

SBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF FREE STATE HEALTH					
BID NUMBER:	DOH (FS) 16/2026/2027	CLOSING DATE:	28 AUGUST 2026	CLOSING TIME:	11H00
DESCRIPTION	Invitation for proposals for the appointment of a program management Unit (PMU) to undertake upgrade, refurbishments, planned and unplanned maintenance of the existing healthcare facilities for the Free State Province.				
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 ☐ No		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	Mr T.Tau
CONTACT PERSON	Mr. M.S. Lesia	TELEPHONE NUMBER	073 842 4548
TELEPHONE NUMBER	051 408 1152	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	TauT@fshealth.gov.za
E-MAIL ADDRESS	LesiaMSL@fshealth.gov.za	<u>NB: Bidders may send any queries electronically to the above mentioned emails</u>	

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) AND SPECIAL 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

- 1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

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

2.3.1 If so, furnish particulars:

.....

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

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

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

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

3 GENERAL DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Designation

.....
Name of bidder

**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
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)}
 \end{array}$$

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 preference point system is applicable, corresponding points must also be indicated as such.)

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)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Evidence to be submitted by the supplier to substantiate the points claimed / allocated per specific goal
Woman	• 50% - 100% Woman ownership = 2 points • 1% - 59% Woman ownership = 1 point • 0% Woman ownership = 0 point		• RSA identity document or • Valid RSA driver's license issued by the relevant authority. NB: Together with company registration documentation which contains the % of ownership or the shareholding certificate indicating number of shares / % of shares owned by individual director/s must be submitted for verification of ownership.
Youth	• 50% - 99% Youth ownership = 2 points • 1% - 49% Youth ownership = 1 point • 0% Youth ownership = 0 point		• RSA identity document or • Valid RSA driver's license issued by the relevant authority. NB: Together with company registration documentation which contains the % of ownership or the shareholding certificate indicating number of shares / % of shares owned by individual director/s must be submitted for verification of ownership.
People with disability	• 100% Ownership = 1 point • 0% Ownership = 0 point		• Sworn Affidavit signed by the company representative and attested by the Commissioner of Oaths.
Free State based company	• Free State based company = 5 points		• Municipal Account. (If the municipal account is not in the name of the company but rather in that of the director(s), a sworn affidavit confirming that the company is operating in the premises of one of the directors must be attached) • Lease Agreement. • Title Deeds. • Permission to Occupy land, signed by the traditional authority. • Letter of confirmation of the address signed by the ward councilor.
TOTAL	10		

- Note to tenderers: The tenderer must indicate how they claim points for each specific goal point system.)

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:

SPECIAL CONDITIONS OF CONTRACT
DEPARTMENT OF HEALTH

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34) Penalties	10
35) Settlement of disputes	10
36) Termination of contract: unfulfilled orders	10
37) Cession	10
38) Acceptance of the Special Conditions of Contract and/or General Conditions of Contract	10
39) The company must complete the following	10

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

1) INVITATION OF QUOTATIONS

Quotations with the value above R500 000 may not be invited for a period less than 7 days before closing.

If due to circumstances there is a need to close the quotation within a period less than 7 days, the intention to invite the supplier for a lesser period should be indicated on the Demand Form. **Minimum of three quotations must still be obtained in this regard.**

2) EVALUATION CRITERIA

The following preference point system is applicable to the bid/quotation 80 / 20.

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

Price	=	80 points
Specific goals	=	20
<u>Total points</u>	=	<u>100 points</u>

3. THE APPLICATION AND IMPLEMENTATION OF THE PRERERENTIAL PROCUREMENT SPECIFIC GOALS

- 3.1 The institutions must apply the 80/20 Preferential Point System to all the quotations above R30 thousand. 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	10	• 100% Woman ownership = 10 points • 75%-99% Woman ownership = 8 points • 60%-74% Woman ownership = 6 points • 50% - 59% Woman ownership = 5 points • 1%-49% Woman ownership = 1 points • 0% Woman ownership = 0 points	• 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	4	• 100% Youth ownership = 4 points • 75%-99% Youth ownership = 3 points • 60%-74% Youth ownership = 2 points • 50%-59% 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 documentations which contains the % of ownership or shareholding certificate with the percentage of shares owned by the individual Director/s. (Youth is defined as any south African citizen with the age between 18 and 35 years)

People living with disability.	2	• 100% Disabled person Ownership = 2 points • 51%-99% Disabled person Ownership = 1 points • 0% - 50% Disabled person Ownership = 0	• 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 district they are situated in.)	4	• Free State based company = 4 points • Not Free State based company = 0 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
WOMEN AND YOUTH			
Woman	10	• 100% Woman ownership = 10 points • 75%-99% Woman ownership = 8 points • 60%-74% Woman ownership = 6 points • 50% - 59% Woman ownership = 5 points • 1%-49% Woman ownership = 1 points • 0% Woman ownership = 0 points	• 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	10	• 100% Youth ownership = 10 points • 75%-99% Youth ownership = 8 points • 60%-74% Youth ownership = 6 points • 50%-59% Youth ownership = 3 points • 1-49% Youth ownership = 1 point • 0-50% Youth ownership = 0 points	• 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.

WOMEN ONLY			
Woman	20	• 100% Woman ownership = 20 points • 75%-99% Woman ownership = 18 points • 60%-74% Woman ownership = 16 points • 51%-59% Woman ownership = 13 points • 0-50% Woman ownership = 0 points	• 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 ONLY			
Youth	20	• 100% Youth ownership = 20 points • 75%-99% Youth ownership = 18 points • 60%-74% Youth ownership = 16 points • 51%-59% Youth ownership = 13 points • 0-50% Youth ownership = 0 points	• 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.

4) **Once-off bid prices**

4.1 **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.

5) **Period Contract Prices**

5.1 **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.

5.2 **2nd year and rest of the contract period – Prices subject to escalation**

5.2.1 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.

5.2.2 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.

5.2.3 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.

5.2.4 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

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

6) Qualification of bid / quotation documents

- 6.1 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.
- 6.2 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.

7) 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.

7.1 SBD 4 – Declaration of Interest

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

8) Corrections to documents:

- 8.1 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.

- 8.2 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.
- 8.3 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.
- 8.4 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.
- 8.5 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.

9) Tax Clearance Certificates

- 9.1 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.
- 9.2 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.
- 9.3 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.
- 9.4 The Department has the right to verify the Tax Clearance Certificate submitted by a company at any SARS branch office nationwide.

10) Compulsory Explanatory Meeting and / or Site Visit

- 10.1 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.
- 10.2 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.
- 10.3 Information already provided at the meeting will not be repeated to late attendees.
- 10.4 A copy of the minutes of the meeting can be made available to companies on request.

11) Payment to suppliers

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

12) **Legislation / Laws**

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

13) **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.

14) **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.

15) **Samples**

- 15.1 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

- 15.2 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.
- 15.3 Samples shall be supplied by the bidder at his/her own expense and risk.
- 15.3.1 Samples of the successful company will be kept with the Department until the end of the contract period and will be returned to the company only if so stated in the bid/quotation documents.
- 15.4 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.

16) **Bid prices**

- 16.1 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.
- 16.2 Bid prices must be all inclusive and no additional cost will be paid for e.g. delivery, VAT, etc.
- 16.3 Bid prices must be indicated on the relevant SBD 3 form/s unless otherwise requested by the Department.

17) **Price lists**

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

18) 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.

19) Adjudication of bid

19.1 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.

19.2 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.

19.3 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.

19.3.1 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.

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

19.3.3 Disqualify the bidder or person from the bidding process;

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

19.3.5 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;

19.3.6 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

19.3.7 Forward the matter for criminal prosecution.

20) 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.

21) Compliance to contract

21.1 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.

21.2 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.

22) **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.

23) **Financial schedules**

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

24) **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.

25) **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.

26) **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.

27) **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.

28) **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.

29) **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

30) **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.

31) **Incidental services**

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

32) **Spare parts**

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

33) **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.

34) 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.

35) 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.

36) 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.

37) 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.

38) 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.

39) 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: (.....)

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 "Day" means calendar day.
 - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (c) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

- 26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)

SITE EXPLANATORY MEETING CERTIFICATE

QUOTATION NUMBER: **DOH (FS) 16/2026/2027**

Attendance list number: _____

**DESCRIPTION: DOH (FS) 16/2026/2027: Department of Health
Invitation for proposals for the appointment of a program management Unit (PMU) to undertake
upgrade, refurbishments, planned and unplanned maintenance of the existing healthcare facilities for the
Free State Province.**

CONTRACT PERIOD: Date of signing of contract for five (5) years.

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: 11 August 2026

TIME: 10H00

**VENUE: Auditorium, First Floor
Bopelo House
Maxeke street and Harvey road
Department of Health
Bloemfontein
9301**

**CONTACT PERSON/S: Mr. T. Tau
TEL – 073 842 4548**

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

OFFICIAL DATE
STAMP

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

C1.1: FORM OF OFFER AND ACCEPTANCE

Project title:	INVITATION FOR PROPOSALS FOR THE APPOINTMENT OF A PROGRAM MANAGEMENT UNIT (PMU) TO UNDERTAKE UPGRADE, REFURBISHMENTS, PLANNED AND UNPLANNED MAINTENANCE OF THE EXISTING HEALTHCARE FACILITIES FOR THE FREE STATE PROVINCE.
Tender No:	DOH (FS) 16/2026/2027

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **INVITATION FOR PROPOSALS FOR THE APPOINTMENT OF A PROGRAM MANAGEMENT UNIT (PMU) TO UNDERTAKE UPGRADE, REFURBISHMENTS, PLANNED AND UNPLANNED MAINTENANCE OF THE EXISTING HEALTHCARE FACILITIES FOR THE 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 Contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

Rand (in words):	
Rand in figures:	

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the tender data, whereupon the Tenderer becomes the party named as the Contractor 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:
--	----	--

DOH(FS) 16/2026/2027: INVITATION FOR PROPOSALS FOR THE APPOINTMENT OF A PROGRAM MANAGEMENT UNIT (PMU) TO UNDERTAKE UPGRADE, REFURBISHMENTS, PLANNED AND UNPLANNED MAINTENANCE OF THE EXISTING HEALTHCARE FACILITIES FOR THE FREE STATE PROVINCE.

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 contract 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):

DOH(FS) 16/2026/2027: INVITATION FOR PROPOSALS FOR THE APPOINTMENT OF A PROGRAM MANAGEMENT UNIT (PMU) TO UNDERTAKE UPGRADE, REFURBISHMENTS, PLANNED AND UNPLANNED MAINTENANCE OF THE EXISTING HEALTHCARE FACILITIES FOR THE FREE STATE PROVINCE.

C1.1 Form of Offer and Acceptance

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 Contractor 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 1 Agreement and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 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. No amendments to or deviations from said documents are valid unless contained in this schedule.

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 fulfil 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, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the Tenderer, provided that the Employer notifies the Tenderer of the tracking number within 24 hours of such submission. Unless the Tenderer (now Contractor) 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.

FOR THE EMPLOYER/DOH: INVITATION FOR PROPOSALS FOR THE APPOINTMENT OF A PROGRAM MANAGEMENT UNIT (PMU) TO UNDERTAKE UPGRADE, REFURBISHMENTS, PLANNED AND UNPLANNED MAINTENANCE OF THE EXISTING HEALTHCARE FACILITIES FOR THE FREE STATE PROVINCE.

Name of Signatory	Signature	Date

Name of Organisation:	FREE STATE DEPARTMENT OF HEALTH
Address of Organisation	Bophelo House, Cnr Charlotte Maxeke and Harvey Road, Bloemfontein. 9300

WITNESSED BY:

Name of Witness	Signature	Date

SCHEDULE OF DEVIATIONS:

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:

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.



**INVITATION FOR PROPOSALS FOR THE APPOINTMENT OF A
PROGRAM MANAGEMENT UNIT (PMU) TO UNDERTAKE
UPGRADES, REFURBISHMENTS , PLANNED AND UNPLANNED
MAINTENANCE OF THE EXISTING HEALTHCARE FACILITIES FOR
THE FREE STATE PROVINCE FOR A PERIOD OF FIVE (5) YEARS**

BID NUMBER:
DOH (FS) 16/2026/2027



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Appendix

- A FORM:Key Persons and their jobs / functions in relation to the Services (to be completed by Service Provider)
- B Resource Information Sheet
- C Standard Conditions of Tender
- D Standard Professional Services Contract



THE TENDER

PART T1: TENDERING PROCEDURES

T1.1 Tender Notice and Invitation to tender

The Free State Department of Health, invites Professional Teams for: BID NO.: DOH (FS) 16/2026/2027 - INVITATION FOR PROPOSALS FOR THE APPOINTMENT OF A PROGRAM MANAGEMENT UNIT (PMU) TO UNDERTAKE UPGRADES, REFURBISHMENTS , PLANNED AND UNPLANNED MAINTENANCE OF THE EXISTING HEALTHCARE FACILITIES FOR THE FREE STATE PROVINCE FOR A PERIOD OF FIVE (5) YEARS

Queries relating to SCM issue of these documents may be addressed to Ms. B Dondolo Tel No. 051–4081152, email: dondolob@fshealth.gov.za and issues relating to infrastructure (technical) may be addressed to Mr T. Tau, Tel. No 073 842 4548, email : TauT@fshealth.gov.za

A compulsory clarification meeting will take place at Bophelo House, 1st Floor Block C West, Corner Charlotte Maxeke & Harvey Road on, 11 August 2026 starting at 10h00.

Failure to attend this clarification meeting will lead to disqualification.

The bids will be evaluated on using three stage system with stage one focusing on mandatory requirements, and stage two focusing on responsiveness to the functionality criteria and price as outlined in this bid document.

Bidders who fail to obtain a minimum of 136 (80%) points out of 170 points for functionality will not be considered further.

The closing time for receipt of tenders is 11h00, on Friday, 28 August 2026.

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

Clause number	
	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
F.1.1	The employer is the Free State Department of Health
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:Biddingprocedures 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
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: Mr T. Tau (Technical) Name: Mrs B. Dondolo (Bidding Process)



F.2.1	Only those Bidders who satisfy the following eligibility criteria are eligible to submit tenders: 1. 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
F.2.13.5	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:
F.2.15.1	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 (FS) 16/2026/2027: INVITATION FOR PROPOSALS FOR THE APPOINTMENT OF A PROGRAM MANAGEMENT UNIT (PMU) TO UNDERTAKE UPGRADES, REFURBISHMENTS, PLANNED AND UNPLANNED MAINTENANCE OF THE EXISTING HEALTHCARE FACILITIES IN THE FREE STATE PROVINCE FOR A PERIOD OF FIVE (5) YEARS
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 120 calendar days.



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.	The procedure for the evaluation of responsive tenders is: Method 2 with functionality.
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 136 (80%) points in respect of the 170 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: <i>(Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration).</i> (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) Project Management services are not to be sub-contracted (In a Consortium / Joint Venture, the Project Management Services must only be offered by the Lead Consultant). (e) Duly Signed Consortium / Joint Venture Agreement by all members (Only applicable to a consortium / Joint Venture).
	(f) Duly Signed Sub-contracting Agreement by all members (Applicable to either a Firm / Consortium / Joint Venture on sub-contracted services). (g) Company Registration Documents (CIPC) or affidavit and a trade name if a Sole Proprietor (In the case of a Consortium / Joint Venture / sub-contracting, all companies shall submit separate CPIC or Affidavit and a trade name if sole Proprietor). (h) Originally certified share certificate/s (in the case of a Consortium / Joint Venture / sub-contracting, each company shall provide its separate share certificate/s). (i) 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 Consortium / Joint Venture / sub-contracting, each company shall provide its separate identity document/s (ID/s) / Passports/s of company director/s). (j) Valid proofs of registration in good standing with the required relevant professional bodies recognized by the Council for Built Environment (CBE). 49



- (l) Must be registered and active on the Central Supplier Database before the date of closing of this bid. A compliant CSD report together with the master registration number must be provided to that effect (in the case of a Consortium / Joint Venture / sub-contracting, each company shall provide its separate CSD report together with the master registration number).
- (m) The bidder must submit a proof of Professional Indemnity Insurance cover for minimum of R100 000 000.00 (in the case of a Consortium / Joint Venture, combined Professional Indemnity insurances adding to a minimum of R100 000 000.00 must be submitted).
- (n) Valid COIDA or RAM / FEM or Letter of good standing with the Department of Labour (in the case of a Consortium / Joint Venture / sub-contracting, each company shall provide its separate Valid COIDA or RAM / FEM or Letter of good standing).
- ~~(o) Originally certified copy of valid ISO9001:2015 certificate by an approved and authorized certification body (international or local). (in the case of Consortium / Joint Venture, only the lead consultant is required to provide a valid ISO9001:2015 certificate).~~



	(p) A minimum of two (2) professional services disciplines (with exception of Project Management Services) must be sub-contracted to Free State based consulting firms (Sub-contracted consulting firms must be submitted together with the bid) (q) Duly completed and signed SBD 1 – Invitation to Tender. (r) Duly completed and signed Annexure A – Record of Addenda to tender documents. (s) Duly completed and signed Annexure B – Propose amendments and qualifications. (t) Duly completed and signed Annexure D – Compulsory declaration. (u) Attendance of the mandatory clarification meeting details of which are provided in the advert and in this tender document.
F.3.18	The number of paper copies of the signed contract to be provided by the employer is one.
F.3.19	In the event of the B.U.I.L.D Programme be applicable, the contract data must indicate that such projects are subject to the best practices published in terms of the B.U.I.L.D Programme. It will be a condition of contract that: The contractor shall achieve in the performance of the contract the Contract Skills Development Goal (CSDG) established in the CIDB Standard for Developing Skills through Infrastructure Contracts, published in Gazette Notice No.48491 of 28 April 2023. The contractor shall achieve in the performance of the contract the Contract Participation Goals (CPG) relating to the engagement of targeted enterprises as established in the C Standard for Indirect Targeting for Enterprise Development through Construction works Contracts, published in Gazette Notice No.36190 of 25 February 2013



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
 - Declaration of Interest – SBD 4
 - Preferential Point Claim Form – SBD 6.1
-
- Acceptance of Bid Conditions and Bidder's Details



COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished. In the case of a Consortium / 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 number*	Income tax

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

Section 5: Particulars of companies and close corporations

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

Tax reference number.. ..



Section 6: 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
- 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)
- member of the National Assembly or the National Council of Provinces
- a member of an accounting authority of any national or provincial public entity
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal 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 12 months been in 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)		
		Current	With last	In 12

*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: _____

Postal address: _____

_____ (code)

_____ (code)

Telephone Number: _____ (Code)

Fax Number: _____ (Code)

	Name	Capacity	Signature
1			
2			
3			
4			



Note:

ENTERPRISE STAMP

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



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: _____

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)



ENNEXURE 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.		
8.		

Attach additional pages if more space is required

Signed _____

Date _____

Name _____

Position _____

Tenderer _____



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

FORM: PARTICULARS OF TENDERERS PROJECTS

Project title:	INVITATION FOR PROPOSALS FOR THE APPOINTMENT OF A PROGRAM MANAGEMENT UNIT (PMU) TO UNDERTAKE UPGRADES, REFURBISHMENTS, PLANNED AND UNPLANNED MAINTENANCE OF THE EXISTING HEALTHCARE FACILITIES IN THE FREE STATE PROVINCE FOR A PERIOD OF FIVE (5) YEARS		
Tender no:		Closing date:	
Advertising date:		Validity period:	120 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 Healthcare Facilities projects:

Consultant's Letter(s) of appointment, Main Contractor's Appointment Letter(s), Main 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.	Contractual commencement date	Contractual completion date	Date Certificate Of Practical Completion
1					
2					

1.2 Completed and Running / Extended Planned and Un-planned Maintenance Programs:

Consultant's Letter(s) of appointment, Consultant's letter(s) of termination for completed programs, Consultant's letter(s) of extension(s) for extended programs and Client reference letter(s), all linked to the project(s) listed below must be provided to buttress the information provided

Completed program(s) of a District(s) or Province(s) (completed within the past five (5) years, with a minimum duration of three (3) years) and/or Running / Extended program(s) (running for at least one (1) year)	Name of Employer or Representative of Employer	Contact tel. no.	Contractual commencement date	Contractual completion date (for completed program)
1				
2				

Name of Tenderer	Signature	Date

INVITATION FOR PROPOSALS FOR THE APPOINTMENT OF A PROGRAM MANAGEMENT UNIT (PMU) TO UNDERTAKE UPGRADES, REFURBISHMENTS , PLANNED AND UNPLANNED MAINTENANCE OF THE EXISTING HEALTHCARE FACILITIES FOR THE FREE STATE PROVINCE FOR A PERIOD OF FIVE (5) YEARS



INVITATION TO TENDER (SBD 1)

PART B

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 D – PREFERENTIAL POINT CLAIM FORM – (SBD 6.1)

ANNEXURE E: COMPULSORY DECLARATION



The following particulars must be furnished. In the case of a Consortium / 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:

Section 2: Particulars of companies and close corporations

Company / Close Corporation Registration Number:

.....

Section 3: SARS information

Tax reference number:

.....

VAT registration number :

.....

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



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 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)
- member of the National Assembly or the National Council of Provinces
- a member of an accounting authority of any national or provincial public entity
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of Parliament or 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 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 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 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)
- member of the National Assembly or the National Council of Provinces
- a member of an accounting authority of any national or provincial public entity
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of Parliament or 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)	
		Current	Within last 12

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)



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;

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	
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 Contractor 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 consortium / Joint Venture will enter into a Service Level Agreement.

The successful firm or consortium / Joint Venture will perform all the work as per individual Built environment Acts, codes and standard.

Standard Professional Services.

The conditions applicable to this Contract are the **Standard Professional Services Contract (July 2009 edition)** published by the Construction Industry Development Board (CIDB).

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.....	<i>Insert the date on which Services are to commence.</i>
3.4.1	Communications by e-mail / facsimile is not permitted.	<i>Omit if permitted. Delete that which is not applicable</i>
3.5	The location for the performance of the Project is	<i>Omit if not required</i>
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.	<i>Omit if standard provisions in clause 3.6 are to apply.</i>
3.9.2	The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data	<i>Omit if time-based charges are to be negotiated.</i>
3.12	The penalty payable is R per Day subject to a maximum amount of R	
3.15.1	The program shall be submitted within Days of the award of the Contract.	<i>Not required if program is to be</i>



		<i>submitted with the tender</i>
3.15.2	The Service Provider shall update the program at intervals not exceeding weeks	<i>Insert number of weeks e.g. 5, if required more frequently than once a quarter.</i>
3.16	The time-based fees shall not be adjusted for inflation	<i>Omit if the default provisions are</i>
		<i>appropriate</i>
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	<i>Omit if no adjustment is to be made for inflation. Amend if necessary</i>
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	<i>Omit if the Service Provider is required to do so. Reword as necessary.</i>
5.4.1	The Service Provider is required to provide professional indemnity cover as set out in the Professional Indemnity Schedule	<i>State requirements for professional indemnity</i>



		<i>insurance, if any</i>
	The Service Provider is required to provide the following insurances	<i>State requirements for other insurances if required.</i>
	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.	<i>Omit if this is not a requirement</i>



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 delegated 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 delegated 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	Not required if the standard provisions of Clause 13.5.1 are acceptable.
	Or The provisions of 13.5 do not apply to the Contract	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

		<i>wording as applicable</i>
	The additional conditions of contract are:	<i>Insert additional conditions of contract or delete row</i>

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

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																						
	<table border="1"> <thead> <tr> <th data-bbox="256 725 703 770">Name</th> <th data-bbox="703 725 1161 770">Specific Duties</th> </tr> </thead> <tbody> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> <tr><td> </td><td> </td></tr> </tbody> </table>	Name	Specific Duties																						
Name	Specific Duties																								



PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. PROFESSIONAL FEES AND DISBURSEMENTS

All professional fees of different disciplines as well as disbursements of the successful bidder will be calculated in strict accordance with the following instructions:

1.1 PROFESIONAL FEES

Pricing Strategy: For the feasibility stages of the Infrastructure Improvement projects, the time-base proven cost Pricing Method has been adopted for the professional services required and once the feasibility and estimated cost have been established, a fixed Primary Fee and a Percentage Fee based on an estimated infrastructure improvement value per Built Environment Professional Discipline Pricing Method applies.

a) CONSTRUCTION PROJECT MANAGEMENT

Board Notice 168 of 2019:

~~Amended Guideline Scope of Services and Recommended Guideline Tariff of Fees for Persons~~

Registered in terms of the Project and Construction Management Professions Act 2000 (Act No.48 of 2000)

b) ARCHITECTURAL

Board Notice 672 of 2024:

Guideline for Professional Fees in terms of Section 34(2) of the Architectural Professions Act 2000 (Act No.44 of 2000)

c) QUANTITY SYRVEYING

Board Notice 741 of 2025:

Amendment of Guideline Tariff of Professional Fees Quantity Surveying Profession Act, 2000 (Act No.49 of 2000)

d) CIVIL ENGINEERING

Board Notice 783 of 2025

e) Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession (Act No.46 of 2000)

f) STRUCTURAL ENGINEERING

Board Notice 783 of 2025:



Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession (Act No.46 of 2000)

g) ELECTRICAL ENGINEERING

Board Notice 783 of 2025:

Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession (Act No.46 of 2000)

h) MECHANICAL ENGINEERING

Board Notice 783 of 2025:

Guideline Professional Fees (Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession (Act No.46 of 2000)

i) OCCUPATIONAL HEALTH & SAFETY

Board Notice 167 of 2019:

Guideline Scope of Services and Recommended Guideline Tariff of Fees for Construction Health and Safety Professionals Registered in terms of the Project and Construction Management Professions Act 2000 (Act No.48 of 2000)

j) SPECIALIST CONSULTANTS SERVICES FEES

All specialists consultants with no gazzeted fee scales will be procured by the appointed Programme Management Unit (PMU) on a three quotes procurement system, subject to Free State Department of Health approval

1.2 DISBURSEMENTS

- (a) Typing, Printing, Drawing and Duplicating shall be charged in accordance with the National Department of Public works and Infrastructure Rates for Reimbursable expenses, applicable at the time of occurrence.
- (b) Travelling costs shall be charged in accordance with the National Department of Public works and Infrastructure Rates for Reimbursable expenses, applicable at the time of occurrence.
- (c) Travelling time shall be charged in accordance with the National Department of Public works and Infrastructure Rates for Reimbursable expenses, applicable at the time of occurrence.



(d) The point of origin pertaining to distance travelled will always be:

Registered offices of the Firm (*in the case of Consortium / Joint Venture, the point of origin will be that of the Lead Consultant*)

Note: The National Department of Public works and Infrastructure (NDPW&I) Rates for Reimbursable expenses should be read together with the relevant discipline's Gazette and in the event of any inconsistencies between NDPW&I Rates for Reimbursable expenses and the relevant discipline's Gazette, NDPW&I Rates for Reimbursable expenses should govern.

Schedule 1- Time Based Fees: Monthly PMU Cost of Employees: PMU Services: Un-Planned / Emergency Building related Maintenance activities: FIDPM Stages 1 – 7

Schedule 1						
Time Based Fees: Monthly PMU Cost of Employees: PMU Services: Un- Planned / Emergency Building related Maintenance activities: FIDPM Stages 1 - 7						
	PMU Discipline Specific-Built Environment Professionals / Resources required (For example: Leaders & Assistants)	Equivalent DPSA Level	Estimated No. of Resources Required (Minimum, for pricing purposes only)	Estimated total contract working hours for the resources / month minimum, for pricing purposes only	Rate per hour (R) offered	Total cost Year 1-(R)
			A	B	C	D (A x B x C = D)
1	PMU Leader (Senior)	13	1	75	R	R
2	Construction Contracts Services	11	1	63	R	R
3	Quantity Surveying Services	11	1	30	R	R
4	Architectural Services	9	1	63	R	R
5	Electrical Engineering Services	10	1	21	R	R
6	Mechanical Engineering Services	11	1	38	R	R



7	Civil and Structural Engineer Services	11	1	29	R	R
8	Construction Project Management Services	11	1	29	R	R
9	Occupational Health and Safety Services	11	1	29	R	R
10	Stakeholder Engagement Specialist / Social Facilitator Services	9	1	50	R	R
11	Works Inspectorate Services	8	4	160	R	R
12	Financial & Administration Support, PMIS services	8	2	50	R	R
TOTAL Schedule 1: Time Based Fees: Monthly PMU Cost of Employees: PMU Services: Un-Planned / Emergency Building related Maintenance activities: FIDPM Stages 1 - 7						R

Schedule 2 - Time Based Fees: Monthly PMU Cost of Employees: PMU Services: Planned/ Scheduled Building related Maintenance activities: FIDPM Feasibility Stages 2 & 3

Schedule 2					
Time Based Fees: Monthly PMU Cost of Employees: PMU Services: Planned / Scheduled Building related Maintenance activities: FIDPM Feasibility Stages 2 & 3					
	Project Management & Discipline Specific Built Environment Professional Services / Resources offered (For example: Senior Professional who is a Director or Senior Partner and Junior Professional / Resource District Based	Equivalent DPSA Level	Estimated total contract working hours for the resources / month	Rate per hour (R) offered	Total cost / month (R)
		A	B	C	D (B x C = D)
1.	PMU Leader (Senior)	13	100	R	R
2.	Construction Contracts Services	11	10	R	R
3.	Quantity Surveying Services	11	50	R	R
4.	Architectural Services	09	100	R	R
5.	Electrical Engineering Services	11	75	R	R
6.	Mechanical Engineering Services	09	150	R	R
7.	Civil and Structural Engineer Services	11	10	R	R
8.	Construction Project Management Services	09	50	R	R
9.	Occupational Health and Safety Services	11	10	R	R
10.	Stakeholder Engagement Specialist / Social Facilitator Services	09	50	R	R
11.	Works Inspectorate Services	11	10	R	R
12.	Financial & Administration Support, PMIS services	09	20	R	R
TOTAL Schedule 2 : Time Based Fees: PMU Services: Planned / Scheduled Building related Maintenance activities: FIDPM Feasibility Stages 2 & 3					R



Schedule 3 – Percentage based Fees: PMU Services: Planned / Scheduled Building related Maintenance activities: FIDPM Stages 4 - 7

Schedule 3			
Percentage based Fees: PMU Services: Planned / Scheduled Building related Maintenance activities: FIDPM Stages 4 – 7 for One (1) Cluster of facilities			
Estimated Infrastructure Maintenance Improvement value of a typical Rates-based Framework Contract for a cluster of facilities: R 6,000,000.00			
Discipline Specific Built Environment Professional Services / Resources required to deliver the FIDPM End of Stage Deliverables for PMU Services	Estimated Infrastructure Improvement value applicable per discipline (R6 000 000.00)	% Service Fee offered per discipline	Total % Fee Value (Fee shall cover cost of the professionals / resources employed, overheads, mark-up and profit)
FIDPM Design Documentation Stage 4			
PMU Lead Management Services	R 6 000 000.00		R
Architectural Services	R 3 000 000.00		R
Quantity Surveying Services	R 6 000 000.00		R
Civil Engineering Services	R 400 000.00		R
Structural Engineering Services	R 530 000.00		R
Electrical Engineering Services	R 1 200 000.00		R
Mechanical Engineering Services	R 870 000.00		R
SUB TOTAL: FIDPM Design Documentation Stage 4			R



FIDPM Works Stage 5			
Consortium Lead Consultancy Services	R 6 000 000.00		R
Architectural Services	R 3 000 000.00		R
Quantity Surveying Services	R 6 000 000.00		R
Civil Engineering Services	R 400 000.00		R
Structural Engineering Services	R 530 000.00		R
Electrical Engineering Services	R 1 200 000.00		R
Mechanical Engineering Services	R 870 000.00		R
Principal Agent Services	R 6 000 000.00		R
SUB TOTAL: FIDPM Works Stage 5			R

FIDPM Handover Stage 6			
Consortium Lead Consultancy Services	R 6 000 000.00		R
Architectural Services	R 3 000 000.00		R
Quantity Surveying Services	R 6 000 000.00		R
Civil Engineering Services	R 400 000.00		R
Structural Engineering Services	R 530 000.00		R
Electrical Engineering Services	R 1 200 000.00		R
Mechanical Engineering Services	R 870 000.00		R
Principal Agent Services	R 6 000 000.00		R



SUB TOTAL: FIDPM Handover Stage 6	R
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FIDPM Close - out Stage 7			
Consortium Lead Consultancy Services	R 6 000 000.00		R
Architectural Services	R 3 000 000.00		R
Quantity Surveying Services	R 6 000 000.00		R
Civil Engineering Services	R 400 000.00		R
Structural Engineering Services	R 530 000.00		R
Electrical Engineering Services	R 1 200 000.00		R
Mechanical Engineering Services	R 870 000.00		R
Principal Agent Services	R 6 000 000.00		R
SUB TOTAL: FIDPM Close - out Stage 7			R
Total Schedule 3: Percentage based Fees: PMU Services: Planned / Schedule related Maintenance activities: FIDPM S stages 4 – 7			R



Schedule 4 – Disbursements: Time Travel: Monthly PMU Cost: PMU Services: Un-Planned / Emergency Building related Maintenance activities: FIDPM Stages 1 - 7

Schedule 4						
Disbursements: Time Travel: Monthly PMU Cost: PMU Services: Un-Planned / Emergency Building related Maintenance activities: FIDPM Stages 1 – 7						
Estimated Distance from PMU Office location to sites, round trip and back (e.g. 250 km)						
	Category of PMU Discipline Specific Built Environment Professionals / Resources	Estimated Minimum No. of Resources	Estimated Travel Time No. of Hours (return trip)	Charge Rate per Hour offered	Estimated Number of Trips No. of trips	Total cost / month (R)
		A	B	C	D	E
		(A x B x C x D = E)				
1	PMU Leader (Senior)	1	3	R	1	R
2	Construction Contracts Services	1	3	R	1	R
3	Quantity Surveying Services	1	3	R	1	R
4	Architectural Services	1	3	R	2	R
5	Electrical Engineering Services	1	3	R	1	R
6	Mechanical Engineering Services	1	3	R	2	R
7	Civil and Structural Engineer Services	1	3	R	1	R
8	Construction Project Management Services	1	3	R	2	R



9	Occupational Health and Safety Services	1	3	R	1	R
10	Stakeholder Engagement Specialist / Social Facilitator Services	1	3	R	2	R
11	Works Inspectorate Services	4	3	R	1	R
12	Financial & Administration Support, PMIS services	2	3	R	2	R
Total Schedule 4: Disbursements: Time Travel: Monthly PMU Cost: PMU Services: Un-Planned / Emergency Building related Maintenance activities: FIDPM Stages 1 – 7						R

Schedule 5 – Disbursements: Time Travel: Monthly PMU Cost: PMU Services: Planned / Scheduled Building related Maintenance activities: FIDPM Stages 1 - 7

Schedule 5						
Disbursements: Time Travel: Monthly PMU Cost: PMU Services: Planned / Scheduled Building related Maintenance activities: FIDPM Stages 1 - 7						
Estimated Distance from PMU Office location (As per SBD1) to One (1) Cluster of sites, round trip and back (250 km)						
	Category of PMU Discipline Specific Built Environment Professionals / Resources	Estimated No. of Resources	Estimated Travel Time No. of Hours (return trip)	Charge Rate per Hour offered	No. of trips	Total cost / month (R)
		A	B	C	D	E (A x B x C x D = E)
1	PMU Leader (Senior)	1	3	R	1	R
2	Construction Contracts Services	1	3	R	2	R



3	Quantity Surveying Services	1	3	R	2	R
4	Architectural Services	1	3	R	2	R
5	Electrical Engineering Services	1	3	R	2	R
6	Mechanical Engineering Services	1	3	R	2	R
7	Civil and Structural Engineer Services	1	3	R	1	R
8	Construction Project Management Services	1	3	R	2	R
9	Occupational Health and Safety Services	1	3	R	1	R
10	Stakeholder Engagement Specialist / Social Facilitator Services	1	3	R	2	R
11	Works Inspectorate Services	1	3	R	1	R
12	Financial & Administration Support, PMIS services	1	3	R	2	R
Total Schedule 5 - Disbursements: Time Travel: Monthly PMU Cost: PMU Services: Planned / Scheduled Building related Maintenance activities: FIDPM Stages 1 - 7						R

Schedule 6 – Disbursements: Vehicle Travel: Monthly PMU Cost: PMU Services: Un-Planned / Emergency Building related Maintenance activities: FIDPM Stages 1 - 7

Schedule 7						
Disbursements: Vehicle Travel: Monthly PMU Cost: PMU Services: Planned / Scheduled Building related Maintenance activities: FIDPM Stages 1 - 7						
Estimated Distance from PMU Office location to sites, round trip and back (e.g.250 km)						
	Category of PMU Discipline Specific Built Environment Professionals /Resources	Vehicle Engine Size used by Resource (Maximum 2500cc)	Estimated Distance from PMU Office location to sites, round trip and back (250 km)	Charge Rate per Km (As per Department of Transport published tariffs at the time of Bid closing)	Estimated No. of trips	Total
			A	A	C	D (A x B x C = D)
1	PMU Leader (Senior)		250	R	1	R
2	Construction Contracts Services		250	R	1	R
3	Quantity Surveying Services		250	R	1	R
4	Architectural Services (		250	R	2	R
5	Electrical Engineering Services		250	R	1	R
6	Mechanical Engineering Services		250	R	2	R
7	Civil and Structural Engineer Services		250	R	1	R
8	Construction Project Management		250	R	2	R



	Services					
9	Occupational Health and Safety Services		250	R	1	R
10	Stakeholder Engagement Specialist / Social Facilitator Services		250	R	2	R
11	Works Inspectorate Services		250	R	1	R
12	Financial & Administration Support, PMIS services		250	R	2	R
Total Schedule 7 - Disbursements: Vehicle Travel: Monthly PMU Cost: PMU Services: Un-Planned / Emergency Building related Maintenance activities: FIDPM Stages 1 - 7						R

Schedule 7 – Disbursements: Vehicle Travel: Monthly PMU Cost: PMU Services: Planned / Scheduled Building related Maintenance activities: FIDPM Stages 1 - 7

	Schedule 7					
	Disbursements: Vehicle Travel: Monthly PMU Cost: PMU Services: Planned / Scheduled Building related Maintenance activities: FIDPM Stages 1 - 7					
	Estimated Distance from PMU Office location to sites, round trip and back (e.g. 250 km)					
	Category of PMU discipline Specific Built Environment Professionals / Resources	Vehicle Engine Size used by Resource (Maximum 2500cc)	Estimated Distance from PMU Office location to sites, round trip and back (250 km)	Charge Rate per Km (As per Department of Transport published tariffs at the time of Bid closing)	Estimated No. of trips	Total
			A	A	C	D
						(A x B x C = D)



1	PMU Leader (Senior)		250	R	1	R
2	Construction Contracts Services		250	R	1	R
3	Quantity Surveying Services		250	R	1	R
4	Architectural Services		250	R	2	R
5	Electrical Engineering Services		250	R	1	R
6	Mechanical Engineering Services		250	R	2	R
7	Civil and Structural Engineer Services		250	R	1	R
8	Construction Project Management Services		250	R	2	R
9	Occupational Health and Safety Services		250	R	1	R
10	Stakeholder Engagement Specialist / Social Facilitator Services		250	R	2	R
11	Works Inspectorate Services		250	R	1	R
12	Financial & Administration Support, PMIS services		250	R	2	R
Total Schedule 7 - Disbursements: Vehicle Travel: Monthly						R

PMU Cost: PMU Services: Planned / Scheduled Building related Maintenance activities: FIDPM Stages 1 - 7	
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Schedule 8 – Disbursements: Provisional Sums: Monthly PMU Cost: PMU Services:

Schedule 8		
Disbursements: Provisional Sums: Monthly PMU Cost: PMU Services:		
Item	Description	Value
Item 8.1	Geotechnical Investigations including test pits and laboratory tests;	R 10 000.00
Item 8.2	Topographical Technical Survey; Land Surveyor Boundaries, EIA, etc	R 10 000.00
Item 8.3	Investigations and Lab tests for traces of Asbestos;	R 10 000.00
Item 8.4	Typing, duplicating Costs;	R 10 000.00
Item 8.5	Training and Capacitation of FSDoH Employees	R60 000.00
Item 8.5	Contingencies	R50 000.00
TOTAL Schedule 8: Disbursements: Provisional Sums: Monthly PMU Cost: PMU Services:		R 150 000.00

Pricing Schedule: Summary of Costs / Month for: PMU Services:

Pricing Schedule	
Summary of Costs / Month for: PMU Services:	
Total Schedule 1: Time Based Fees: Monthly PMU Cost of Employees: PMU Services: Un-Planned / Emergency Building related Maintenance activities: FIDPM Stages 1 - 7	R
Total Schedule 2: Time Based Fees: PMU Services: Planned / Scheduled Building related Maintenance activities: FIDPM Feasibility Stages 2 & 3	R
Total Schedule 3: Percentage based Fees: PMU Services: Planned / Scheduled Building related Maintenance activities: FIDPM Stages 4 - 7	R



Total Schedule 4: Disbursements: Time Travel: Monthly PMU Cost: PMU Services: Un-Planned / Emergency Building related Maintenance activities: FIDPM Stages 1 – 7	R	
Total Schedule 5: - Disbursements: Time Travel: Monthly PMU Cost: PMU Services: Planned / Scheduled Building related Maintenance activities: FIDPM Stages 1 - 7	R	
Total Schedule 6: Disbursements: Vehicle Travel: Monthly PMU Cost: PMU Services: Un-Planned / Emergency Building related Maintenance activities: FIDPM Stages 1 - 7	R	
Total Schedule 7: - Disbursements: Vehicle Travel: Monthly PMU Cost: PMU Services: Planned / Scheduled Building related Maintenance activities: FIDPM Stages 1 - 7	R	
Total Schedule 8: Disbursements: Provisional Sums: Monthly PMU Cost: PMU Services:	R	150 000.00
COMBIMED TOTAL: Pricing Schedule: Summary of Costs / Month for: PMU Services: (Schedules 1 – 8)	R	



Pricing Schedule: Costs / Year for: PMU Services:

Pricing Schedule			
Costs / Year for: PMU Services:			
ITEM DESCRIPTION	COMBIMED TOTAL: Pricing Schedule: Summary of Costs / Month for: PMU Services: (Schedules 1 – 8)	No. of Months	TOTAL VALUE PER YEAR
Pricing Schedule: Costs / Year for: PMU Services:	R	12	R

Pricing Schedule: Costs for Five (5) Years for: PMU Services: Carried to Form of Offer and Acceptance.

Pricing Schedule		
Costs for Five (5) Years for: PMU Services: Carried to Form of Offer and Acceptance.		
COMBIMED TOTAL: Pricing Schedule: Summary of Costs / Year for: PMU Services: (Excl. VAT)	No. of Years	VALUE
R	5	R
Add VAT @ 15%		R
GRAND TOTAL: Costs for Five (5) Years for: PMU Services: Carried to Form of Offer and Acceptance.		R



PART C3: SCOPE OF SERVICES

C3.1 SCOPE OF SERVICES

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 Program Management Unit (PMU) to facilitate the efficient and effective implementation of upgrades, refurbishments, planned and unplanned maintenance to the existing healthcare facilities in the Free State Province.

1.2 The FSDoH invites Professional Service Providers (PSPs) with experience in refurbishments, planned and unplanned maintenance of existing healthcare facilities to express their interest in the execution of such Program Management services to oversee the required upgrades, ~~refurbishments, planned and unplanned maintenance of existing healthcare facilities in the Free~~ State Province.

1.3 The priority has been identified to improve the healthcare facilities and health infrastructure in the Free State Province. The FSDoH recognizes the critical role of the private sector in achieving this goal. Lessons learned about project management and implementation highlight the importance of well-planned and executed priority projects to deliver infrastructure at an accelerated pace.

1.4 Due to limited Department Infrastructure budget, some of identified infrastructure projects might have insufficient or no budget availability for timely implementation and such would delay or fail Infrastructure Delivery on some of identified priority projects. In order to eliminate or reduce such risks, FSDoH will provide an opportunity to the appointed bidder on an as-and-when required bases to assist with sourcing of funding and/or do capital raising on Department's behalf for selected identified projects with no or insufficient budgets. To ensure smooth implementation of projects with funding or capital raised by the service provider, such projects will be implemented by the appointed Bidder.

1.5 Critical to project success is the following:

- Balanced partnerships
- Effective contracting and governance
- A clear empowerment and transformation pathway
- Shared risk and proceeds among all parties



2. The Objectives and Purpose of the RFP

2.1 The FSDoH is faced with significant health facility and health infrastructure constraints and shortages, leading to inadequate health and living conditions for a substantial portion of the population in the Free State Province. This situation has exacerbated health inequalities and adversely impacted on the overall health in the Free State Province.

2.2 The FSDoH is issuing this RFP to appoint a Program Management Unit (PMU) to facilitate the efficient and effective implementation of upgrades, refurbishments, planned and unplanned maintenance of existing healthcare facilities. The selected Program management (PMU) will help bridge the gap in the healthcare facilities and health infrastructure maintenance and refurbishments especially with the current backlog in the Free State Province.

2.3 The primary purpose of appointing a Program Management Unit (PMU) is to address the infrastructure skills shortages within the FSDoH to be able to implement as much as possible ~~projects within acceptable timeframes, professionally oversee and successfully execute the~~ refurbishments, planned and unplanned maintenance of existing healthcare facilities. By doing so, the selected PMU will contribute to improving the living conditions and quality of life for residents across the Free State Province. By addressing the current healthcare facilities and health infrastructure and construction needs, the FSDoH can work towards creating more equitable, accessible, and sustainable communities that promote healthy, social cohesion, economic growth, and overall well-being for all its residents in the Free State Province.

2.4 The Program Management Unit will assist the FSDoH in addressing the healthcare facilities and infrastructure projects' needs. Their services will encompass assistance with sourcing of funding and/or raising capital services, Construction Project Management Services, Architectural Services, Quantity Surveying Services, Civil & Structural Engineering Services, Electrical & Mechanical Engineering Services and Occupational Health & Safety Services, leading to the successful delivery of the upgrades, refurbishments, planned and unplanned maintenance of existing healthcare facilities in the Province and the alleviation of the backlogs of the healthcare facilities and infrastructure.

2.5 Shortcomings and Gaps in Operating Procedures: Due to Resource capacity constraints, buildings related faults and requests have not been fully attended to, resulting in a huge backlog dating back to a number of years (5 years at least). The logged faults continue to accumulate.

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

3.1	Specifications for activities, reporting Protocols, Roles, responsibilities: Project Processes for Buildings related Planned and un-planned / emergency maintenance & Infrastructure Improvements				
	Key Performance Areas & Deliverables	Responsible Programme 8 Directorate (s)	Responsible entity if outsourced	Applicable Treasury Policies & Guidelines, Departmental Infrastructure Plans, policies & agreements	Timelines & frequency
	Un-Planned / Emergency Building related Maintenance activities:	ETS Directorate, Planning & Delivery Directorates	PMU	PFMA, IDMS, FIDPM & PT, Infrastructure Procurement Policy, Framework Maintenance Agreements, SDA, FSDOH Procurement Plan	Day to Day
3.1.1	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management				
	Un-Planned / Emergency Building related Maintenance activities: Engineering and Technical Services Directorate: 1. In terms of the IDMS-FIDPM guidelines, provide Technical guidance and information to the PMU for the procurement of framework contractors to perform Un-Planned / Emergency maintenance activities in accordance with Framework Contract. 2. The Principal Agent / Administrator, appointed and employed by the PMU, to administer the Framework Maintenance Contract, receives from the Infrastructure delegated official, a description of the Un-Planned / Emergency maintenance "Instruction/Request" in the form of a Work Order, via electronic means, depicting the name of the District, Name of the Facility, Priority and high-level nature of the Un-Planned / Emergency maintenance issue, and assesses together with the delegated officials (when and where relevant), the Type, Scope, Quantity of the Infrastructure Works Intervention required, and issues a Contract Instruction in terms of the Framework Maintenance Contract for execution of the Infrastructure Maintenance emergency intervention. 3. The Principal Agent / Administrator of the Framework Maintenance Contract, receives from the recommended contractor(s) the Claim/Invoice for the Infrastructure Works Intervention, evaluate it against the Portfolio of Evidence (POE) which includes the Initial Assessment report, and Quotation/Estimate of the Infrastructure Works Intervention required, and exercise due diligence vetting of the Claim, issues recommendation for approval or issue fee note instructions so that a Tax Invoice can be generated. 4. The delegated Engineering and Technical Services Directorate Officials approve the Tax Invoice(s) by appending, Name, delegation, signature and date. 5. The delegated Engineering and Technical Services Directorate Officials, in collaboration with the delegated Finance Support and SCM officials, ensure that a "commitment(s)" are made in accordance with the "Basic Accounting System" (BAS) for				



	4. Approve the Tax Invoice by appending, Name, delegation, signature and date. 5. In collaboration with the delegated Finance Support and SCM officials, ensure that a "commitment" is made in accordance with the "Basic Accounting System" (BAS). 6. In collaboration with the delegated Program 8 Finance officials & Finance Support officials, ensure that the "SCM Works Order" is created against the "commitment", approve and sign-off on the works completed. 7. In collaboration with the Program 8 Finance officials & Finance Support officials, ensure that the "Batch for payment", which now includes all documents is submitted to the "CFO Payment Office" for payment. 8. In collaboration with the delegated Program 8 Finance officials & Finance Support officials, monitor when payment was made and provide status reports on payments.			
3.2.2	Specification of activities, reporting Protocols, Roles, responsibilities of PMU's			
	1. The PMU receives Contract Instructions from the duly delegated official(s) to provide the relevant resources and perform the activities and services in accordance with the prescribed timelines and frequency for Planned Building related Maintenance activities. 2. The PMU submits to the delegated official(s) the details in terms of quantum, estimated cost to perform the activities and services and proceeds only on receiving a written instruction.			
3.3	FIDPM Stage 1 - Initiation Report	Planning & Delivery Directorate	PMU	PFMA, IDMS, FIDPM & PTAs per Infrastructure Procurement Policy, Approved AIP
3.3.1	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management			
	The Department of Health as CLIENT, led by the Planning Directorate is responsible for: Initiation of the project - Prepare and submit End of Stage 1 Deliverable, the Initiation report /Strategic Brief to the PMU; Receiving the accepted Stage 1 Deliverable back from the PMU			
3.3.2	Specification of activities, reporting Protocols, Roles, responsibilities of PMU's			
	1. The PMU is responsible for: Receiving the End of Stage Deliverable: The Initiation report /Strategic Brief from the CLIENT; Submit to the CLIENT acceptance and confirmation of Stage 1 Initiation Report. 2. The PMU submits to the Director: Planning, the details in terms of quantum, estimated cost to perform the activities and services and proceeds only on receiving a written instruction.			



3.4	FIDPM Stage 2 - Concept	Planning & Delivery Directorate	PMU	PFMA, IDMS, FIDPM & PT Infrastructure Procurement Policy, Approved AIP	As per IPIP
3.4.1	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management				
	The Department of Health as CLIENT, lead by the Planning Directorate is responsible for: Receiving the accepted Stage Deliverable and approving the End of Stage Deliverables from the PMU; Issuing instructions to the PMU to proceed with every next stage of the Project; Facilitate, conduct, administer and attend meetings to provide Value Engineering guidance and exercise oversight through all the cycles of the Project. Attend Monitor meetings arranged to receive progress update on the Project. Update the NDOH PMIS Database (National Department of Health Project Management Information System).				
3.4.1	Specification of activities, reporting Protocols, Roles, responsibilities of PMU's				
	1. The PMU is responsible for: Submitting to the CLIENT for approval, the End of Stage Deliverables; Receive from the CLIENT approval for the End of Stages Deliverables; Receive instructions from the CLIENT to proceed with every next stage of the Project; Receive Value Engineering guidance from the CLIENT by attending meetings arranged by the Client and allow oversight through all the cycles of the Project. Facilitate, conduct and administer Monitor meetings to provide progress updates to the CLIENT on the Project.				
	2. The PMU submits to the Director: Planning, the details in terms of quantum, estimated cost to perform the activities and services and proceeds only on receiving a written instruction.				
3.5	FIDPM Stage 3 -Detailed Design Development	Delivery Directorate	PMU	PFMA, IDMS, FIDPM & PT Infrastructure Procurement Policy, Approved AIP	As per IPIP
3.5.1	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management				
	The Department of Health as CLIENT is responsible for: Receiving the End of Stage Deliverables from the PMU; Issuing instructions to the PMU to proceed with every next stage of the Project; Facilitate, conduct, administer and attend meetings to provide Value Engineering guidance and exercise oversight through all the cycles of the Project. Attend Monitor meetings arranged to receive progress update on the Project. Update the NDOH PMIS Database (National Department of Health Project Management Information System).				
3.5.2	Specification of activities, reporting Protocols, Roles, responsibilities of PMU's				



	The PMU is responsible for: Submit to the CLIENT for approval, the End of Stages Deliverables; Receive from the CLIENT approval for the End of Stages 4 Deliverables; Receive instructions from the CLIENT to proceed with every next stage of the Project; Receive Value Engineering guidance from the CLIENT by attending meetings arranged by the Client and allow oversight through all the cycles of the Project. Facilitate, conduct and administer Monitor meetings to provide progress updates to the CLIENT on the Project.				
3.6	FIDPM Stage 4 - Procurement Documentation	Delivery Directorate	PMU	PFMA, IDMS, FIDPM & PT, Infrastructure Procurement Policy, Approved AIP	As per IPIP
3.6.1	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management				
	The Department of Health as CLIENT is responsible for: Receiving the End of Stage Deliverables from the PMU; Issuing instructions to the PMU to proceed with every next stage of the Project; Facilitate, conduct, administer and attend meetings to provide Value Engineering guidance and exercise oversight through all the cycles of the Project. Attend Monitor meetings arranged to receive progress update on the Project. Update the NDOH PMIS Database (National Department of Health Project Management Information System).				
3.6.2	Specification of activities, reporting Protocols, Roles, responsibilities of PMU's				
	The PMU is responsible for: Submit to the CLIENT for approval, the End of Stages Deliverables; Receive from the CLIENT approval for the End of Stage Deliverables; Receive instructions from the CLIENT to proceed with every next stage of the Project; Receive Value Engineering guidance from the CLIENT by attending meetings arranged by the Client and allow oversight through all the cycles of the Project. Facilitate, conduct and administer Monitor meetings to provide progress updates to the CLIENT on the Project.				
3.7	FIDPM Stage 5 - Works	Delivery Directorate	PMU	PFMA, IDMS, FIDPM & PT, Infrastructure Procurement Policy, Approved AIP	As per IPIP
3.7.1	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management				
	The Department of Health as CLIENT is responsible for: Receiving the End of Stage Deliverables from the PMU; Issuing instructions to the PMU to proceed with every next stage of the Project; Facilitate, conduct, administer and attend meetings to provide Value Engineering guidance and exercise oversight through all the cycles of the Project. Attend Monitor meetings arranged to receive progress update on the Project. Update the NDOH PMIS Database (National Department of Health Project Management Information System).				



3.7.2	Specification of activities, reporting Protocols, Roles, responsibilities of PMU's				
	The PMU is responsible for: Submitting to the CLIENT for approval, the End of Stage Deliverables; Receive from the CLIENT approval for the End of Stage Deliverables; Receive instructions from the CLIENT to proceed with every next stage of the Project; Receive Value Engineering guidance from the CLIENT by attending meetings arranged by the Client and allow oversight through all the cycles of the Project. Facilitate, conduct and administer Monitor meetings to provide progress updates to the CLIENT on the Project.				
3.8	FIDPM Stage 6 - Handover & Commissioning	Delivery Directorate & HT Directorate	NA	PFMA, IDMS, FIDPM & PT, Infrastructure Procurement Policy, Approved AIP	As per IPIP
3.8.1	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management				
	The Department of Health as CLIENT is responsible for: Receiving the End of Stage Deliverables from the PMU; Issuing instructions to the IA to proceed with every next stage of the Project; Facilitate, conduct, administer and attend meetings to provide Value Engineering guidance and exercise oversight through all the cycles of the Project. Attend Monitor meetings arranged to receive progress update on the Project. Update the NDOH PMIS Database (National Department of Health Project Management Information System). HT Directorate to provide leadership in the provisioning and commissioning of HT equipment during this stage.				
3.8.2	Specification of activities, reporting Protocols, Roles, responsibilities of PMU's				
	The PMU is responsible for: Submitting to the CLIENT for approval, the End of Stage Deliverables; Receive from the CLIENT approval for the End of Stage Deliverables; Receive instructions from the CLIENT to proceed with every next stage of the Project; Receive Value Engineering guidance from the CLIENT by attending meetings arranged by the Client and allow oversight through all the cycles of the Project. Facilitate, conduct and administer Monitor meetings to provide progress updates to the CLIENT on the Project.				
3.9	FIDPM Stage 7 - Close-out	Delivery Directorate & HT Directorate	NA	PFMA, IDMS, FIDPM & PT, Infrastructure Procurement Policy, Approved AIP	As per IPIP
3.9.1	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management				



	The Department of Health as CLIENT is responsible for: Receiving the End of Stage Deliverables from the PMU; Issuing instructions to the PMU to proceed with every next stage of the Project; Facilitate, conduct, administer and attend meetings to provide Value Engineering guidance and exercise oversight through all the cycles of the Project. Attend Monitor meetings arranged to receive progress update on the Project. Update the NDOH PMIS Database (National Department of Health Project Management Information System). HT Directorate to provide leadership in the provisioning and commissioning of HT equipment during this stage.				
3.9.2	Specification of activities, reporting Protocols, Roles, responsibilities of PMU's				
	The PMU is responsible for: Submitting to the CLIENT for approval, the End of Stage Deliverables; Receive from the CLIENT approval for the End of Stages Deliverables; Receive instructions from the CLIENT to proceed with every next stage of the Project; Receive Value Engineering guidance from the CLIENT by attending meetings arranged by the Client and allow oversight through all the cycles of the Project. Facilitate, conduct and administer Monitor meetings to provide progress updates to the CLIENT on the Project.				
	Key Performance Areas & Deliverables	Responsible Programme Directorate (s)	Responsible entity if outsourced	Applicable Treasury Policies & Guidelines, Departmental Infrastructure Plans, policies & agreements	Timelines & frequency
3.10	End of Year Report	Office of the Chief Director together with the delegated Grant Manager, Finance Support Monitor & Evaluation officials, and relevant Programme 8 Officials in	PMU	Provincial Treasury EOY Report & Performance assessment guidelines, APP & Operational Plan & Service Delivery Agreements (where relevant)	1. Quarterly & Half Year Monitoring & EOY Reports: 1 April to 31st of March. 2. Submission Date of Quarterly Reports: 14 days from end of each Quarter. 3. Submission date of the Draft End-of Year Report (EOY) to Provincial Treasury for moderation assessment: 10 May each year. 4. Submission date of the Final End of Year Report (EOY) to Provincial

		Planning, Delivery, ETS & HT Directorates			Treasury: 30 May each year.
3.10.1	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management				
	Planning & Delivery Directorate: Providing " financial & non-financial" Capital Project, & Operations & Maintenance (Planned and un-planned Buildings related) Implementation & Performance related information in terms of the IDMS-FIDPM guidelines by way capturing and updating the National Department of Health "Project Information Management System" (PMIS) and or written Quarterly Performance Reports to the Planning Director, Delivery Directorate (or delegated Senior Manager) or office of Chief Director. Engineering & Technical Services (ETS) Directorate: Providing " financial & nonfinancial" Operations & Maintenance (Planned and un-planned Mechanical & Electrical Engineering related) Implementation & Performance related information in terms of the IDMS-FIDPM guidelines by way capturing and updating the National Department of Health "Project Information Management System" (PMIS), and or written Quarterly Performance Reports to the ETS Director (or delegated Senior Manager) or office of Chief Director. Health Technology (HT) Directorate: Providing " financial & non-financial" Operations & Maintenance (Planned and un-planned Health Technology related) Implementation & Performance related information in terms of the IDMS-FIDPM guidelines by way capturing and updating the National Department of Health "Project Information Management System" (PMIS), and or written Quarterly Performance Reports to the HT Director (or delegated Senior Manager) or office of Chief Director. Financial Performance Information: Grant Manager, Finance Support Monitor & Evaluation officials: Capturing Financial Performance Information on the Provincial Treasury "Infrastructure Reporting Model" (IRM) and preparing the Financial Performance & Variance Information in alignment with the templates provided for "In-Year Monitoring" (IYM) and "Provincial Budget Advisory Committee (PBAC). Submission & Presenting Reports: Chief Director& Grant Manager: Provide and exercise continuous due diligence guidance, issue instructions, approvals, oversight, drafting the executive summaries of each report, attend and presenting the reports to the targeted recipients in meetings.				

3.10.2	Specification of activities, reporting Protocols, Roles, responsibilities of PMU's				
	1. The PMU receives Contract Instructions from the duly delegated official from Infrastructure to provide the relevant resources and perform the activities and services in accordance with the prescribed timelines and frequency to prepare the Quarterly Reports, Half-year Report and End of Year (EOY) Report. 2. The PMU submits to the delegated infrastructure official, the details in terms of quantum, estimated cost to perform the activities and services and proceeds only on receiving a written instruction.				
3.11	Annual Report	Office of the Chief Director together with the delegated Grant Manager, Finance Support Monitor & Evaluation officials, and relevant Programme & Officials in Planning, Delivery, ETS & HT Directorates	PMU	Provincial Treasury EOY Report & Performance assessment guidelines, APP & Operational Plan & Service Delivery Agreements (where relevant)	1. Quarterly & Half Year Monitoring & Annual Reports: 1 April to 31st of March. 2. Submission Date of Quarterly Reports: 14 days from end of each Quarter. 3. Submission date of the Draft Annual Report to the Office of Strategic Planning for moderation assessment: 10 May each year. 4. Submission date of the Final Annual Report to the Office of Strategic Planning 30 May each year.
3.11.1	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management				
	Planning & Delivery Directorate: Providing " financial & non-financial" Capital Project, & Operations & Maintenance (Planned and un-planned Buildings related) Implementation & Performance related information in terms of the IDMS-FIDPM guidelines by way capturing and updating the National Department of Health "Project Information Management System" (PMIS) and or written Quarterly Performance Reports to the Planning Director, Delivery Directorate (or delegated Senior Manager) or office of Chief Director. Engineering & Technical Services (ETS) Directorate: Providing " financial & nonfinancial" Operations & Maintenance (Planned and un-planned Mechanical & Electrical Engineering related) Implementation & Performance related information in terms of the IDMS-FIDPM guidelines by way capturing and updating the National Department of				



Health "Project Information Management System" (PMIS), and or written Quarterly Performance Reports to the ETS Director (or delegated Senior Manager) or office of Chief Director.

Health Technology (HT) Directorate: Officials: Providing " financial & non-financial" Operations & Maintenance (Planned and un-planned Health Technology related) Implementation & Performance related information in terms of the IDMS-FIDPM guidelines by way capturing and updating the National Department of Health "Project Information Management System" (PMIS), and or written Quarterly Performance Reports to the HT Director (or delegated Senior Manager) or office of Chief Director.

Financial Performance Information: Grant Manager, Finance Support Monitor & Evaluation officials: Capturing Financial Performance Information on the Provincial Treasury "Infrastructure Reporting Model" (IRM) and preparing the Financial Performance & Variance Information in alignment with the templates provided for "In-Year Monitoring" (IYM) and "Provincial Budget Advisory Committee (PBAC).

Submission & Presenting Reports: Chief Director & Grant Manager: Provide and exercise continuous due diligence guidance, issue instructions, approvals, oversight, drafting the executive summaries of each report, attend and presenting the reports to the targeted recipients in meetings.

3.11.2 Specification of activities, reporting Protocols, Roles, responsibilities of PMU's

1. The PMU receives Contract Instructions from the duly delegated Infrastructure official to provide the relevant resources and perform the activities and services in accordance with the prescribed timelines and frequency to prepare the Quarterly Reports, Half-year Report and Annual Report.
2. The PMU submits to the Contract Administrator, the details in terms of quantum, estimated cost to perform the activities and services and proceeds only on receiving a written instruction.

3.12	I-Amp (Long Term Infrastructure Planning - 10 year)	Chief Director, Grant Manager, Planning Director or delegated Senior Manager together, Finance Support Monitor & Evaluation	PMU	I-Amp Guidelines, IDMS, FIDPM & PT Infrastructure Procurement Policy	30th of June - submission date
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		officials, and relevant Programme 8 Officials in Planning, Delivery, ETS & HT Directorates			
3.12.1	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management				
	Planning & Delivery Directorate: Assist the Planning & Delivery Directors (or delegated Senior Manager) with the compilation of "User Asset Management Plan (I-AMP) by receiving, analysing the Condition & Assessment reports, which was compiled in terms of the Government Immovable Assets Management Act (GIAMA) and providing relevant written " technical, financial & non-financial" reports and information. Engineering & Technical Services (ETS) Directorate: Assist the Planning & Delivery Directors (or delegated Senior Manager) with the compilation of "User Asset Management Plan (I-AMP) by receiving, analysing the Condition & Assessment reports, which was compiled in terms of the Government Immovable Assets Management Act (GIAMA) and providing relevant written " technical, financial & non-financial" reports and information. Health Technology (HT) Directorate: Assist the Planning & Delivery Directors (or delegated Senior Manager) with the compilation of "User Asset Management Plan (I-AMP) by receiving, analysing the Condition & Assessment reports, which was compiled in terms of the Government Immovable Assets Management Act (GIAMA) and providing relevant written " technical, financial & non-financial" reports and information. Financial Performance Information: Grant Manager, Finance Support Monitor & Evaluation officials: Assist the Planning & Delivery Directors (or delegated Senior Manager) with the compilation of "User Asset Management Plan (I-AMP) by receiving, analysing the Condition & Assessment reports, which was compiled in terms of the Government Immovable Assets Management Act (GIAMA) and providing relevant written Financial Performance Information from the Provincial Treasury "Infrastructure Reporting Model" (IRM) and relevant "In-Year Monitoring" (IYM) and "Provincial Budget Advisory Committee (PBAC) reports. Submission & Presenting Reports: Chief Director, Grant Manager, Planning Director or delegated Senior Manager: Provide and exercise continuous due diligence guidance, issue instructions, approvals, oversight, drafting the executive summaries of each report, attend and presenting the reports to the targeted recipients in meetings.				
3.12.2	Specification of activities, reporting Protocols, Roles, responsibilities of PMU's				



1. The PMU receives Contract Instructions from the duly delegated infrastructure official to provide the relevant resources and perform the activities and services in accordance with the prescribed timelines and frequency to prepare the I-Amp Report. 2. The PMU submits to the delegated infrastructure official, the details in terms of quantum, estimated cost to perform the activities and services and proceeds only on receiving a written instruction.

3.13	IPMP	Chief Director, Grant Manager, Planning Director, Delivery Director or delegated Senior Manager together with Finance Support Monitor & Evaluation officials, and relevant Programme 8 Officials in Planning, Delivery, ETS & HT Directorates	PMU	IPMP Guidelines, I-AMP, FIDPM & PT Infrastructure Procurement Policy, PT VO guidelines, End of Year Report, Annual Report, I-Amp & SDM (Service Delivery Model) & Strategic decisions	30th of August - submission date
3.13.1	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management Planning & Delivery Directorate: Assist the Planning & Delivery Directors (or delegated Senior Manager) with the compilation of the "Infrastructure Programme Management Plan (IPMP) by receiving, analysing the "End of Year" (EOY) Report, Annual Report "User Asset Management Plan (I-AMP), and providing relevant written " technical, financial & non-financial" reports and information. Engineering & Technical Services (ETS) Directorate: Assist the Planning & Delivery Directors (or delegated Senior Manager) with the compilation of the "Infrastructure Programme Management Plan (IPMP) by receiving, analysing the "End of Year" (EOY) Report, Annual Report "User Asset Management Plan (I-AMP), and providing relevant written " technical, financial & non-financial" reports and information.				



	Health Technology (HT) Directorate: Assist the Planning & Delivery Directors (or delegated Senior Manager) with the compilation of the "Infrastructure Programme Management Plan (IPMP) by receiving, analysing the "End of Year" (EOY) Report, Annual Report "User Asset Management Plan (I-AMP), and providing relevant written " technical, financial & non-financial" reports and information. Financial Performance Information: Grant Manager, Finance Support Monitor & Evaluation officials: Assist the Planning & Delivery Directors (or delegated Senior Manager) with the compilation of the "Infrastructure Programme Management Plan (IPMP) by receiving, analysing the "End of Year" (EOY) Report, Annual Report "User Asset Management Plan (I-AMP), and providing relevant written Financial Performance Information from the Provincial Treasury "Infrastructure Reporting Model" (IRM) and relevant "In-Year Monitoring" (IYM) and "Provincial Budget Advisory Committee (PBAC) reports. Submission & Presenting Reports: Chief Director, Grant Manager, Planning Director, Delivery Director and or delegated Senior Manager: Provide and exercise continuous due diligence guidance, issue instructions, approvals, oversight, drafting the executive summaries of each report, attend and presenting the reports to the targeted recipients in meetings.
3.13.2	Specification of activities, reporting Protocols, Roles, responsibilities of PMU's
	The PMU receives Contract Instructions from the duly delegated Infrastructure official to provide the relevant resources and perform the activities and services in accordance with the prescribed timelines and frequency to prepare the "Infrastructure Programme Management Plan" (IPMP). 2. The PMU submits to the delegated Infrastructure official, the details in terms of quantum, estimated cost to perform the activities and services and proceeds only on receiving a written instruction.

3.14	IPIP	Chief Director, Grant Manager, Planning Director, Delivery Director or delegated Senior Manager together with Finance Support Monitor & Evaluation	PMU	IPIP Guidelines & IPMP	30th of November - submission date
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		officials, and relevant Programme 8 Officials in Planning, Delivery, ETS & HT Directorates			
3.14.1	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management				
	1. Planning & Delivery Directorate: Assist the Planning & Delivery Directors (or delegated Senior Manager) with the compilation of the "Infrastructure Programme Implementation Plan" (IPIP) by receiving, analysing the IPMP, and providing relevant written " technical, financial & non-financial" reports and information. 2. Engineering & Technical Services (ETS) Directorate: Assist the Planning & Delivery Directors (or delegated Senior Manager) with the compilation of the "Infrastructure Programme Implementation Plan" (IPIP) by receiving, analysing the IPMP, and providing relevant written " technical, financial & non-financial" reports and information. 3. Health Technology (HT) Directorate: Assist the Planning & Delivery Directors (or delegated Senior Manager) with the compilation of the "Infrastructure Programme Implementation Plan" (IPIP) by receiving, analysing the IPMP, and providing relevant written " technical, financial & non-financial" reports and information. 4. Financial Performance Information: Grant Manager, Finance Support Monitor & Evaluation officials: Assist the Planning & Delivery Directors (or delegated Senior Manager) with the compilation of the "Infrastructure Programme Implementation Plan" (IPIP) by receiving, analysing the IPMP, and providing relevant written " technical, financial & non-financial" reports and information, and providing relevant written Financial Performance Information from the Provincial Treasury "Infrastructure Reporting Model" (IRM) and relevant "In-Year Monitoring" (IYM) and "Provincial Budget Advisory Committee (PBAC) reports. 5. Submission & Presenting Reports: Chief Director, Grant Manager, Planning Director, Delivery Director and or delegated Senior Manager: Provide and exercise continuous due diligence guidance, issue instructions, approvals, oversight, drafting the executive summaries of each report, attend and presenting the reports to the targeted recipients in meetings.				
3.14.2	Specification of activities, reporting Protocols, Roles, responsibilities of PMU's				



	The PMU receives Contract Instructions from the duly delegated Infrastructure official to provide the relevant resources and perform the activities and services in accordance with the prescribed timelines and frequency to prepare the "Infrastructure Programme Implementation (IPIP)" and "Annual Implementation Plan (AIP) or B5 in response to the "Infrastructure Programme Management Plan" (IPMP). 2. The PMU submits to the delegated Infrastructure official, the details in terms of quantum, estimated cost to perform the activities and services and proceeds only on receiving a written instruction.				
3.15	Applications for alternative Sources of Funding, BFI etc.	Chief Director, Grant Manager, Planning Director, Delivery Director or delegated Senior Manager together with	PMU	Applications for alternative Sources of Funding, BFI Applications guidelines, End of Year Report, Annual Report, I-Amp & SDM (Service Delivery Model) &	Yearly
		Finance Support Monitor & Evaluation officials, and relevant Programme 8 Officials in Planning, Delivery, ETS & HT Directorates		Strategic decisions	
3.15.1	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management				
	Preparing, Submission & Presenting Reports: Chief Director, Grant Manager, Planning Director, Delivery Director, Engineering and Technical services and or delegated Senior Manager: Provide and exercise continuous due diligence guidance, issue instructions, approvals, oversight, drafting the executive summaries of each report, attend and presenting the reports to the targeted recipients in meetings. Clinical Cluster confirms the SDM (Service Delivery Model), CFO Finance Budget Office & HR provides Information with regards to the Operational cost and feasibility study/Business Case.				
3.15.2	Specification of activities, reporting Protocols, Roles, responsibilities of PMU's				



	The PMU receives Contract Instructions from the duly delegated Infrastructure official to provide the relevant resources and perform the activities and services in accordance with the prescribed timelines and frequency related to the "Budget Fund for Infrastructure (BFI)" application to National Treasury. 2. The PMU submits to the delegated Infrastructure official, the details in terms of quantum, estimated cost to perform the activities and services and proceeds only on receiving a written instruction.				
3.16	WIPS Registers, Immovable Asset Registers, AG RFI's, AG COAF's, Audit Improvement Plans (AIPS), Risk Registers & compliance reports - Operations & Activities	The Chief Director together with the delegated Grant Manager, Finance & Finance Support Monitor delegated Programme 8 Officials in Planning, Delivery, ETS & HT Directorates	PMU	PFMA, IDMS, FIDPM & PT IRM Guidelines, Infrastructure Procurement Policy, Framework Maintenance Agreements, SDA, FSDOH Procurement Plan	Monthly
3.16.1	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management				
	The Chief Director together with the delegated Program 8 Officials, ensure timeous submission of all Compliance reports and attend and present relevant information and reports at meetings.				
3.16.2	Specification of activities, reporting Protocols, Roles, responsibilities of PMU's				
	1. The PMU receives Contract Instructions from the duly delegated Infrastructure official to provide the relevant resources and perform the activities and services in accordance with the prescribed timelines and frequency for the WIPS Registers, Immovable Asset Registers, AG RFI's, AG COAF's, Audit Improvement Plans (AIPS), Risk Registers & compliance reports. 2. The PMU submits to the delegated Infrastructure official, the details in terms of quantum, estimated cost to perform the activities and services and proceeds only on receiving a written instruction.				



3.17	PMIS & IRM Operations & Activities	Office of the Chief Director together with the delegated Grant Manager, Finance & Finance Support Monitor delegated Programme 8 Officials in Planning, Delivery, ETS & HT Directorates	PMU	PFMA, IDMS, FIDPM & PT IRM Guidelines, Infrastructure Procurement Policy, Framework Maintenance Agreements, SDA, FSDoH Procurement Plan	Monthly
3.17.1	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management				
	Planning & Delivery Directorate: Providing " financial & non-financial" Capital Project, & Operations & Maintenance (Planned and un-planned Buildings related) Implementation & Performance related information in terms of the IDMS-FIDPM guidelines by way capturing and updating the National Department of Health "Project Information Management System" (PMIS) and or written Quarterly Performance Reports to the Planning Director, Delivery Directorate (or delegated Senior Manager) or office of Chief Director. Engineering & Technical Services (ETS) Directorate: Providing " financial & nonfinancial" Operations & Maintenance (Planned and un-planned Mechanical & Electrical Engineering related) Implementation & Performance related information in terms of the IDMS-FIDPM guidelines by way capturing and updating the National Department of Health "Project Information Management System" (PMIS), and or written Quarterly Performance Reports to the ETS Director (or delegated Senior Manager) or office of Chief Director. Health Technology (HT) Directorate: Providing " financial & non-financial" Operations & Maintenance (Planned and un-planned Health Technology related) Implementation & Performance related information in terms of the IDMS-FIDPM guidelines by way capturing and updating the National Department of Health "Project Information Management System" (PMIS), and or written Quarterly Performance Reports to the HT Director (or delegated Senior Manager) or office of Chief Director. Financial Performance Information: Grant Manager, Finance Support Monitor & Evaluation officials: Capturing Financial Performance Information on the Provincial Treasury "Infrastructure Reporting Model" (IRM) and preparing the Financial Performance				



	& Variance Information in alignment with the templates provided for "In-Year Monitoring" (IYM) and "Provincial Budget Advisory Committee (PBAC). Submission & Presenting Reports: Chief Director & Grant Manager: Provide and exercise continuous due diligence guidance, issue instructions, approvals, oversight, drafting the executive summaries of each report, attend and presenting the reports to the targeted recipients in meetings.
3.17.2	Specification of activities, reporting Protocols, Roles, responsibilities of PMU's
	1. The PMU receives Contract Instructions from the duly delegated Infrastructure official to provide the relevant resources and perform the activities and services in accordance with the prescribed timelines and frequency to prepare the PMIS / IRM Monthly, Quarterly, Half-year and End of Year (EOY) & Annual Reports. 2. The PMU submits to the delegated Infrastructure official, the details in terms of quantum, estimated cost to perform the activities and services and proceeds only on receiving a written instruction.

3.18	Audit Committee Meetings & Audit Work Group Meetings - Operations & activities	The Chief Director together with the delegated Grant Manager, Finance & Finance Support, delegated Programme 8 Officials in Planning, Delivery, ETS & HT Directorates	PMU	PEMA, IDMS, FIDPM & PT IRM Guidelines, Infrastructure Procurement Policy, Framework Maintenance Agreements, SDA, FSDOH Procurement Plan	Monthly
3.18.1	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management				
	The Chief Director together with the delegated Program 8 Officials, ensure timeous submission of all Compliance reports and attend and present relevant information and reports at meetings.				
3.18.2	Specification of activities, reporting Protocols, Roles, responsibilities of PMU's				

	1. The PMU receives Contract Instructions from the duly delegated Infrastructure official to provide the relevant resources and perform the activities and services in accordance with the prescribed timelines and frequency for the Audit Committee Meetings & Audit Work Group Meetings. 2. The PMU submits to the delegated Infrastructure official, the details in terms of quantum, estimated cost to perform the activities and services and proceeds only on receiving a written instruction.
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3.19	Operations - Procurement Plan Status update	Chief Directorate & all 4 Directorates	PMU	PFMA, IDMS, FIDPM & PT Infrastructure Procurement Policy, FSDOH Procurement Plan policies & guidelines	Monthly
3.19.1.	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management				
	Lead by the Delivery Directorate & Monitoring & Evaluation the Chief Directorate together with the 4 Directorates facilitates engagement with Public Works (monthly) to update the status of Projects in Procurement for submission to the SCM & CFO for submission to PT				
3.19.2.	Specification of activities, reporting Protocols, Roles, responsibilities of PMU's				
	1. The PMU receives Contract Instructions from the duly delegated Infrastructure official to provide the relevant resources and perform the activities and services in accordance with the prescribed timelines and frequency for developing the Procurement Plan and provide Status updates. 2. The PMU submits to the delegated Infrastructure official, the details in terms of quantum, estimated cost to perform the activities and services and proceeds only on receiving a written instruction.				
3.20	Operations - Review and updating of SDA's	Chief Directorate & all 4 Directorates	PMU	PFMA, IDMS, FIDPM & PT Infrastructure Procurement Policy, FSDOH Procurement Plan policies & guidelines	Yearly
3.20.1	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management				

	Lead by Monitoring & Evaluation, Chief Directorate & all 4 Directorates facilitate value engineering sessions with Stakeholders & Implementing Agents to review and update service delivery agreements for submission to the SG for approval.
3.20.2	Specification of activities, reporting Protocols, Roles, responsibilities of PMU's
	1. The PMU receives Contract Instructions from the duly delegated Infrastructure official to provide the relevant resources and perform the activities and services in accordance with the prescribed timelines and frequency for Review and updating of SDA's. 2. The PMU submits to the delegated Infrastructure official, the details in terms of quantum, estimated cost to perform the activities and services and proceeds only on receiving a written instruction.

3.21	Operations - Monitoring of Programmes & Projects from Outsourced Entities and Implementing Agents	Chief Directorate & all 4 Directorates	PMU	PFMA, IDMS, FIDPM & PT Infrastructure Procurement Policy, FSDOH Procurement Plan policies & guidelines	Monthly
3.21.1.	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management				
	Lead by Director Delivery, Monitoring & Evaluation, the Chief Directorate & all 4 Directorates facilitate Monitor meetings with clear TOR's for reporting				
3.21.2.	Specification of activities, reporting Protocols, Roles, responsibilities of PMU's				
	1. The PMU receives Contract Instructions from the duly delegated Infrastructure official to provide the relevant resources and perform the activities and services in accordance with the prescribed timelines and frequency for Monitoring of Programmes & Projects from Outsourced Entities and Implementing Agents. 2. The PMU submits to the delegated Infrastructure official, the details in terms of quantum, estimated cost to perform the activities and services and proceeds only on receiving a written instruction.				
3.22	Operations & Maintenance - HT	HT Directorate	PMU	PT Treasury procurement policy, FSDOH Procurement Plan	Day to Day & Yearly
3.22.1	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management				
	HT Directorate does assessments, compiles specifications, procurement plans, FSDOH Procures				



3.22.2	Specification of activities, reporting Protocols, Roles, responsibilities of PMU's				
	1. The PMU receives Contract Instructions from the duly delegated Infrastructure official to provide the relevant resources and perform the activities and services in accordance with the prescribed timelines and frequency for HT related Operations & Maintenance Activities. 2. The PMU submits to the delegated Infrastructure official, the details in terms of quantum, estimated cost to perform the activities and services and proceeds only on receiving a written instruction.				
3.23	FIDPM Stage 0 - Clinical Brief in terms of SDM (Service Delivery Model)	Planning Directorate	IA'S & PMU	PFMA, IDMS, FIDPM & PT Infrastructure Procurement Policy, Approved I-Amp & IPMP & SDM (Service Delivery Model) & Strategic decisions	As per IPMP & IPIP
3.23.1.	Specification of activities, Process Flows, Reporting Protocols, Roles and responsibilities of Program 8 Health Facilities Management				
	Prepare FIDPM Stage 0 Clinical Brief, facilitate engagements with the Clinical Cluster and end-user				
3.23.2.	Specification of activities, reporting Protocols, Roles, responsibilities of PMU's				
	1. The PMU receives Contract Instructions from the duly delegated Infrastructure official to provide the relevant resources and perform the activities and services in accordance with the prescribed timelines and frequency for developing the FIDPM Stage 0 - Clinical Brief in terms of SDM (Service Delivery Model). 2. The PMU submits to the delegated Infrastructure official, the details in terms of quantum, estimated cost to perform the activities and services and proceeds only on receiving a written instruction.				

3.1 Sourcing of Funding and or Capital Raising.

- 3.1.1 Assistance with sourcing of funding and/or Capital raising on an as-and-when required bases on behalf of FSDoH for identified projects with insufficient or no budget availability, such as BFI, etc.

3.2 Project managing contractors and any other service providers.

- 3.2.1 Deploying an innovative user-friendly project and program management system that is not only innovative, but also easy to use and provides relevant reporting on the progress made on the projects. Such as CMMS, etc
- 3.2.2 Introducing a system where the FSDoH will have access to live dashboards and performance information on projects that will provide the FSDoH with access to project performance metrics and key indicators in real-time.
- 3.2.3 Deploying a live Geographic Information System (GIS) System on all projects under construction to provide an integrated and interactive mapping platform that supports decision-making processes for the projects.
- 3.2.4 Facilitate appointing specialist service providers such as Geotechnical specialists, Land Surveyors, Social Facilitators, Fire Engineers, Environmental Specialist, etc. which should be procured on a minimum three quote system subject to prior approval by FSDoH or any other procurement method that might be directed by the FSDoH.
- 3.2.5 Engaging with relevant sector partners including but not limited to Local Authorities, District Authorities and Provincial Sector Departments as well as relevant National Governmental Departments.
- 3.2.6 Assist in suitability analysis of Proposals i.e. analysing and advising the FSDoH on the suitability of the refurbishments, planned and unplanned maintenance projects which will include assessing the readiness of proposed projects with regards to land, supporting services, and other feasibility imperatives and further provide recommendations to ensure the efficient delivery of the projects.
- 3.2.7 Norms and Standards Research that will encompass research, collating and recommending inputs to the projects in line with the Norms and Standards of the FSDoH and ensuring that the projects are implemented in accordance with all standards and regulations of the FSDoH.



3.3 Contracts Management scope will also include:

- 3.3.1 Monitoring adherence to delivery schedules and cash flows by contractors to ensure timely delivery of the projects and efficient use of funds.
- 3.3.2 Ensuring that contractors adhere to contractual obligations to avoid legal disputes and ensure projects' quality.
- 3.3.3 Providing quality assurance by certifying milestones and payment of claims to ensure projects' deliverables meet quality standards.
- 3.3.4 Ensuring regular projects' inspections for the purpose of quality assurance.
- 3.3.5 Ensuring consistent compliance with the Quality Assurance Management Framework to maintain projects' quality.
- 3.3.6 Ensuring consistent compliance with the Standard Procedure for claims processing and procedures to ensure fair and timely payment of claims.
- 3.3.7 Timeously submitting claims received from contractors to ensure timely payment and avoid delays.
- ~~3.3.8 Assisting in conducting projects contract reviews to identify any issues or concerns and address them accordingly.~~
- 3.3.9 Developing and implementing a risk management plan to identify, assess, and mitigate potential risks and issues that may impact project delivery, including those related to health and safety, environmental impact, stakeholder engagement, and financial management, to avoid project delays and ensure that the desired project quality standards are upheld.
- 3.3.10 Establishing and maintaining effective communication channels with all stakeholders to ensure project goals and objectives are clearly understood and all parties are kept informed of projects' progress to maintain the desired project quality standards.
- 3.3.11 Developing and maintaining an effective project management system that includes standardized processes and procedures, project templates, and reporting mechanisms to ensure that all projects are delivered on time, within budget, and to the desired quality standards to ensure efficient project management.
- 3.3.12 Conducting regular project audits and reviews to identify areas for improvement and to ensure that project management processes are being followed and project goals are being achieved to avoid delays and to maintain the desired project quality standards.
- 3.3.13 Developing and implementing a community engagement plan that encourages the participation of local stakeholders in project planning and implementation and fosters community ownership and support for the project to ensure successful project implementation.



- 3.3.14 Provide technical assistance and guidance to contractors and service providers on best practices in infrastructure development, including design, construction, and post-construction maintenance.
- 3.3.15 Provide regular training and capacity building opportunities to project staff, contractors, and service providers on project management technical skills.
- 3.3.16 Develop and implement a quality management plan that includes standards and procedures for ensuring that all project deliverables meet the desired quality standards.

CIDB B.U.I.L.D Programme	Applicable in this bid
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 6 or higher	YES
The CIDB Standard for Developing Skills through Infrastructure Contracts Gazette Notice No 36760 is applicable on the project in question and will apply.	YES
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.	YES

3.4 Procurement scope will also include:

- 3.4.1 The PMU procurement activities will be carried out in accordance with the procurement policies of the FSDoH.
- 3.4.2 The preparation of tender documents for the procurement of contractors which will ensure that the tender documents are comprehensive, clear, and provide sufficient information to enable potential bidders to prepare responsive bids.
- 3.4.3 Assist in ensuring that all procurement activities are conducted in a fair, transparent, and competitive manner and in compliance with applicable laws and regulations.
- 3.4.4 Assist with the technical evaluation of bids submitted by potential service providers.



- 3.3.14 Provide technical assistance and guidance to contractors and service providers on best practices in infrastructure development, including design, construction, and post-construction maintenance.
- 3.3.15 Provide regular training and capacity building opportunities to project staff, contractors, and service providers on project management technical skills.
- 3.3.16 Develop and implement a quality management plan that includes standards and procedures for ensuring that all project deliverables meet the desired quality standards.

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- 3.4.2 The preparation of tender documents for the procurement of contractors which will ensure that the tender documents are comprehensive, clear, and provide sufficient information to enable ~~potential bidders to prepare responsive bids.~~
- 3.4.3 Assist in ensuring that all procurement activities are conducted in a fair, transparent, and competitive manner and in compliance with applicable laws and regulations.
- 3.4.4 Assist with the technical evaluation of bids submitted by potential service providers.

EVALUATION CRITERIA

This bid shall be evaluated in three stages:

- a) On stage one, Proposals will be evaluated on compliance with mandatory requirements.
- b) On stage two, Proposals will be evaluated on functionality as stipulated on this RFP.
- c) On stage three, proposals will be evaluated on specific goals & price
 - ✓ Proposals will be evaluated in accordance with the 90/10 specific goals points system; however, bidders will only be awarded a maximum of 10 points for specific goals plus total points scored in functionality.
 - ✓ **Note: There will be no evaluation on price, instead, all professional fees of different disciplines as well as disbursements of the successful bidder will be calculated in strict accordance with the following:**



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 - ✓ Proposals will be evaluated in accordance with the 90/10 specific goals points system; however, bidders will only be awarded a maximum of 10 points for specific goals plus total points scored in functionality.
 - ✓ **Note: There will be no evaluation on price, instead, all professional fees of different disciplines as well as disbursements of the successful bidder will be calculated in strict accordance with the following:**
 - Relevant discipline's gazetted Tarif of Fees
 - Three quotes system will apply on specialist services with no gazetted fee scales
 - National Department of Public works and Infrastructure Rates for Reimbursable expenses.

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.

Project Management services are not to be sub-contracted *(In a Consortium / Joint Venture, the Project Management Services must only be offered by the Lead Consultant)*. Signed letter of authority to Sign the Bid
- (d) Duly Signed Consortium / Joint Venture Agreement by all members *(Only applicable to a consortium / Joint Venture)*.
- (e) Duly Signed Sub-Contracting Agreement by all members *(Applicable to either a Firm / Consortium / 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 Consortium / Joint Venture / sub-contracting, all companies shall submit separate CIPC or Affidavit and a trade name if sole Proprietor*).
- (g) Originally certified share certificate/s (*in the case of a Consortium / 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 Consortium / Joint Venture / sub-contracting, each company shall provide its separate identity document/s (ID/s) / Passports/s of company director/s*).
- (i) Valid proofs of registration in good standing with the required relevant professional bodies recognized by the Council for Built Environment (CBE)
- (j) Unique security pin issued by the South African Revenue Services before the closing of this bid (*in the case of either a Consortium / Joint Venture / sub-contracting, each company shall provide its separate unique security pin*).
- (k) Must be registered and active on the Central Supplier Database (CSD) before the date of closing of this bid. A Compliant CSD report together with the master registration number must be provided to that effect (*in the case of a Consortium / Joint Venture / sub-contracting, each company shall provide its separate CSD report together with the master registration number*).
- (l) **Firm must submit a proof of Professional Indemnity Insurance cover for minimum of R100 000 000.00 (in the case of a Consortium / Joint Venture, combined Professional Indemnity insurances adding to a minimum of R100 000 000.00 must be submitted).**
- (m) Valid COIDA or RAM / FEM or Letter of good standing with the Department of Labour (*in the case of a Consortium / 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/s of the company and its address. OR Originally Certified Copy of Lease Agreement. OR Originally Certified Copy of Sub-Lease Agreement together with the main lease agreement.
- Note:** The above three options are applicable to either Firm / All Consortium members / All Joint Venture members and all sub-contractors.
- 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) Originally certified copy of valid ISO9001:2015 certificate by an approved and authorized certification body (international or local). *(in the case of Consortium / Joint Venture, only the lead consultant is required to provide a valid ISO9001:2015 certificate).*
- (p) A minimum of two (2) professional services disciplines *(with exception of Project Management Services) must be sub-contracted to Free State based EME and/or QSE consulting firms (Sub-contracted consulting firms must be submitted together with the bid)*
- (q) Duly completed and signed SBD 1 – Invitation to Tender.
- (r) Duly completed and signed Annexure A – Record of Addenda to tender documents.
- (s) Duly completed and signed Annexure B – Propose amendments and qualifications.
- (t) Duly completed and signed Annexure D – Compulsory declaration.
- (u) Attendance of the mandatory clarification meeting, details of which are provided in the advert and in this tender document

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 136 (80%) points out of 170 points for evaluation of preference points.
- Each bid will be evaluated for functionality on the following areas:

A KEY PERSONNEL (45 Points)

Professional Registration and Experience of key personnel

Points are allocated for post professional registration experience of allocated key personnel for the projects under consideration. In order to obtain points, the key personnel must hold a valid professional registration with the relevant built environment council applicable to the professional service required (Copy of valid Professional Registration is required) and a curriculum vitae.

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

Table 1: Competencies of proposed key personnel (45 points)

Description of the Criteria for Key Personnel	Points Allocation								
Project Manager Only a registered person with a valid registration with SACPCMP as Pr. Construction Project Manager in good standing and relevant years of experience post Professional registration, will be considered Points allocated based on the relevant experience: <table> <tr> <th><u>Years of Experience</u></th><th><u>Points Allocation</u></th></tr> <tr> <td>20 Years and more</td><td>10 Points</td></tr> <tr> <td>Between 10 and 20 Years</td><td>7 Points</td></tr> <tr> <td>Between 5 and including 10 Years</td><td>3 Points</td></tr> </table>	<u>Years of Experience</u>	<u>Points Allocation</u>	20 Years and more	10 Points	Between 10 and 20 Years	7 Points	Between 5 and including 10 Years	3 Points	10
<u>Years of Experience</u>	<u>Points Allocation</u>								
20 Years and more	10 Points								
Between 10 and 20 Years	7 Points								
Between 5 and including 10 Years	3 Points								



Architect

Only a registered person with a valid registration with SACAP as Pr. Architect in good standing and relevant years of experience post Professional registration, will be considered

Points allocated based on the relevant experience:

<u>Years of Experience</u>	<u>Points Allocation</u>
8 Years and more	5 Points
Between 5 and 8 Years	3 Points
Between 3 and including 5 Years	2 Points

5

Quantity Surveyor

Only a registered person with a valid registration with SACQSP as Pr. Quantity Surveyor in good standing and relevant years of experience post Professional registration, will be considered

Points allocated based on the relevant experience:

<u>Years of Experience</u>	<u>Points Allocation</u>
8 Years and more	5 Points
Between 5 and 8 Years	3 Points
Between 3 and including 5 Years	2 Points

5



Civil Engineer

Only a registered person with a valid registration with ECSA as Pr. Civil Engineer in good standing and relevant years of experience post Professional registration, will be considered

Points allocated based on the relevant experience:

<u>Years of Experience</u>	<u>Points Allocation</u>
8 Years and more	5 Points
Between 5 and 8 Years	3 Points
Between 3 and including 5 Years	2 Points

5

Structural Engineer

Only a registered person with a valid registration with ECSA as Pr. Structural Engineer in good standing and relevant years of experience post Professional registration, will be considered

Points allocated based on the relevant experience:

<u>Years of Experience</u>	<u>Points Allocation</u>
8 Years and more	5 Points
Between 5 and 8 Years	3 Points
Between 3 and including 5 Years	2 Points

5



Electrical Engineer Only a registered person with a valid registration with ECSA as Pr. Electrical Engineer in good standing and relevant years of experience post Professional registration, will be considered Points allocated based on the relevant experience:		5
<u>Years of Experience</u>	<u>Points Allocation</u>	
8 Years and more	5 Points	
Between 5 and 8 Years	3 Points	
Between 3 and including 5 Years	2 Points	

Mechanical Engineer Only a registered person with a valid registration with ECSA as Pr. Mechanical Engineer in good standing and relevant years of experience post Professional registration, will be considered Points allocated based on the relevant experience:		5
<u>Years of Experience</u>	<u>Points Allocation</u>	
8 Years and more	5 Points	
Between 5 and 8 Years	3 Points	
Between 3 and including 5 Years	2 Points	



OHS Consultant Only a registered person with a valid registration with SACPCMP as Pr. Occupational Health & Safety Consultant in good standing and relevant years of experience post Professional registration, will be considered Points allocated based on the relevant experience:		5
<u>Years of Experience</u>	<u>Points Allocation</u>	
8 Years and more	5 Points	
Between 5 and 8 Years	3 Points	
Between 3 and including 5 Years	2 Points	
Total Points for Qualifications and competencies of proposed key personnel		45

B. BIDDERS'S EXPERIENCE ON REFURBISHMENTS OR CONSTRUCTION OF NEW HEALTHCARE FACILITIES COMPLETED WITHIN THE LAST FIVE (5) YEARS (30 points)

BIDDER'S Relevant Project Management Experience on Refurbishment of existing Healthcare Facilities or Construction of new Healthcare Facilities completed within the last Five (5) years

Points are allocated for relevant project management experience relating to refurbishment of existing healthcare facilities or construction of new healthcare facilities completed within the last five years

In support, bidders are to provide the following:

- a.) Consultant's Letter/s of appointment
- b.) Main Contractor's Practical Completion Certificate/s
- c.) Letter from the client confirming the following:
 - Final account value inclusive of VAT
 - Remarks on quality by stipulating the most relevant between the following weightings:
 - Poor
 - Average
 - Good
 - Excellent

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

Table 2: Evaluation on bidder's Relevant Project Management Experience on Refurbishment of existing Health Facilities or Construction of new Health Facilities completed within the last Five (5) years (30 points):

Criteria									Points Allocated
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 400 Million	Project from R400 Million to R800 Million	Project over R800 Million up to R1,2 Billion	Project over R1,2 Billion	Poor	Average	Good	Excellent	(E + I) =
Project 1	0	5	7.5	10	0	2	3	5	15
Project 2	0	5	7.5	10	0	2	3	5	15
Total number of points	0	10	15	20	0	4	6	10	30

C. BIDDER'S PROGRAM MANAGEMENT EXPERIENCE ON PLANNED AND UN-PLANNED MAINTENANCE OF EXISTING HEALTHCARE FACILITIES (30 points)

Completed maintenance program/s must have had a minimum duration of at least three (3) years from the date of appointment and completed within the past five years. Current running / ongoing maintenance program/s must have been ongoing for at least a minimum of three (3) years from the appointment date.

In support, bidders are to provide the following documents:

- Letter/s of appointment
- Letter/s of termination of the program (*applicable to completed maintenance programs*)
- Letter/s from the client confirming the following:
 - Confirming existence of the program (*applicable to current/ongoing programs*)
 - Remarks on quality by stipulating the most relevant between the following weightings:
 - Poor
 - Average
 - Good
 - Excellent

Table 3: Evaluation of Bidder's Program Management Experience on Planned and Un-planned Maintenance of Existing Healthcare Facilities (30 Points)

Criteria							Points Allocated
	Experience Assessment		Quality Assessment from Client reference Letter				TOTAL MAXIMUM POINTS
A	B	C	D	E	F	G	H
Program	Program Management for Planned and un-planned Maintenance Responsible for at least one Entire District (Program Management carried out under a single appointment)	Program Management for Planned and un-planned Maintenance Responsible for at least one Entire Province (Program Management carried out under a single appointment)	Poor	Average	Good	Excellent	(C + G) =
Maintenance Program (Appointment 1)	5	10	0	2	3	5	15
Maintenance Program (Appointment 2)	5	10	0	2	3	5	15
Total number of points	10	20	0	4	6	10	30

D. BIDDER'S EXPERIENCE IN SOURCING FUNDING AND OR CAPITAL RAISING (30 points)

Bidder's Relevant experience in sourcing of funding or capital raising for any of the following Government Departments and/or Municipalities: National Department/s or Provincial Department/s or Local Municipality/s or Metropolitan Municipality/s acquired successfully within the last Five (5) years.

Points are allocated only for successful capital or funding raised for any of the above-mentioned Government Departments and/or Municipalities acquired within the last 5 years.

In support, bidders are to provide the following:

- Consultant's Letter/s of appointment/s
- Letter from the funder or investor confirming successful funding application or proposal with approved values

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

Table 4: Evaluation on bidder's Relevant Experience in sourcing and or capital raising acquired successfully within the last Five (5) years (30 points):

Criteria					Points Allocated
Experience Assessment					TOTAL MAXIMUM POINTS
A	B	C	D	E	G
Project	Project less than 1 Billion	Project over R1 Billion up to R3,5 Billion	Project over R3.5 Billion up to R7 Billion	Project over R7 Billion	= E
Project 1	0	5	7.5	10	10
Project 2	0	5	7.5	10	10
Project 3	0	5	7.5	10	10
Total number of points	0	15	15	30	30

E. SUBMISSION OF PROPOSED METHODOLOGY AND APPROACH (25 Points)

Evaluation of Proposed Methodology and Approach

"Points allocated for proposed methodology should illustrate how project management Principles are going to be applied. Quality management from Designs, Supervision, to close out 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.



Points allocated for the presentation of the proposed methodology should deal with the submitted proposed methodology & thus, addressing how project management principles are going to be applied. Quality management from Designs, Supervision, to close out in consideration of the following:

- The Presentation of 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 present 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 presentation should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach.
- The presentation 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 presentation of the proposed Methodology and Approach will be allocated a total of 30 minutes which will be broken down as follows:

- 20 Minutes allocated for the actual presentation
- 10 Minutes allocated for the Questions and Answers

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

-	Presentation approached aspects 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 Presentation 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 presentation 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. The quality plan, manner in which risk is to be managed, etc. is generic	Average
-	The presentation 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 6: Evaluation of Presentation of Proposed Methodology and Approach

Criteria		Points Allocation
Presentation of Proposed Methodology and Approach		10
Sub-criteria	Points Allocation	
Presentation on methodology is Excellent	10 Points	
Presentation on methodology is Good	8 Points	
Presentation on methodology is Average	6 Points	
Presentation on methodology is Fair	4 Points	
Presentation on methodology is Poor	0 Points	

TOTAL FUNCTIONALITY POINTS	170
MINMUN POINTS REQUIRED (80%) OF TOTAL POINTS SCORED	136

STAGE 3: 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	50%-100% Woman ownership = 2 points 1%-49% Woman ownership = 1 points 0% 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	50%-100% Youth ownership = 2 points 1%-49% Youth ownership = 1 point	- RSA identity document OR - Valid RSA driver's license issued by the relevant authority



		• 0% Youth ownership = 0 points	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 = 6 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 (Copies of invoices (from Lessor) for the last six (6) consecutive months, all accompanied by corresponding proof of payments (<i>proof of payments must be originally bank stamped</i>)). • 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
TOTAL POINTS FOR SPECIFIC GOALS			10



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 proposal 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 Respondent shall not assume that information and/or documents supplied to the Department ~~at any time prior to this request, are still available to the Department, and shall consequently not~~ make any reference to such information document in its response to this request.
3. The Respondent 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 RFP conditions, validity period, specifications, or extend the closing date and/or time of this RFP before the closing date. All Respondents to whom the RFP documents have been issued, will be advised through the appropriate media platform, e.g. eTender portal or through email those service providers who shall attended 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 RFP as a whole or in part without furnishing reasons.
8. The Department also reserves the right to cancel or withdraw from this RFP as a whole or in part without furnishing reasons and without attracting any liability.



9. The Respondent 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 RFP 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 RFP document.
11. Proposals submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors.
12. The Respondent shall prepare for a possible presentation should the Department requires such and the Respondent shall be notified thereof no later than 4 (four) days before the actual presentation date.

13. CONTRACTING DATA

13.1 Standard Professional Services.

13.2 The conditions applicable to this Contract are the Standard Professional Services Contract (July 2009 edition) published by the Construction Industry Development Board (CIDB).

14. SERVICE LEVEL AGREEMENT

A Service Level agreement will be entered into with the successful bidder. Skills transfer Plan will be part of the Service Level Agreement

15. LEGISLATION AND STANDARDS

15.1 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.