (on request per consignment), the price escalation form SBD 3.2 must be completed in full.

4.2.3 **Submitting of price adjustment claims:**

Claims for statutory increases must be submitted within 90 days of the change in price. If a claim is received after 90 days, the adjusted price will only be considered from the date the claim was received by the Department.
Delivery of goods and/or services must not be withheld as a result of the price adjustment not being finalized or as a result of any dispute.

Companies must indicate in the bid document the amount to be remitted abroad as well as the rate of exchange applied in the conversion of that amount into SA currency, when calculating the bid price. Proof from the bank for rate of exchange applicable to the bid at time of bidding **must** be attached to the bid document.

Price adjustments based on Rate of Exchange will only be applied per consignment delivered to the applicable institution of the Department due to the continuous fluctuation.

4.2.4 Documentary proof for price adjustments:

(i) All claims must be properly substantiated by documentary evidence to the satisfaction of the Head of Health.

(ii) The following information must be supplied when claims for rate of exchange variations are lodged:

- Documentary evidence of currency and amount paid to foreign supplier
- Supplier's invoice
- Bill of entry/landing
- Copy of institutions order, delivery note and invoice

4.2.5 Failure to comply with the conditions as per par. 5.2.2 to 5.2.4 **will invalidate** the claim.

5) Qualification of bid / quotation documents

5.1 The invitation form (SBD 1 / Quotation Invitation Form) must be **completed in full, stamped where it is required and signed originally** (in black pen ink) by the person in the company who is authorised to do so. **Failure to sign the offer will invalidate the offer.**

5.2 The SBD forms and all other bid forms must be submitted in the original format. The Office will only consider the original bid documents issued by the Office and signed by the company. Bid documents that are *retyped, transmitted by facsimile, electronic mail or changed in any other way,* **will** invalidate the bid. Scanned documents, which are completed in the original, will be acceptable.

6) Applicable Declarations – SBD 4, SBD 6.1:

All declarations must be **originally completed** in full and duly signed by the bidder and where required, two witnesses.

6.1 **SBD 4 – Declaration of Interest**

All the state employees are not allowed to do a business with the Free State Department of Health.

7) Corrections to documents:

7.1 Correction fluid (like Tippex for example) must not be used in bid documents in order to correct mistakes. Where a company wishes to correct a mistake, a single line must be drawn through it and the company must place his/her signature and date next to the correction, so that the original entry is still visible and legible. Failing to rectify mistakes in this manner **will** invalidate the bid or the relevant item, or the relevant clause.

7.2 In all other cases of alterations/corrections a full signature and date must be attached above, next to or below the said alteration or correction. If not signed in full at the correction the specific item/bid/quotation **will** not be taken into consideration.

7.3 Companies must check the numbers of the pages on the bid document and should satisfy themselves that the document is complete and that none of the pages are missing or duplicated before the closing date of the bid. No liability shall be accepted with regard to claims arising from the fact that pages are missing or duplicated.

7.4 Where **specific goal points** are claimed on the SBD 6.1 form, the form must be completed in full, must be signed by the company and both witnesses otherwise the points claimed **will** not be considered.

7.5 The bid must be submitted in a sealed envelope. The **correct** bid number and closing date must be clearly indicated on the front of the envelope and the bidder's details on the back. The envelope must be placed in the bid box as indicated, before or on the closing date and time of the bid. On failure to comply the bid **will** not be considered. Bids, which are **received after the closing date and time**, will not be accepted and will be returned to the bidder.

8) Tax Clearance Certificates

8.1 **Original valid Tax Certificates must be attached** to the bid documents. Where the Tax Clearance Certificate is not attached the information will be verified on the Central Supplier database. The Department will not accept a bid from a bidder, whose tax matters were not declared to be in order by SARS.

8.2 Each party to a Consortium/Sub-contractor/Joint Venture must submit a separate original valid Tax Clearance Certificate. If the Tax Clearance certificates are not attached such information will be verified on the Central Supplier Database. Each party's Tax matters must be declared to be in order by SARS.

8.3 Period Contracts: Should the bid be accepted; the contractor must provide the Department (Compliance Office) throughout the contract period with a valid Tax Clearance Certificate on or before the expiry date of each certificate in the possession of the Office.

8.4 The Department has the right to verify the Tax Clearance Certificate submitted by a company at any SARS branch office nationwide.

9) Compulsory Explanatory Meeting and / or Site Visit

9.1 A compulsory explanatory meeting and/or site visit if so required in the bid documents and bid advertisement must be attended. Failure to attend **will invalidate** the bid. **In case of a joint venture, consortium all companies must attend the meetings and submit their own attendance certificate in the company's name.**

9.2 An attendance certificate per company must be signed and stamped by an official of the Department with registration at the meeting. The document/s must be attached in its original to the bid document. Copies of the document will not be accepted.

9.3 Information already provided at the meeting will not be repeated to late attendees.

9.4 A copy of the minutes of the meeting can be made available to companies on request.

10) Payment to suppliers

Payments will be handled as prescribed by the PFMA and will normally be effected within 30 days of receipt of all the required documentation, which should be correct in every respect.

11) Legislation / Laws

Companies must comply with the provisions of current Labour Legislation as well as any other relevant legislation or legal requirement.

12) Validity period of bid

The period for which offers are to remain valid and binding (in order for the Department to finalize it), is indicated in the bid documents (SBD 3.1 / 3.2) and is calculated from the closing day with the understanding that offers are to remain in force and binding until the close of business on the last day of the period calculated and if this day falls on a Saturday, Sunday or Public Holiday, the bid is to remain valid and binding until the close of business on the following working day.

13) Quantities

Where quantities are specified in the bid documents the Department cannot guarantee that they will be ordered as such, as it depends on Departmental needs. The Department is not liable for any losses the contractor might suffer for not ordering specific quantities.
Where quantities are specified, "as required" the quantities will be ordered as and when needed.

14) Samples

14.1 Samples to be submitted (if so required in the bid documents), must be clearly marked with the bid and item number as well as the company's name.

UNDER NO CIRCUMSTANCES SAMPLES SHALL BE INCLUDED IN THE BID DOCUMENTS. SAMPLES INCLUDED IN BID DOCUMENTS WILL NOT BE CONSIDERED

14.2 The samples must be delivered to the addressee mentioned in the bid documents so as to reach him/her not later than the closing date and time of the bid.

14.3 Samples shall be supplied by the bidder at his/her own expense and risk.

14.3.1 Samples of the successful company will be kept with the Department until the end of the contract period and will be retuned to the company only if so stated in the bid/quotation documents.

14.4 All samples provided, which must be returned to the company must be removed on request of the Department at the company's own expense and risk within the specified period. On failing to comply with, the company will forfeit ownership and the sample shall forthwith be disposed of at the discretion of the Department.

15) Bid prices

15.1 Prices of bids must be provided for the specific units as required per SBD 3 forms. The packaging may vary and will be considered unless specific packaging is required.

15.2 Bid prices must be all inclusive and no additional cost will be paid for e.g. delivery, VAT, etc.

15.3 Bid prices must be indicated on the relevant SBD 3 form/s unless otherwise requested by the Department.

16) Price lists

Price lists **will not** be considered for acceptance of the bid unless it was specifically requested in the bid / quotation documents.

17) Specification – company's response

Where a specification provides for the company's response to the different points of specification, the bidder's part **must** be properly completed or the bid or the relevant item **will** be disqualified. **Where items deviate from the requirement, the deviation must be indicated.**

18) Adjudication of bid

18.1 Chapter 6 of the Prevention and Combating of Corrupt Activities Act,2004 (Act 12 of 2004), that deals with the Register for Tender Defaulters, as well as Regulations made by the Minister of Finance in this regard, are applicable when adjudicating a bid/quotation.

18.2 The Department may terminate the bid/contract in whole or in part if representatives of the Department, is in the judgement that the bidder has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

18.3 In the event of a bid being awarded as a result of specific goal points claimed in terms of the revised Preferential Procurement Regulations 2022, the contractor may be required to furnish documentary proof to the satisfaction of the Department.

18.3.1 The Department will act against the bidder or person awarded the contract upon detecting that the specific goal points for B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the contract conditions have not been fulfilled.

18.3.2 The Department may, in addition to any other remedy that it may have against the bidder or person:

18.3.3 Disqualify the bidder or person from the bidding process;

18.3.4 Recover all costs, losses or damages it has incurred or suffered as a result of that person's conduct;

18.3.5 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;

18.3.6 Restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after applying the *audi alteram partem* (hear the other side) rule; and

18.3.7 Forward the matter for criminal prosecution.

19) Restriction of business interest of employees conducting business with the Provincial Government

An employee may not have a business interest in any entity conducting business with the Provincial Government.

20) Compliance to contract

20.1 The Department will monitor compliance to the contract after adjudication of the bid that include, but need not be limited to, site inspections and the request for documentary proof of compliance with the PFMA and relevant legislation.

20.2 Where services are rendered, which involves minimum wages for employees in terms of the sectoral wage determination, the Department reserves the right to request copies of payslips of employees during the period of the contract.

21) Contract signing

In response to an invitation to bid, companies must submit bid which in terms of the law represent offers. Once an offer is accepted and a bid is awarded to a successful company, a legal contract comes into existence.

The Department **will not** enter into any other contract than the SDB 7.1 or 7.2 form to be concluded as a result of acceptance of the bid.

22) Financial schedules

The financial schedule and annexure(s) for breakdown on salaries/wages where applicable, must be fully completed and submitted with the bid.

23) Declaration of Interest

Failure to declare interest on the part of the company or officials from the Department is unacceptable, which **will** lead to the bid/quotation not being considered.

24) Descriptive literature / brochures / pamphlets

If so required, the company must supply descriptive literature, brochures or pamphlets.
Descriptive literature is regarded as text and photos as issued by the original manufacturer.

25) Performance Security / Surety

A Performance Security / Surety is not applicable to all bid. Where it is a requirement in a specific bid, it will be indicated in the bid documents as well as the period in which the performance security / surety must be submitted. If so required, it must be provided to the Department within the required period or the Department will have the right to cancel the contract and to claim any damages suffered from the contractor.

26) Accredited representative

If you are an accredited representative in South Africa for the goods/services offered written proof from the original supplier must be enclosed. (Refer to the SDB 1 form). Failure to do so will result in the offer not being considered.

27) Equipment exceeding specifications

There might be cases where the specifications do not address latest developments in technology. Where this is the case, the company must indicate next to the specific requirement in the specification to what extent the improved technology is offered. The Department may consider such offers in the adjudication process on condition that full details are provided for comparison purposes.

28) **Delivery and documents**
If so required, details of shipping and/or other documents to be furnished by the supplier are specified in the bid document

29) **Insurance**
Insurance as prescribed in the GCC par. 11 is applicable. Specific requirements over and above GCC par. 11 will be specified in the bid/quotation document.

30) **Incidental services**
Incidental services if so required will be handled as specified in the bid document.

31) **Spare parts**
Spare parts forms part of the specification of the bid/quotation and must be dealt with as such.

32) **Warranty**

32.1 Only new, unused goods must be supplied unless otherwise stated in the bid document.
32.2 The General Conditions of Contract par. 15 will apply unless otherwise stated in the bid documents.

32.3 Suppliers must remedy defect(s) on goods delivered within the period stated in the bid/quotation document or within the period as required by the Department.

33) **Penalties**
Penalties will be imposed as per current prime interest rate as prescribed by the General Conditions of Contract par. 22 unless otherwise stated in the bid/quotation document.

34) **Settlement of disputes**
The parties hereby agree that in the case of a dispute that cannot be resolved mutually, the dispute will be referred for settlement to the Secretary of the Law Society in the Free State, and in the case of the said Society's unwillingness to hear the dispute, such dispute will be referred to the Chairperson of the Bar Council for the Society for Advocates and/or his/her nominee.

The parties agree that the decision of the presiding officer in the dispute settlement procedure will be final and that neither of the parties will institute legal action against the other following the dispute settlement.

35) **Termination of contracts: Unfulfilled orders**
On termination of the contract, unfulfilled orders will automatically be cancelled and where appropriate, be supplied in terms of any subsequent contract.

36) **Cession of contracts**
The supplier shall not cede, in whole or in part, its obligations to perform under the contract or payments made/or to be made by the Department to the supplier, except with the Department's prior written consent.

37) **Acceptance of the Special Conditions of Contract and General Conditions of Contract**
Failure to accept the Special Conditions of Contract and the General Conditions of Contract or any part thereof, may result in the bid/quotation not being considered.

38) **THE COMPANY MUST COMPLETE THE FOLLOWING:**

I, ...in my capacity as ..... of the company, hereby certifies that I took note and accept the above-mentioned Special Conditions of Contract.

....
SIGNATURE **CAPACITY**

Contact person of company: .....

Tel. of Company: (.....) ..... **Fax of Company:** (.....) .....

SITE EXPLANATORY MEETING CERTIFICATE

QUOTATION NUMBER:**DOH (FS) 11/2026/2027**

Attendance list number: _____

DESCRIPTION: DOH (FS) 11/2026/2027: APPOINTMENT OF A SUITABLE CONTRACTOR TO UNDERTAKE THE MAJOR UPGRADES AT EXISTING PAX CLINIC, VILJOENSKROON FREE STATE PROVINCE. (8 GB OR HIGHER).

CONTRACT PERIOD: DATE OF SIGNING OF CONTRACT FOR 12 MONTHS.

Attendance of the site explanatory meeting is COMPULSORY

An official of the Department must sign this certificate at the explanatory meeting. No certificate will be signed outside the meeting. The original certificate must be included in the bid document and will not be accepted after the closing time and date of the bid.

COMPULSORY SITE BRIEFING MEETING DATE: 01 DECEMBER 2026

TIME: 11H00

VENUE: Pax Community Health
8 B A A Spies Street, Viljoenskroon 9520

CONTACT PERSON/S: Me.L.Pholo /Mr T.Mosea (Infrastructure)
051 408 1463

This is to certify that _____ in his/her capacity as

_____ of the company _____ has attended the

Compulsory Explanatory meeting on the _____ day of _____ 2026 and is

therefore, familiar with circumstances and the scope of the items to be supplied.

_____ _____
SIGNATURE /DEPARTMENTAL OFFICIAL **RANK**

_____ _____
SIGNATURE OF REPRESENTATIVE OF COMPANY **DATE**

*** Note: Only one certificate per company**

OFFICIAL DATE STAMP

health
Department of Health
FREE STATE PROVINCE

BID NUMBER: DOH (FS) 11/2026/2027

BID DOCUMENT (IN COMPLIANCE WITH THE PREFERENTIAL PROCUREMENT REGULATIONS. 2022)

APPOINTMENT OF A SUITABLE CONTRACTOR TO UNDERTAKE THE MAJOR UPGRADES AT EXISTING PAX CLINIC, VILJOENSKROON, FREE STATE PROVINCE

CONTRACT PERIOD:

TWELVE MONTHS FROM THE DATE OF SIGNING OF THE CONTRACT

Contents

PART T1: TENDERING PROCEDURES **2**

T1.1 Tender Notice and Invitation to tender 3

T.1.2 TENDER DATA 4

PART T2: RETURNABLE DOCUMENTS **11**

T1.2 – List of Returnable Documents 12

INVITATION TO TENDER (SBD 1) 25

ANNEXURE A: RECORD OF ADDENDA TO TENDER DOCUMENTS 26

ANNEXURE B: PROPOSED AMMENDMENTS AND QUALIFICATIONS 27

ANNEXURE C: PREFERENTIAL POINT CLAIM FORM – SPECIFIC GOALS 28

ANNEXURE E: COMPULSORY DECLARATION 30

ACCEPTANCE OF BID CONDITIONS AND BIDDER'S DETAILS 35

PART C1: CONTRACT DATA 39

PART 1: DATA PROVIDED BY THE EMPLOYER 40

PART 2: DATA PROVIDED BY THE CONTRACTOR 44

FORM OF OFFER AND ACCEPTANCE **45**

Offer 45

Acceptance 48

Schedule of Deviations 49

PART C2: PRICING DATA 51

C2.1 PRICING INSTRUCTIONS 52

PART C3: SCOPE OF WORK **54**

EVALUATION CRITERIA **58**

1. STAGE ONE – COMPLIANCE WITH THE MANDATORY REQUIREMENTS 58

2. STAGE TWO – EVALUATION BASED ON FUNCTIONALITY 61

MEDIUM OF COMMUNICATION **65**

VERIFICATION OF DOCUMENTS **66**

GENERAL TERMS AND CONDITIONS **67**

health
Department of Health
FREE STATE PROVINCE

THE TENDER

PART T1: TENDERING PROCEDURES

health
Department of Health
FREE STATE PROVINCE

T1.1 Tender Notice and Invitation to tender

The Free Sate Department of Health, invites contractors for: BID NO.: DOH 11/2026/2027

Please note that bid documents may be downloaded from the tender portal at www.etenders.gov.za from

Queries relating to the issue of these documents may be addressed to:
Ms. B Dondolo Tel No. 051–408 1590,
Email: dondolob@fswhealth.gov.za

A compulsory clarification meeting will take place at:

Location: **Pax Community Health**
Address: **8 B A A Spies Street, Viljoenskroon, 9520**
Date: **01 December 2026**
Time: **11H00**

Failure to attend this clarification meeting will lead to disqualification.

The bids will be evaluated on using **Three** stage system with stage, elaborated as follows:

- Stage One focusing on mandatory requirements
- Stage two focusing on responsiveness to the functionality criteria as outlined in this bid document.
- Stage Three focusing on Preference and Price

Bidders who fail to obtain a minimum of **100** points out of **125** points for functionality will not be considered further.

The closing time for receipt of tenders is 11h00
Tenders should be submitted at the Bophelo House (in the tender box) at the address mentioned below. It is the responsibility of the prospective Service Provider to ensure that the tender is deposited in the correct tender box.
Bid Box Ground Floor,
Bophelo House, Cnr. Charlotte Maxeke & Harvey Road
Bloemfontein

Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.
Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data

T.1.2 TENDER DATA

<table>
<tr><th>Clause number</th><th></th></tr>
<tr><td></td><td>The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (July 2015) as published in Government Gazette No38960, Board Notice 136 of 2015. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.
<table>
<tr><th>CIDB B.U.I.L.D Programme</th><th>Applicable in this bid</th></tr>
<tr><td>Reference to the application of the CIDB's B.U.I.L.D Programme, in relation to the fact that this tender is estimated that tenderers must have a CIDB contractor grading level of 7 or higher</td><td>YES</td></tr>
<tr><td>The CIDB Standard for Developing Skills through Infrastructure Contracts Gazette Notice
No 36760 is applicable on the project in question and will apply.</td><td>YES</td></tr>
<tr><td>The CIDB Standard for Indirect Targeting for Enterprise Development through Construction
works Contracts Gazette Notice No 36190 of 25 February 2013 is applicable on the project in question and will apply.</td><td>YES</td></tr>
</table>
</td></tr>
<tr><td>F.1.1</td><td>The employer is the Free State Department of Health</td></tr>
</table>

F.1.2	For this contract the following documents will be adopted: The **single volume** procurement document issued by the employer comprises of the following: **Bid** **PartT1:Bidding procedures** T1.1-Bid notice and invitation to tender T1.2-Bid data **PartT2:Returnable documents** T2.1 -List of returnable documents T2.2- Returnable schedules **The Contract** **Part C1: Agreements and Contract data** C1.1 -Contract data
F.1.4	The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer. • **Name:** Mrs.B Dondolo **email:** DondoloB@fshealth.gov.za **Telephone Number:** 051 408 1590 • **Name:** Mrs L Pholo **email:** PholoLMP@fshealth.gov.za **Telephone Number:** 051 408 1463 • **Name:** Mr T Mosea **email:** MoseaTT@fshealth.gov.za **Telephone Number:** 051 408 1463
F.2.1	Only those Bidders who satisfy the following eligibility criteria are eligible to submit tenders: 1. **The Bidder is a Firm.** 2. Bidders that satisfy the criteria stated in the tender data and the tenderer or any of his principals is not under any restriction to do business with the employer.
F.2.7	N/A
F.2.8	Tenderers may request clarification of the tender documents by notifying the employer at least five (5) working days before the closing time and date stated in the tender data.
F.2.12	No alternative tender offers will be considered
F.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.

F.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as consortia / joint ventures shall state which of the signatories is the lead partner whom; the employer shall hold liable for the purpose of the tender offer.
F.2.13.5 F.2.15.1	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: Foyer of Bophelo House, Ground Floor, Cnr Charlotte Maxeke & Harvey Road Bloemfontein, Free State Department of Health and Infrastructure Bloemfontein. Identification details: Tenders are to be clearly marked with the name of the tender "DOH 11/2026/2027: INVITATION APPOINTMENT OF A SUITABLE CONTRACTOR TO UNDERTAKE THE MAJOR UPGRADES AT EXISTING PAX CLINIC, VILJOENSKROON, FREE STATE PROVINCE
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.14	Tenderers are alerted that tender offers which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is 90 calendar days.
F.2.25	The tenderer is required to submit with his tender an original and valid Tax Clearance Certificate issued by the South African Revenue Services.
F.3.4	Tenders will be opened immediately after the closing time for tenders. The location for opening of the tender offers, immediately after the closing time thereof shall be at: Ground Floor, Bophelo House Cnr. Charlotte Maxeke & Harvey Road Bloemfontein
F.3.11.1	The procedure for the evaluation of responsive tenders is: Method 2 with functionality.

F.3.11	Scoring Financial Offer: Tender offers will be scored using the following formula: NFO = Pm/P x W1 where NFO = number of tender evaluation points awarded for the financial offer. W1 = the percentage score given for financial offer as stated in the Notice and Invitation to Tender T1.1 Pm = the comparative offer of the most favourable tender offer. P = the comparative offer of tender offer under consideration. where W1 = the number of tender evaluation points for financial offer and equals: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000; or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R50 000 000. **Scoring Preferences:** Up to 10 points will be awarded to the tenderer who completes the preferencing schedule and who is found to be eligible for the preference claimed.
F.3.11.3	The functionality criteria and maximum score in respect of each of the criteria for a particular service are as follows: a) Tender offers scoring less than a minimum of 100 points in respect of the 125 total evaluation points for functionality will be regarded as non-responsive and removed from any further evaluation.

F3.13.1 Only Tenderers who satisfy the following eligibility criteria are eligible to submit tenders:
(Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration).

(a) Use of correction fluid is prohibited.

(b) Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed, and signed in black ink.

(c) No Consortium Member / Joint Venture member or Sub-contractor/s should appear in more than one Bid.

(d) Duly Signed Joint Venture Agreement by all members (Only applicable to a Joint Venture).

(e) Duly Signed Sub-contracting Agreement by all members (Applicable to either a Firm / Joint Venture on sub-contracted services).

(f) Company Registration Documents (CIPC) or affidavit and a trade name if a Sole Proprietor (In the case of a Joint Venture / sub-contracting, all companies shall submit separate CPIC or Affidavit and a trade name if sole Proprietor).

(g) Originally certified share certificate/s (in the case of a Joint Venture / sub-contracting, each company shall provide its separate share certificate/s).

(h) Originally certified copy/ies of identity document/s (ID/s) / Passports/s of company director/s not older than 3 months (in the case of a Joint Venture / sub-contracting, each company shall provide its separate identity document/s (ID/s) / Passports/s of company director/s).

(i) Unique security pin issued by the South African Revenue Services before the closing of this bid (in the case of either a Joint Venture / sub-contracting, each company shall provide its separate unique security pin).

(j) Unique security pin issued by the South African Revenue Services before the closing of this bid (in the case of either a Joint Venture / sub-contracting, each company shall provide its separate unique security pin).

(k) Must be registered and active on the Central Supplier Database before the date of closing of this bid. A CSD report together with the master registration number must be provided to that effect (in the case of a Joint Venture / sub-contracting, each company shall provide its separate CSD report together with the master registration number).

(l) Valid proof of Public Liability Insurance cover for minimum of R10 000 000.00 (in the case of a Joint Venture / sub-contracting, each company shall provide its separate Public Liability insurance for a minimum of R10 000 000.00).

(m) Valid COIDA or RAM / FEM or Letter of good standing with the Department of Labour (in the case of a Joint Venture / sub-contracting, each company shall provide its separate Valid COIDA or RAM / FEM or Letter of good standing).

(n) Proof of Municipal account not older than 90 days at the closing date of the bid. The Municipal rates and taxes account bearing name of the director(s) / owner and company address.
OR
Originally Certified Copy of Lease Agreement.
OR
Originally Certified Copy of Sub-Lease Agreement together with the main lease agreement.

The above three options are applicable to either Firm / All Consortium members / All Joint Venture members and sub-contractor/s

If the lease agreement / sub-lease agreement is submitted as proof, the following must be attached:

- Copies of invoices (from Lessor) for the last six (6) consecutive months, all accompanied by corresponding proof of payments *(proof of payments must be originally bank stamped)*.

(o) Duly completed and signed SBD1 - Invitation to Tender

(p) Duly completed and signed Annexure A - Record of Addenda to tender documents.

(q) Duly completed and signed Annexure B - Propose amendments and qualifications

(r) Dully completed and signed Annexure C - Compulsory declaration

	(s) Dully completed and signed Form 2.2.3 - Declaration of Interest (t) Dully completed and signed Form 2.2.5 - Declaration for Procurement above R10 Million (u) Dully completed and signed Form 2.2.8 - Declaration For Department Accounts where Bids are Expected to Exceed R10 Million (v) Attendance of the mandatory clarification meeting details of which are provided in the advert and in this tender document. (w) Registration with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **8GB** class of construction work, or by a contractor who is registered as a potential emerging enterprise in terms of these regulations at a contractor grading designation one level lower than the required class as specified above are eligible to submit bids, provided that the employer: - Is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and - Ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract. Joint Ventures are eligible to submit bids provided that: - Each member of the joint venture is registered with the CIDB, - The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **8GB** class of construction work. (x) Proof of letter of intent from a guarantor for the issuing of a Performance Guarantee to the value of 10% of the contract sum for this project. (y) Must provide a **Code A** Bank Rating
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one.

PART T2: RETURNABLE DOCUMENTS

T1.2 – List of Returnable Documents

1 Returnable Schedules required only for tender evaluation purposes

- Compulsory Enterprise Questionnaire
- Certificate of Resolution of board of Directors
- Certificate of Resolution of board of Director to enter into Consortia or Joint Venture
- Certificate of Special Resolution of Consortia or Joint Venture
- Record of Addenda to Tender Documents
- Proposed Amendments and Qualifications
- Schedule of the Tendere's experience and previous contracts performed and completed
- Tax Clearance requirement – SBD 2
- Declaration of Interest – SBD 4
- Preferential Point Claim Form – Specific Goals– SBD 6.1
- Acceptance of Bid Conditions and Bidder's Details
- Dully completed and signed Form 2.2.2 - General Declaration
- Dully completed and signed Form 2.2.3 - Declaration of Interest
- Dully completed and signed Form 2.2.5 - Declaration for Procurement above R10 Million
- Dully completed and signed Form 2.2.7 - Declaration for Department Accounts
- Dully completed and signed Form 2.2.8 - Declaration For Department Accounts where Bids are Expected to Exceed R10 Million

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:.. ... .

Section 2: VAT registration number, if any:.... ....

Section 3: CIDB registration number, if any:..... .N/A.... ... ...

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3partners

Section5: Particulars of companies and close corporations

Company registration number... .... Close corporation number. .. ..

Tax reference number. ... .

Section6: Recording the service of the state

Indicate by marking the relevant boxes with across, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been with in the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act,1999 (Act 1of1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or provincial legislature

If any of the above boxes remarked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of principal state and position held	Status of service (tick appropriate column) Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with across, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in accompany or close corporation is currently or has been within the last 12monthsbeenin the service of any of the following:

a member of any municipal council
an employee of any provincial department, national or provincial
a member of any provincial legislature public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
a member of the National Assembly or the National Council of Province
a member of the board of directors of any municipal entity
an official of any municipality or municipal entity
a member of an accounting authority of any national or provincial public entity
an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	With in last 12 months

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my/our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly y or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption.

iv) confirms that I/ we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed_____ Date_____

Name_____ Position_____

Enterprise name_____

RESOLUTION OF BOARD OF DIRECTORS

Resolution of a meeting of the board of directors / Members / Partners of:

_____

(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (Place)

On_____(Date)

Resolved that:

1. The Enterprise submits a Tender to the Free State Department of Health in respect of the following project:

_____
(Project description as per Tender document)

Tender Number: _____ (Tender number as per tender document)

2. *Mr/Mrs/Ms: _____

In *His / Her Capacity as:_____(Position held in the Enterprise)

And who will sign as follows:_____
be, and is hereby, authorised to sign the Tender, and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Tender to the Enterprise mentioned above.

	Name	Capacity	Signature
1			
2			
3			

ENTERPRISE STAMP

Note:

1. * Delete which is not applicable
2. NB: This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise

RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO A CONSORTIUM OR JOINT VENTURE

Resolution of a meeting of the board of directors / Members / Partners of:

_____
(legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (Place)

On_____(Date)

Resolved that:

1. The Enterprise submits a Tender to the Free state Department of Health in respect of the following project:

   _____
   (Project description as per Tender document)

Tender Number: _____ (Tender number as per tender document)

2. *Mr/Mrs/Ms: _____

   In *His / Her Capacity as:_____(Position held in the Enterprise)

   And who will sign as follows:_____
   be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above

3. The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above

4. The Enterprise choose as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

   Physical address: _____

   _____

   _____ (code)

   Postal address:

   _____

   _____ (code)

   Telephone Number: _____ (Code)

   Fax Number: _____ (Code)

health
Department of Health
FREE STATE PROVINCE

	Name	Capacity	Signature
1			
2			
3			
4			

Note:

1. * Delete which is not applicable
2. NB: This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise
3. Should the number of Directors / Members / Partners exceed the space available above, additional names, capacity and signatures must be supplied on a separate page

ENTERPRISE STAMP

health
Department of Health
FREE STATE PROVINCE

SPECIAL RESOLUTION OF CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the duly authorized representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for the project mentioned below: (legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)

1. _____

2. _____

3. _____

4. _____

5. _____

Held at _____ (Place)

On _____ (Date)

Resolved that:

a. The above-mentioned Enterprises submit a tender in consortium/joint venture to the Free State Department of Health in respect of the following project:

_____
(Project description as per tender document)

Tender Number: _____(Tender Number as per Tender Document)

b. Mr/Mrs/Ms:_____

In *his/her capacity as:_____(Position in the enterprise)

And who will sign as follows:_____

42

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in consortium/joint venture mentioned above.

c. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

_____

d. The Enterprises to the consortium/joint venture accept joint and several liability for the due fulfilment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

e. Any of the Enterprises to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the consortium/joint venture as mentioned under item D above

f. No Enterprise to the consortium/joint venture shall, without the prior written consent of the other Enterprises to the consortium/joint venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

g. The Enterprises choose as the domicilium citandi et executandi of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____

_____ (code)

Postal address: _____

_____

_____ (code)

Telephone Number: _____ (Code)

Fax Number: _____ (Code)

ENNXURE A – RECORD OF ADDENDA TO TENDER DOCUMENT

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Attach additional pages if more space is required.

Signed_____ Date_____

Name_____ Position_____

Tenderer_____

health
Department of Health
FREE STATE PROVINCE

ANNEXURE B – PROPOSED AMMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's and ling of material deviations and qualifications. Appended

Page	Clause or item	Proposal

Signed_____ Date_____

Name_____ Position_____

Tenderer_____

SCHEDULE OF THE TENDERE'S EXPERIENCE ON SIMILAR CONTRACTS CURRENTLY PERFORMED AND/OR COMPLETED

health
Department of Health
FREE STATE PROVINCE

FORM: PARTICULARS OF TENDERERS PROJECTS

Project title:	**APPOINTMENT OF A SUITABLE CONTRACTOR TO UNDERTAKE THE MAJOR UPGRADES AT EXISTING PAX CLINIC, VILJOENSKROON, FREE STATE PROVINCE**		
Tender no:		**Closing date:**	
Advertising date:		**Validity period:**	**90 days**

Note: The Tenderer is required to furnish the following particulars. Failure to furnish the particulars will result in the tender offer being disqualified from further Consideration

1.1 Completed Refurbishments or New construction projects:

Contractor's Appointment Letter(s), Contractor's Practical Completion Certificate(s) and Client reference letter(s), all linked to the project(s) listed below must be provided to buttress the information provided.

Projects completed within the last 5 (five) years		Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate Of Practical Completion
1							
2							
3							

Name of Tenderer	**Signature**	**Date**

INVITATION TO TENDER (SBD 1)

ANNEXURE A: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title of Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Signed_____ Date_____

Name_____ Position_____

Tenderer_____

ANNEXURE B: PROPOSED AMMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed_____ Date_____

Name_____ Position_____

Tenderer_____

ANNEXURE C: PREFERENTIAL POINT CLAIM FORM – SPECIFIC GOALS

Specific goal	Applicable weight	The weight/s is to be broken down as follows:	Evidence to be submitted by the supplier to substantiate the points allocated per specific goal (NB: Any of the evidence submitted per specific goal should be regarded as sufficient)
Woman	2	• 100% Woman ownership = 2 points • 50%-99% Woman ownership = 1 points • 0% - 49% Woman ownership = 0 points	• RSA identity document OR • Valid RSA driver's license issued by the relevant authority **NB: together with the company registration documentation, which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**
Youth	2	• 100% Youth ownership = 2 points • 50%-99% Youth ownership = 1 point • 0% - 49% Youth ownership = 0 points	• RSA identity document OR • Valid RSA driver's license issued by the relevant authority **NB: together with the company registration documentation, which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s.**
People with disability	1	• 100% Ownership = 1 point • 0% Ownership = 0 points	• Sworn affidavit signed by the company representative and attested by the Commission of Oaths
Free State based company	5	• Free State based company = 5 points • Not Free State based company = 0 points	• Municipal Account **(If the Municipal account is not in the name of the company but rather in that of the Director, a Sworn Affidavit confirming that the company is operating on the premises of one of the Directors must be attached)** OR • Lease agreement OR • Title deeds OR • Permission to occupy land signed by the traditional authority OR • A letter of confirmation of the address signed by the ward councillor

ANNEXURE E: COMPULSORY DECLARATION

The following particulars must be furnished. In the case of a Joint venture, separate declarations in respect of each partner must be completed and submitted.

Section 1: Enterprise details: .....

Name of enterprise Contact person: .....

Email: .....

Telephone: .....

Cell: .....

Section 2: Particulars of companies and close corporations

Company / Close Corporation Registration Number: .....

Section 3: SARS information

Tax reference number: .....

VAT registration number: .....

(state **Not Registered** if not registered for VAT)

Section 4: CIDB registration number

CIDB Registration number (if applicable) .....

Section 5: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No.71 of 2008) or a member of a close corporation registered in terms of the Close Corporations Act,1984, (Act No.69 of 1984).

Full name of principal	Identity number	Personal tax reference number

S3

Attach separate page if necessary

Section 6: Record in the service of the state

Indicate, by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Provinces
- ☐ a member of the board of directors of any Municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any department, national or provincial public entity or constitution al institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament of a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of Principal	**Name of institution, public office, board or organ of Status of service**	**Status of Service** (tick appropriate column)	
		Current	**Within last 12 months**

Section 7: Record of family member in the service of the state

Family member: a person's spouse, whether r in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate, by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Provinces
- ☐ a member of the board of directors of any Municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any department, national or provincial public entity or constitution al institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament of a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

Attach separate page if necessary

Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entities, including any of its joint venture partners, terminated during the past five years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract?

☐ Yes ☐ No (tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 9: Declaration

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tendering entity, confirms that the contents of this Declaration are within my personal knowledge, save where stated other wise in an attachment hereto, and to the best of my belief is both true and correct, and that:

i) neither the name of the tendering entity, nor any of its principals, appears on:

   a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No.12 of 2004); or

   b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)

ii) the tendering entity of any of its principals has not been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa) within the last five years;

iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);

iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers;

v) the tendering entity has not engaged in any prohibited restrictive horizontal practices, including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract, etc.) or intention to not win a tender;

vi) the tendering entity has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;

vii) neither the tenderer nor any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity, and are not in arrears for more than three months;

viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and, when called up on to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by National Treasury, for SARS to do likewise.

Signed ..... Date .....

Name ..... Position .....

Enterprise name .....

NOTE 1: The Standard Conditions of Tender contained in SANS10845-3 prohibits anticompetitive practices (clause3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with the Employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause4.13.1). Clause5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. municipalities and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in municipalities, from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding five years, or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that municipalities and municipal entities should not award a contract to a person who is in the service of the State, a director, manager or principal shareholder in the service of the State or who has been in the service of the State in the previous twelve months.

NOTE 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the State.

NOTE 5: Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004, include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract, and the manipulating by any means of the award of a tender.

NOTE 6: Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice, including agreements between parties in a horizontal relationship, which have the effect of substantially preventing or lessening competition, directly, or indirectly fixing prices or dividing markets or constituting collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

ACCEPTANCE OF BID CONDITIONS AND BIDDER'S DETAILS

Acceptance of Bid Conditions and Bidder's Details

Bid No: _____

Name of Bidder: _____

Authorised signatory: _____

Name of Authorised Signatory _____

Position of Authorised Signatory _____

By signing above the bidder hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on him/her under this bid.

[*Note to the Bidder: The Bidder must complete all relevant information set out below*.

(a) CENTRAL SUPPLIER DATABASE (CSD) INFORMATION

Bidders are required to be registered on the Central Supplier Database (CSD) of National Treasury. Failure to submit the Requested information may lead to disqualification. Bidders are therefore required to submit as part of this proposal both their CSD supplier number and CSD unique registration reference numbers below:	
Supplier Number	
Unique registration reference number	

(b) BIDDING STRUCTURE

Indicate the type of Bidding Structure by marking with an 'X':	
Individual Bidder	
Joint Venture / Consortium	
Leading Contract or with Sub Contractors	
Other	

(c) REQUIRED INFORMATION

If Individual Bidder:	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	

If Joint Venture or Consortium, indicate the following for each partner: *insert separate page if necessary	
Partner1	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Scope of work and the value as a % of the total value of the contract	

Partner 2	
Name of Company	

Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Scope of work and the value as a % of the total value of the contract	

If bidder is a Leading Contract or using Sub-contractors, indicate the following:	
Leading Contractor	
Name of Company	
Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Sub-contractors *insert separate page if necessary	
Name of Company	

Company Registration Number	
Vat registration Number	
Contact Person	
Telephone Number	
Cellphone Number	
Fax Number	
Email address	
Postal Address	
Physical Address	
Number of subcontracted professional discipline/s	

PART C1: CONTRACT DATA

C1.1 CONTRACT DATA

The successful firm or Joint Venture will enter into a Building Agreement.

The conditions applicable to this Contract are:
JBCC Series 2000 Principal Building Agreement, Edition 6.2 May 2018 including all other JBCC support documentation that together form the contract between the Employer and the Contractor.

Copies of these documents may be obtained from The Association of South African Quantity Surveyors
Tel No. (011) 315-4140

PART 1: DATA PROVIDED BY THE EMPLOYER

Clause		Guidance notes
	The Employer is the	
3.4 and 4.3.2	The authorised and designated representative of the Employer.....	
	The address for receipt of communications is:	
	Telephone:.....	
	Facsimile:	
	Email:.....	
	Address:.....	
1	The Project is.....	
1	The Period Performance is.....	
1	The Start Date is.....	*Insert the date on which Services are to commence.*
3.4.1	Communications by e-mail / facsimile is not permitted.	*Omit if permitted. Delete that which is not applicable*
3.5	The location for the performance of the Project is	*Omit if not required*

3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.	*Omit if standard provisions in clause 3.6 are to apply.*
3.9.2	The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data	*Omit if time-based charges are to be negotiated.*
3.12	The penalty payable is R ..... per Day subject to a maximum amount of R	
3.15.1	The programme shall be submitted within ..... Days of the award of the Contract.	*Not required if programme is to be submitted with the tender*
3.15.2	The Service Provider shall update the programme at intervals not exceeding .... weeks	*Insert number of weeks e.g. 5, if required more frequently than once a quarter.*
3.16	The time-based fees shall not be adjusted for inflation	*Omit if the default provisions are appropriate*
13.16.1	The indices are those contained in Table A of P0141 Consumer Price Index for the CPI for all services published by Statistics South Africa	*Omit if no adjustment is to be made for inflation. Amend if necessary*
4.3.1 (d)	The Service Provider is not required to assist in the obtaining of approvals, licenses and permits from the state, regional and municipal authorities having jurisdiction over the Project	*Omit if the Service Provider is required to do so. Reword as necessary.*
5.4.1	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule	*State requirements for professional indemnity insurance, if any*
	The Service Provider is required to provide the following insurances	*State requirements for other insurances if required.*
	1. Insurance against.....	
	Cover is: Period of cover: ..... 2. Insurance against.....	

	Cover is: Period of cover:	
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:	
	1.....	
	2.....	
7.2	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2 and to complete the Personnel Schedule.	
8.1	The Service Provider is to commence the performance of the Services within … Days of date that the Contract becomes effective.	*Omit if this is not a requirement*
8.2.1	The Contract is concluded when.....	*Insert number of day or amend as appropriate.*
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed..... months/ weeks	*Omit if standard provisions of Clause 8.2.1 are appropriate.*
9.1 11.1	A Service Provider may subcontract any work which he has the skill and competency to perform	*State maximum period for suspension.*
12.1	Interim settlement of disputes is to be by mediation /adjudication	*Enter Employer or Service Provider*
12.2 / 12.3	Final settlement is by litigation / arbitration	*Omit if not permitted*
12.2.1	In the event that the parties fail to agree on a mediator, the mediator is nominated by	*Delete if adjudication is selected*
12.3.3	The adjudicator is the person appointed by the..... (name of an official within a body /association) Tel ..... Fax..... No.....	*Insert particulars of person who appoints or delete if mediation is selected*

12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by	*Delete if litigation is selected*
13.1.3	All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of	*Delete if not a requirement or amend wording as required.*
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within..... months from the date of termination or completion of the Contract	*Not required if the standard provisions of Clause 13.4 are acceptable.*
13.5.1	The maximum amount of compensation payable by either Party to the other in respect of liability under the Contract is limited to R ..... Or The provisions of 13.5 do not apply to the Contract	*Not required if the standard provisions of Clause 13.5.1 are acceptable.* *Insert if provisions are not to apply*
13.6	The provisions of 13.6 do not apply to the Contract	*Insert if provisions are not to apply*
15	The interest rate will be prime interest rate of the Employers bank at the time that the amount is due. or The interest rates will be	*Describe interest payable. Amend wording as applicable*
	The additional conditions of contract are:	*Insert additional conditions of contract or delete row*

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause		*Guidance notes*
	The Employer is the	
5.3	The authorised and designated representative of the Employer.....	
	The address for receipt of communications is:	
	Telephone:.....	
	Facsimile:	
	Email:.....	
	Address:.....	
1		
	The Project is.....	
1	The Period Performance is.....	*Omit if employer specifies Period of Performance.*
5.5 7.1.2	The Key Persons and their jobs / functions in relation to the services are:	*Provide if a requirement*
	Name / Specific Duties	

Name	Specific Duties

FORM OF OFFER AND ACCEPTANCE

Offer

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

APPOINTMENT OF A SUITABLE CONTRACTOR TO UNDERTAKE THE MAJOR UPGRADES AT EXISTING PAX CLINIC, VILJOENSKROON, FREE STATE PROVINCE

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider 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):	
Rand in figures:	R

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 tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the Service Provider in the conditions of contract identified in the Contract Data.

THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTITY: (cross out block which is not applicable)

Company or Close Corporation: .... And: Whose Registration Number is: ..... And: Whose Income Tax Reference Number is:	OR	Natural Person or Partnership: .... Whose Identity Number(s) is/are: ..... Whose Income Tax Reference Number is/are: .....

AND WHO IS (if applicable):

Trading under the name and style of: .....

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: ..... In his/her capacity as:	**Note:** **A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.**

SIGNED FOR THE TENDERER:

Name of Representative	Signature	Date

WITNESSED BY:

Name of Witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents..... ☐

The official alternative..... ☐

Own alternative (only if documentation makes provision therefore) ..... ☐

SECURITY OFFERED:

a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract

b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:

i. cash deposit of 10 % of the Contract Sum Yes ☐ No ☐

ii. payment reduction of 10% of the value certified in the payment certificate. Yes ☐ No ☐

iii. cash deposit of 5% of the Contract Sum and a payment reduction of 5% of the value certified in the payment certificate. Yes ☐ No ☐

iv. fixed construction guarantee of 5% of the Contract Sum and a payment reduction of 5% of the value certified in the payment certificate. Yes ☐ No ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

The Tenderer elects as its domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served, as (physical address):

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No. .....

Fax No .....

Postal address

.....

Banker .....

Branch .....

Branch Code .....

Account number.....

Registration No of Tenderer at Department of Labour .....

CIDB Registration Number: .....

Acceptance

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and contract data, (which includes this agreement) Part C2 Pricing data
- Part C3 Scope of work.
- Documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now Service Provider) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties. [1]

FOR THE EMPLOYER:

Name of Signatory	Signature	Date

Name of Organisation:	**FREE STATE DEPARTMENT OF HEALTH**
Address of Organisation	**2 Charlotte Maxeke Street,** **City Centre,** **Bloemfontein** **9301**

Name of Witness	Signature	Date

[1] As an alternative, the following wording may be used:
Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to- door delivery /courier service *(delete that which is not applicable),* provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

(i) Subject _____

Details _____

(ii) Subject _____

Details _____

(iii) Subject _____

Details _____

(iv) Subject _____

Details

By the duly authorised representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:

a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.

b) mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Mechanical Work, published by the South African Association of Quantity Surveyors, July 2005).

c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).

2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

3 Preliminary and general requirements are based on the JBCC Series 2000 Code 2103, May 2018 Addition preliminaries for the use of JBCC Series 2000. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.

4 It will be assumed that prices included in the Bills 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 tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).

5 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.

6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

7 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

8 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities

9 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.

10 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.

11 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.

12 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:

a) an amount which is not to be varied, namely Fixed (F)
b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

13 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is
made, the adjustments shall be based on the following breakdown:

a) 10 percent is Fixed;
b) 15 percent is Value Related
c) 75 percent is Time Related.

14 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

15 Where there is a discrepancy between the tender amount and the corrected amount, the corrected amount shall take precedence after consultation with the bidder. Such corrected amounts shall be confirmed in writing by the bidder

PART C3: SCOPE OF WORK

C3.1 SCOPE OF WORK

1. Background

1.1 The Free State Department of Health (FSDoH) is committed to delivering infrastructure and construction opportunities through sustainable healthcare facilities, infrastructure and construction projects throughout the Free State Province. To achieve this vision, the FSDoH aims to appoint a suitable contractor to execute major upgrades in one of its facilities i.e. Pax Clinic situated in Viljoenskroon, in the Free State Province.

2. The Objectives and Purpose of the RFP

2.1 The PAX Clinic is faced with significant upgrades requirements including the need to provide additional facilities within the clinic. The current situation at PAX Clinic has exacerbated the provisions of healthcare services.

2.2 The FSDoH is issuing this Bid Document to appoint a suitable contractor to facilitate the efficient and effective execution of Major Upgrade including construction of additional facilities within the clinic.

3. The specific scope of work is as detailed below:

3.1 Refurbishments to existing Main Building (Clinic)

3.1.1 Replacement of Roof construction and Roof covering.

3.1.2 Replacement of floor finishes.

3.1.3 Replacement of sanitary fittings.

3.1.4 Replacement of all windows and doors

3.1.5 Extension of the Main building, including foundations, new brick walls, New concrete surface beds, New Ceilings and Roofs.

3.1.6 Replace cement of Electrical Installation

3.1.7 New Air-Conditioning

3.1.8 New Fire Protection

3.1.9 New Medical Gas

3.1.10 New Wet Services

3.2 Construction of New EMS Building:

3.2.1 Construction of new EMS Building comprising of:

- Foundations
- Concrete Surface Beds
- Aluminum Doors and Windows
- Timbers Doors
- Face Brick external Façade
- Timber Roof Construction
- Metal Sheet Roof Covering

3.2.2 New Electrical Installation

3.2.3 New Air-Conditioning

3.2.4 New Fire Protection

3.2.5 New Wet Services

3.3 Construction of new Staff Accommodation Building:

3.3.1 Construction of new Staff Accommodation Building comprising of:

- Foundations
- Concrete Surface Beds
- Aluminum Doors and Windows
- Timbers Doors
- Face Brick external Façade
- Timber Roof Construction
- Metal Sheet Roof Covering

3.3.2 New Electrical Installation

3.3.3 New Air-Conditioning

3.3.4 New Fire Protection

3.3.5 New Wet Services

3.4 Construction of new Guard House:

3.4.1 Construction of new Guard House comprising of:

- Foundations
- Concrete Surface Beds
- Aluminum Doors and Windows
- Timbers Doors

- Face Brick external Façade
- Timber Roof Construction
- Metal Sheet Roof Covering

3.4.2 New Electrical Installation

3.4.3 New Air-Conditioning

3.4.4 New Fire Protection

3.4.5 New Wet Services

3.5 Construction of new Medical Waste Building:

3.5.1 Construction of new Guard House comprising of:

- Foundations
- Concrete Surface Beds
- Aluminum Doors and Windows
- Face Brick external Façade
- Timber Roof Construction
- Metal Sheet Roof Covering

3.5.2 New Electrical Installation

3.6 Construction of new Garden Storage Building:

3.6.1 Construction of new Guard House comprising of:

- Foundations
- Concrete Surface Beds
- Aluminum Doors and Windows
- Face Brick external Façade
- Timber Roof Construction
- Metal Sheet Roof Covering

3.6.2 New Electrical Installation

3.7 External Works:

3.7.1 New Paved Parking including Bulk Earthworks

3.7.2 New Sewer Construction

3.7.3 New Stormwater Construction

3.7.4 New Bulk Water Infrastructure

3.7.5 New Perimeter Fencing

3.7.6 New Boundary Wall

3.7.7 De-Canting

3.7.8 New Electrical Installation

EVALUATION CRITERIA

This bid shall be evaluated in three stages:

a) On stage one, Bids will be evaluated on compliance with mandatory requirements.

b) On stage two, Bids will be evaluated on functionality as stipulated on the RFP.

c) On stage three, Bids will be evaluated on preference and Price:

i) Calculating points for Specific points will be awarded to a tenderer for attaining the highest points in accordance with the below process

ii) The scoring of points for price and preference system in terms of the 90/10 preference point system where the lowest price score 90 points for price.

1. STAGE ONE – COMPLIANCE WITH THE MANDATORY REQUIREMENTS

Only Tenderers who satisfy the following eligibility criteria are eligible to submit tenders:
(Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration).

(a) Use of correction fluid is prohibited.

(b) Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed, and signed in black ink.

(c) No Consortium Member / Joint Venture member or Sub-contractor/s should appear in more than one Bid.

(d) Duly Signed Joint Venture Agreement by all members (Only applicable to a Joint Venture).

(e) Duly Signed Sub-contracting Agreement by all members (Applicable to either a Firm / Joint Venture on sub-contracted services).

(f) Company Registration Documents (CIPC) or affidavit and a trade name if a Sole Proprietor (In the case of a Joint Venture / sub-contracting, all companies shall submit separate CPIC or Affidavit and a trade name if sole Proprietor).

(g) Originally certified share certificate/s (in the case of a Joint Venture / sub-contracting, each company shall provide its separate share certificate/s).

(h) Originally certified copy/ies of identity document/s (ID/s) / Passports/s of company director/s not older than 3 months (in the case of a Joint Venture / sub-contracting, each company shall provide its separate identity document/s (ID/s) / Passports/s of company director/s).

(i) Unique security pin issued by the South African Revenue Services before the closing of this bid (in the case of either a Joint Venture / sub-contracting, each company shall provide its separate unique security pin).

(j) Unique security pin issued by the South African Revenue Services before the closing of this bid (in the case of either a Joint Venture / sub-contracting, each company shall provide its separate unique security pin).

(k) Must be registered and active on the Central Supplier Database before the date of closing of this bid. A CSD report together with the master registration number must be provided to that effect (in the case of a Joint Venture / sub-contracting, each company shall provide its separate CSD report together with the master registration number).

(l) Valid proof of Public Liability Insurance cover for minimum of R10 000 000.00 (in the case of a Joint Venture / sub-contracting, each company shall provide its separate Public Liability insurance for a minimum of R10 000 000.00).

(m) Valid COIDA or RAM / FEM or Letter of good standing with the Department of Labour (in the case of a Joint Venture / sub-contracting, each company shall provide its separate Valid COIDA or RAM / FEM or Letter of good standing).

(n) Proof of Municipal account not older than 90 days at the closing date of the bid. The Municipal rates and taxes account bearing name of the director(s) / owner and company address.
OR
Originally Certified Copy of Lease Agreement.
OR
Originally Certified Copy of Sub-Lease Agreement together with the main lease agreement.

The above three options are applicable to either Firm / All Consortium members / All Joint Venture members and sub-contractor/s

If the lease agreement / sub-lease agreement is submitted as proof, the following must be attached:

- Copies of invoices (from Lessor) for the last six (6) consecutive months, all accompanied by corresponding proof of payments *(proof of payments must be originally bank stamped).*

(o) Duly completed and signed SBD1 - Invitation to Tender

(p) Duly completed and signed Annexure A - Record of Addenda to tender documents.

(q) Duly completed and signed Annexure B - Propose amendments and qualifications

(r) Dully completed and signed Annexure C - Compulsory declaration

(s) Dully completed and signed Form 2.2.3 - Declaration of Interest SBD4

(t) Dully completed and signed Form 2.2.5 - Declaration for Procurement above R10 Million

(u) Attendance of the mandatory clarification meeting details of which are provided in the advert and in this tender document.

(v) Registration with the CIDB in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **8GB** class of construction work, or by a contractor who is registered as a potential emerging enterprise in terms of these regulations at a contractor grading designation one level lower than the required class as specified above are eligible to submit bids, provided that the employer:

- Is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and
- Ensures that financial, management or other support is provided to that contractor to enable the contractor to successfully execute that contract.

Joint Ventures are eligible to submit bids provided that:

- Each member of the joint venture is registered with the CIDB,
- The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations (according to the CIDB website Joint Venture Grading Designation Calculator) is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **8GB** class of construction work.

(w) Proof of letter of intent from a guarantor for the issuing of a Performance Guarantee to the value of 10% of the contract sum for this project.

(x) Must provide a **Code A** Bank Rating

2. STAGE TWO – EVALUATION BASED ON FUNCTIONALITY

- All responsive bidders will be subjected to an oral presentation of their proposed methodology and approach.
- The minimum score for functionality which each bidder must obtain is 100 points out of 125 points for evaluation of preference points.
- Each bid will be evaluated for functionality on the following areas:

A CAPACITY OF THE CONTRACTOR TO EXCECUTE LARGE INFRASTRUCTURE PROJECTS OF SIMILAR NATURE AND COMPLEXITY (30 Points)

Capacity of the Contractor to execute the works. In order to qualify here, the Contractor will have to demonstrate their capacity/ability to execute the works needed in construction projects of a similar nature which were awarded and completed within the last 5 years (Excluding two years of Covid 19 Pandemic)

Evaluation points will be awarded in terms of the following table:

Table 1: Capacity of the Contractor to Excecute Large Infrastructure Projects (30 points)

Description of the Criteria	Points Allocation
Supporting documents required to support the claims above (Only appointment letter/s and accompanied by completion certificate/s for projects above R10 million must be submitted as proof to support claims made above) In support, bidders are to provide the following: (a) Consultant's Letters of appointment (b) Main Contractor's Practical Completion Certificate (c) Letter from the client confirming the following: - Final account value inclusive of VAT - Remarks on quality Client to stipulate the most relevant between the following: Poor Average Good Excellent	

	Experience Assessment				Quality Assessment from Client reference Letter				TOTAL MAXIMUM POINTS
A	B	C	D	E	F	G	H	I	J
Project	Project less than 10 Million	Project between 10 Million and including R30 Million	Project between R30 Million and R50 Million	Project of R50 Million and above	Poor	Average	Good	Excellent	(E + I) =
Project 1	0	2	3	4	0	0,8	1,2	2	
Project 2	0	2	3	4	0	0,8	1,2	2	
Project 3	0	2	3	4	0	0,8	1,2	2	
Project 4	0	2	3	4	0	0,8	1,2	2	
Project 5	0	2	3	4	0	0,8	1,2	2	
Total number of points	0	10	15	20	0	4	6	10	30

Total Points for Capacity of the Contractor to Excecute Large Infrastructure Projects	**30**

B EXPERIENCE OF KEY STAFF - CONSTRUCTION PROJECT MANAGER (25 POINTS)

Certified copies of Relevant Built Environment Qualifications (NQF level 7 or higher) and Experience of Professional Construction Manager (PCM) registered with SACPCMP for which a detailed CV with traceable and contactable reference for similar building projects worked/completed. Provide valid proof that the registration is active on the advert closing date

- Provide an affidavit signed by the PCM giving the company consent to utilise their personal information for the purposing of responding to this bid.
- The contractor has the responsibility to ensure that they maintain within their employment a person/s of similar qualification, and experience as to the one they submitted their details for this bid.
- The contractor has the responsibility to ensure that they maintain within their employment a person/s of similar qualification, and experience as to the one they submitted their details for this bid.
- the department will consider it as bridge of contract should the contractor not adhere to this condition throughout the duration of this contract.

Description of the Criteria for Key Staff - Construction Project Manager		Points Allocation
Points allocated based on the relevant experience:		
Years of Experience	Points Allocation	
10 Years and more	25 Points	
Between 6 and including 8 Years	20 Points	**25**
Between 4 and including 6 Years	15 Points	
Between 2 and including 4 Years	10 Points	
Between 0 and including 2 Years	5 Points	

C EXPERIENCE OF KEY STAFF - OCCUPATIONAL HEALTH & SAFETY OFFICER (15 POINTS)

Certified copies of Relevant Built Environment Qualifications (NQF level 4 or higher) and Experience of Profesional Occupatiojal health and Safety Officer registered with SACPCMP for which a detailed CV with traceable and contactable reference for similar building projects worked/completed. Provide valid proof that the registration is active on the advert closing date

- Provide an affidavit signed by the OHS Officer giving the company consent to utilise their personal information for the purposing of responding to this bid.
- The contractor has the responsibility to ensure that they maintain within their employment a person/s of similar qualification, and experience as to the one they submitted their details for this bid.
- The contractor has the responsibility to ensure that they maintain within their employment a person/s of similar qualification, and experience as to the one they submitted their details for this bid.
- the department will consider it as bridge of contract should the contractor not adhere to this condition throughout the duration of this contract.

Description of the Criteria for Key Staff - Construction Project Manager	Points Allocation
Points allocated based on the relevant experience: Years of Experience — Points Allocation 10 Years and more — 15 Points Between 6 and including 8 Years — 12 Points Between 4 and including 6 Years — 9 Points Between 2 and including 4 Years — 6 Points Between 0 and including 2 Years — 3 Points	**15**

D EXPERIENCE OF KEY STAFF - CONSTRUCTION PROJECT SUPERVISOR (20 POINTS)

Certified copies of Relevant Qualifications (NQF level 5 or higher) and Experience of Construction Supervisor for which a detailed CV with traceable and contactable reference for similar building projects worked/completed

Description of the Criteria for Key Staff - Construction Project Supervisor	Points Allocation
Points allocated based on the relevant experience: Years of Experience — Points Allocation 13 to 15 Years and more — 20 Points Between 10 and 13 Years — 16 Points Between 7 and including 10 Years — 12 Points Between 4 and including 7 Years — 8 Points Between 0 and including 4 Years — 4 Points	**20**

E SUBMISION OF PROPOSED METHODOLOGY AND APPROACH (35 Points)

Evaluation of Proposed Methodology and Approach

Points allocated for proposed methodology should illustrate how Contract Administration Principles are going to be applied. Quality management from, Supervision, to completion in consideration of the following:

- The methodology must respond to the scope of work and outline the proposed approach / methodology including that relating to health and safety. The methodology should articulate what value add the bidder will provide in achieving the stated objectives for the project.
- The bidder must explain their understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them.
- The methodology and Approach should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach.
- The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how risks will be managed and what contribution can be made regarding value management.

The proposed Methodology and Approach will be scored using the following guide below:

- Besides meeting the "good" rating, the important issues are approached in an Innovative and efficient way, indicating that the bidder has outstanding knowledge of state-of-the- art approaches. The approach details innovative ways to improve the project outcomes and the quality of the outputs	**Excellent**
- The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk, etc. is specifically tailored to the critical characteristics of the project.	**Good**
- The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project.	**Average**
- The technical approach and/or methodology is poor/is unlikely to satisfy project objectives or requirements. The bidder has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project	**Fair**

Evaluation points will be awarded in terms of the following table:

Table 5: Evaluation of Proposed Methodology and Approach

Criteria		Points Allocation
Proposed Methodology and Approach		
Sub-criteria	Points Allocation	
Presentation on methodology is **Excellent** based on the proposed project scope	35 Points	35
Presentation on methodology is **Good** based on the proposed project scope	28 Points	
Presentation on methodology is **Average** based on the proposed project scope	21 Points	
Presentation on methodology is **Fair** based on the proposed project scope	14 Points	
Presentation on methodology is **Poor** based on the proposed project scope	0 Points	

F	TOTAL POINTS FOR FUNCTIONALITY	125

- **Minimum Threshold 80% = 100**

MEDIUM OF COMMUNICATION

All documentation submitted in response to this bid document must be in English

VERIFICATION OF DOCUMENTS

Respondents should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by the Department in regard to anything arising from the fact that pages are missing or duplicated.

GENERAL TERMS AND CONDITIONS

1. Where a bid is not received by the Department in the tender box by the closing date and time, it will be regarded as a late proposal and thus it will not be considered.

2. The Bidders shall not assume that information and/or documents supplied to the Department at any time prior to this Bid, are still available to the Department, and shall consequently not make any reference to such information document in response to this request.

3. The Bidder is responsible for all costs incurred in the preparation and submission of the proposal.

4. A copy/ies of any affiliations, memberships and/or accreditations that support your submission must be included in the proposal.

5. Kindly note that the Department is entitled to:
   a) Amend any Bid Document conditions, validity period, specifications, or extend the closing date and/or time of this Bid document before the closing date. All Respondents to whom the Bid documents have been issued will be advised through the appropriate media platform, e.g. e-Tender portal or through email those service providers who shall attend the compulsory briefing session, of any such amendments in good time;
   b) Verify any information contained in a proposal;
   c) Not to appoint any bidder;

6. An omission to disclose material information, a factual inaccuracy, and/ or a misrepresentation of fact may result in the disqualification of a proposal, or cancellation of any subsequent contract.

7. The Department also reserves the right to award this Bid as a whole or in part without furnishing reasons.

8. The Department also reserves the right to cancel or withdraw from this Bid as a whole or in part without furnishing reasons and without attracting any liability.

9. The Bidder hereby offers to render all of the services described in the attached documents (if any) to the Department on the terms and conditions and in accordance with the specifications stipulated in this Bid documents (and which shall be taken as part of, and incorporated into, this proposal at the prices inserted therein).

10. This proposal and its acceptance shall be subject to the terms and conditions contained in this Bid document.

11. Proposals submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of the Board of Directors.

12. LEGISLATION AND STANDARDS

12.1 It is the expectation of the Free State Department health that the bidder is familiar with all legislations and standards applicable to this Bid, including the following:

a) The National Treasury's Standard on Infrastructure Procurement and Delivery Management System (SIPDM), Public Finance Management Act, act no 1 of 1999 as update on 30 April 2015,

b) Preferential Procurement Regulations of 2017,

c) The CIDB Act, act no 38 of 2000,

d) All the relevant Legislations, Treasury Regulations, Circulars, and Instruction Notes.

16. CONCLUSION

Failure to comply with any of the terms and conditions as set out above will invalidate the Proposal.

The Department's decision on proposals received shall be final and binding

ANNEX F
(normative)

Standard Conditions of Tender

These Standard Conditions of tender that follow below are identical to that contained In Annex F of the CIDB Revised Standard for Uniformity in Construction Procurement, published in terms of the Construction Industry Development Board Act, 2000 (Act No 38 of 2000) published in the Government gazette No 31823 of 30 January 2009 which can be obtained from the CIDB web page (cidb.org.za).

F.1 General

F.1.1 Actions

F.1.1.1 The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decision where conflict exists or recuse themselves from the procurement process, as appropriate.

Note: (1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

(2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decision taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the Employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) conflict of interest means any situation in which:
   i) someone in a position of trust has competing professional or personnel interests which make it difficult to fulfil his or her duties impartially;
   ii) an individual or organization is in a position to exploit a professional or official capacity in some way for their personnel or corporate benefit; or
   iii) incompatibility or contradictory interests exist between an employee and the organization which employs that employee.

b) comparative offer means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and

d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

e) organization means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

f) quality (functionality) means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and Employer's agent

Each communication between the Employer and a tenderer shall be to or from the Employer's agent only, and in a form that can be read, copied and recorded. Communication shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the Employer's agent are stated in the tender data.

F.1.5 The Employer's right to accept or reject any tender offer

F.1.5.1 The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The Employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give written reasons for such action upon written request to do so.

F.1.5.2 The Employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data requires that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer'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.

F1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the Employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the Employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the tender data.

F.2.9 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 tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F2.10.2 Show VAT payable by the Employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of fluid masking are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 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.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, 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.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and" COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer 's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer 's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender 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 tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

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.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;

b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or

c) in the opinion of the Employer, acceptance of material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advice tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

a) complies with the requirements of these Conditions of Tender,

b) has been properly and fully completed and signed, and

c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,

b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or

c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tender offers for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.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:

iii) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or

iv) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

a) If the 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.

b) 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 tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

a) Rank tender offers from the most favorable to the least favorable comparative offer.

b) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preference:

a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.

b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

TEV = NFO + NP

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

c) Rank tender offers from the highest number of tender evaluation points to the lowest.

d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

TEV = NFO + NQ

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

c) Rank tender offers from the highest number of tender evaluation points to the lowest.

d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

a) Score each tender in respect of the financial offer made, preferences claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.

b) Calculate the total number of tender evaluation points (TEV) in accordance with the following formula:

TEV = NFO + NP + NQ

where: NFO is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;
NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.
NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

c) Rank tender offers from the highest number of tender evaluation points to the lowest.

d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.6 Decimal Places

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

NFO = W1 x A

where: NFO is the number of tender evaluation points awarded for the financial offer.
W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
A is a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1*	Option 2*
1	Highest price or discount	$A = \frac{(1 + (P - Pm))}{Pm}$	$A = P / Pm$
2	Lowest price or percentage commission/fee	$A = \frac{(1 - (P - Pm))}{Pm}$	$A = Pm / P$
*	Pm is the comparative offer of the most favorable tender offer. P is the comparative offer of tender offer under consideration.		

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

NQ = W2 x SO / MS

where: SO is the score for quality allocated to the submission under consideration;

MS is the maximum possible score for quality in respect of a submission; and

W2 is the number of tender evaluation points awarded for quality offered as stated in the tender data.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and/or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) complies with the legal requirements, if any, stated in the tender data, and

f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

a) addenda issued during the tender period,

b) inclusion of some of the returnable documents,

c) other revisions agreed between the employer and the successful tenderer, and

104

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Issue final contract

Prepare and issue the final draft of contract to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any).

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudge the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.