

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF FREE STATE HEALTH					
BID NUMBER:	DOH(FS)46/2021/2022	CLOSING DATE:	25 MARCH 2022	CLOSING TIME:	11H00
DESCRIPTION	MAINTENANCE, REFURBISHMENT, REPLACEMENT AND UPGRADES OF HEATING, VENTILATION, AIR-CONDITIONING AND REFRIGERATION SYSTEMS AT VARIOUS INSTITUTIONS IN THE FREE STATE DEPARTMENT OF HEALTH. PERIOD: DATE OF SIGNING OF CONTRACT FOR 36 MONTHS.				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

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 ELECTRONICALLY 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	☐ Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		☐ Yes ☐ No

①

[TICK APPLICABLE BOX]	☐ 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 C.A SKIBBE
CONTACT PERSON	S.W MALIEHE	TELEPHONE NUMBER	051 408 1367
TELEPHONE NUMBER	051 408 1816	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	skibbeca@fshealth.gov.za
E-MAIL ADDRESS	MalieheSW@fshealth.gov.za SebetoanRJ@fshealth.gov.za	NB: Bidders may send any queries electronically to the above mentioned emails	

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) 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:

.....

EXPLANATORY MEETING CERTIFICATE

BID NUMBER: DOH (FS)46/2021/2022

Attendance list number: _____

DOH(FS)46/21/22: MAINTENANCE, REFURBISHMENT, REPLACEMENT AND UPGRADES OF HEATING, VENTILATION, AIR-CONDITIONING AND REFRIGERATION SYSTEMS AT VARIOUS INSTITUTIONS IN THE FREE STATE HEALTH DEPARTMENT.

PERIOD: DATE OF SIGNING CONTRACT FOR 36 MONTHS

Attendance of the explanatory meeting is NON - 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.

NON- COMPULSORY EXPLANATORY MEETING DATE: 08 MARCH 2022

TIME: 10H00

VENUE: Free State Psychiatric Complex
Recreational hall
4 President Brand Street
Oranjesig
Bloemfontein
9300

CONTACT PERSON/S: Mr. C.A Skibbe
Tel: (051) 408 1367

This is to certify that _____ in his/her capacity as
_____ of the company _____ has attended the Non-
Compulsory Explanatory meeting on the _____ day of _____ 2022 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**

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

YES / NO 2.7

Are you or any person connected with the bidder
presently employed by the state?

YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain
the appropriate authority to undertake remunerative
work outside employment in the public sector?

YES / NO

2.7.2.1 If yes, did you attach proof of such authority to the bid
document?

YES / NO

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

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

2.10.1 If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies YES/NO

whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Income Tax Reference Number	State Number Number	Employee / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
- (a) Any single contract with imported content exceeding US\$10 million.
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
 - or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

- 1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
 - Description of the goods, works or services.
 - Date on which the contract was accepted.
 - Name, address and contact details of the government institution.
 - Value of the contract.
 - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Elias Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
 - b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:.....

Name of bidder.....

Postal address

.....

Signature..... Name (in print).....

Date.....

Js475wc

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

a) The value of this bid is estimated does not exceed R50 000 000 (all applicable taxes included) and therefore either the **90/10** or **80/20** preference point system to be applied subject to the lowest bid received.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20/10
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) "**B-BBEE**" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 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

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

or

$$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

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

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

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

Designated Group: An EME or QSE which is at least 51% owned by:

Black people
 Black people who are youth
 Black people who are women
 Black people with disabilities
 Black people living in rural or underdeveloped areas or townships
 Cooperative owned by black people
 Black people who are military veterans

EME ✓	QSE ✓

OR

Any EME
 Any QSE

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____ % Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The Enterprise is _____ % Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- The Enterprise is _____ % Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013;
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____ %
 - Black Disabled % = _____ %
 - Black Unemployed % = _____ %
 - Black People living in Rural areas % = _____ %
 - Black Military Veterans % = _____ %

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – SPECIALISED ENTITY – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Director of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (NPO, PBO etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise has _____ % Black Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise has _____ % Black Female Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise has _____ % Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- Black Designated Group Beneficiary % Breakdown as per the definition stated above:

- Black Youth % = _____ %
- Black Disabled % = _____ %
- Black Unemployed % = _____ %
- Black People living in Rural areas % = _____ %
- Black Military Veterans % = _____ %

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue/Allocated Budget/Gross Receipts was R10,000,000.00 (Ten Million Rands) or less

- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

At Least 75% Black Beneficiaries	Level One (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Beneficiaries	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – SPECIALISED ENTITY -
GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Director of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (NPO, PBO etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) who are citizens of the Republic of South Africa by birth or descent; or (b) who became citizens of the Republic of South Africa by naturalisation- i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	"Black Designated Groups means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise has _____ % Black Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____ % Black Female Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____ % Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Beneficiary % Breakdown as per the definition stated above:
 - Black Youth % = _____ %
 - Black Disabled % = _____ %
 - Black Unemployed % = _____ %
 - Black People living in Rural areas % = _____ %
 - Black Military Veterans % = _____ %

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue/Allocated Budget/Gross Receipts was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands)
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

At Least 75% Black Beneficiaries	Level One (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	Level Two (125% B-BBEE procurement recognition level)	

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

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DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

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CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

SBD 9

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2





health

Department of
Health
FREE STATE PROVINCE

BID NO DOH(FS) 46/2021/2022

CLOSING DATE: 25 MARCH 2022 TIME: 11:00

**Maintenance, Refurbishment, Replacement and Upgrades of
Heating, Ventilation, Air-Conditioning and Refrigeration
Systems at Various Institutions in the Free State Department
Period : Date of signing of contract for 36 Months.**

4ME OR HIGHER

ISSUED BY:

Department of Health
Supply Chain Management
Bophelo House
P.O Box 227
Corner Charlotte Maxeke Street and Harvey Road
9300

Me. SW. Maliehe 051 408 1816

PREPARED FOR:

Department of Health
Infrastructure Unit
Bophelo House
Third Floor
Bloemfontein
9300

Mr. C.A. Skibbe 051 408 1367

NAME OF TENDERING ENTITY:

TEL:.....

TOTAL OF PRICES INCLUSIVE OF VALUE ADDED TAX: R.....

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THE TENDER

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THE CONTRACT

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PART C3 : SCOPE OF WORK

C3.1	SCOPE OF WORK	6 pages
C3.2	TECHNICAL SPECIFICATIONS	10 pages

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PART C5 : DECLARATIONS

C5.1	DECLARATION OF INTEREST	3 pages
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C5.3	CERTIFICATE OF INDEPENDENT BID DETERMINATION	3 pages
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PART C6 : CALCULATION OF PENALTIES

2 pages

PART C7 : PRICING DATA - AIR CONDITIONERS AND VENTILATION

C7.1	PRICING INSTRUCTIONS - AIR CONDITIONERS AND VENTILATION	0 page
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PART C8 : SCOPE OF WORK - AIR CONDITIONERS AND VENTILATION

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C8.2	TECHNICAL SPECIFICATIONS - AIR CONDITIONERS AND VENTILATION	10 pages

PART C9 : PRICING DATA - REFRIGERATION

C9.1	PRICING INSTRUCTIONS - REFRIGERATION	0 page
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PART C10 : SCOPE OF WORK - REFRIGERATION

C10.1	SCOPE OF WORK - AIR CONDITIONERS AND VENTILATION	2 pages
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Maintenance, Refurbishment, Replacement and Upgrades of Heating, Ventilation, Air-Conditioning and Refrigeration Systems at Various Institutions in the Free State Department
Period : Date of signing of contract for 36

Part T1.1 bid Notice and Invitation to bid

Maintenance, Refurbishment, Replacement and Upgrades of Heating, Ventilation, Air-Conditioning and Refrigeration Systems at Various Institutions in the Free State Department
Period : Date of signing of contract for 36 Months.

The contract period is **36 months** from the date of acceptance of the offer.

It is estimated that bidders should have a CIDB contractor grading designation of 4ME or higher.

The physical address for collection of bid documents is:

Department of Health
Supply Chain Management
Corner Charlotte Maxeke Street and Harvey Road
Bophelo House
Bloemfontein
9300

Documents may be collected from Monday to Friday between 08:00 hrs and 16:00 hrs as per advert.

A non-refundable bid deposit of **R1282.00** is payable in cash or by bank guaranteed cheque made out in favour of the Department, payable at cashier(Bophelo House) or Standard Bank, Acc Name: FSPG: Department of Health, Acc No: 240 323 165, Branch Name: Brandwag Branch, Branch code: 05 5534 00, Ref no: 36 16 18 19 between 08:30 hrs and 15:00 hrs, receipt is required upon collection of the bid documents.

A non-ompulsory clarification meeting with representatives of the Employer will take place at Free State Psychiatric Complex, Recreational hall, 4 President Brand Street, Orangesig, Bloemfontein, on **08 March 2022 @ 10:00**

The closing time for receipt of bids is **25 March 2022 @ 11:00**

Telegraphic, telephonic, telex, facsimile, electronic and/or late bids will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the bid Data.

Part T1.2 Bid Data

The conditions of bid are the Standard Conditions of bid as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement of August 2006 and as amended from time to time. (See www.cidb.org.za).

The Standard Conditions of bid make several references to the bid Data for details that apply specifically to this bid. The bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of bid to which it mainly applies.

The additional conditions of bid are:

- F.2.16.3** Accept that a bid submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for bids that a bid is to be withdrawn or substituted.
- F.2.16.4** Where a bid submission is to be substituted, submit a substitute bid in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".
- F.3.13.3** Accept the bid offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the bidder:
- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
 - b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
 - c) has the legal capacity to enter into the contract,
 - d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
 - e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

Clause number	bid Data
F.1.1	The employer is the Department of Health: Free State Provincial Government
F.1.2	The bid Documents issued by the employer comprise the following documents: THE bid Part T1: bidding procedures T1.1 - bid notice and invitation to bid T1.2 - bid data Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond Part C2: Pricing data C2.1 - Pricing Instructions C2.2 - Activity Schedule Part C3: Scope of work C3.1 - Scope of Work C3.1 - Technical Specifications Part C4: Site information C4.1 - Site Information
F1.3	The employer's Agent is : Name: Adv. T.M. Thebe Address: Corner Charlotte Maxeke Street and Harvey Road Bophelo House Tel: (051) 408-1853 E-mail: ThebeTM@fshealth.gov.za

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F.2.1	Only those bidders who are registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum bided, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 4ME or higher class of construction work, are eligible to have their bids evaluated. Joint ventures are eligible to submit bids provided that: the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum bided for a 4ME or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
F.2.7	The arrangements for a non-compulsory clarification meeting are as stated in the bid Notice and Invitation to bid. bidders must sign the attendance list in the name of the bidding entity. Addenda will be issued to and bids will be received only from those bidding entities appearing on the attendance list.
F.2.12	No alternative bid offers will be considered If a bidder wishes to submit an alternative bid offer, the only criteria permitted for such alternative bid offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative bid offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the bidder, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount bided for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design
F.2.13.3	Parts of each bid offer communicated on paper shall be submitted as an original, plus 0 copies.
F.2.13.5 F.2.15.1	The employer's details and address for delivery of bid offers and identification details that are to be shown on each bid offer package are:
	Location of bid box: Refer to bid advert Physical address: Corner Charlotte Maxeke Street and Harvey Road, Bophelo House Bloemfontein 9300 Identification details: bid Reference Number DOH(FS)46/2021/2022 Title of bid: Maintenance, Refurbishment, Replacement and Upgrades of Heating, Ventilation, Air-Conditioning and Refrigeration Systems at Various Institutions in the Free State Province Health Department for a period of 36 Months. The closing date and time of the bid: Refer to bid advert

F.2.13.6 F.3.5	A two-envelope procedure will not be followed				
F.2.15	The closing time for submission of bid offers is as stated in the bid Notice and Invitation to bid.				
F.2.16	The bid offer validity period is 120 days from date of acceptance				
F.2.18	The bidder shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.				
F.2.23	The compliance of the tax status of the bidders will be verified on the Central Supplier Database (CSD)				
F.3.11	The procedure for the evaluation of responsive bids is Method 2 The apportionment for the evaluation will be: <table border="1"> <tr> <td>(a) Financial offer</td><td>90%</td></tr> <tr> <td>(b) Preference</td><td>10%</td></tr> </table>	(a) Financial offer	90%	(b) Preference	10%
(a) Financial offer	90%				
(b) Preference	10%				

The financial offer will be reduced to a comparative basis using the bid Evaluation Schedule

The score for financial offer is calculated using Formula 1 (Option 2) where W1 is the percentage score given to financial offer and equals%.

The score for quality and financial offer is to be combined, before the addition of the score for preference, as follows:

$$W_c = W_3 \times \left(1 + \frac{S - S_m}{S_m} \right)$$

Where W_3 = the number of bid evaluation points for quality and financial offer and equals:

- 1) 90 where the financial value inclusive of VAT of all responsive bids received have a value in excess of R 1000 000 or
- 2) 80 where the financial value inclusive of VAT of one or more responsive bid offers have a value that equals or is less than R 1000 000

S = the sum of score for quality and financial offer of the submission under consideration

S_m = the sum of score for quality and financial offer of the submission scoring the highest number of points

Up to 100 minus W3 bid evaluation points will be awarded to bidders who complete the preferencing schedule and who are found to be eligible for the preference claimed.

The score for quality is to be calculated using the following formula:

$$W_Q = W_2 \times S_O / M_S$$

where

W_2	=	the percentage score given to quality and equals
S_O	=	the score for quality allocated to the submission under consideration
M_S	=	the maximum possible score for quality in respect of a submission

F.3.11.3

The quality criteria and maximum score in respect of each of the criteria are as follows:

Quality criteria	Sub Criteria	Weight
*Experience	1. Two Specific Reference letters or appointment letter or contract / SLA or completion certificates for HVAC system: 10 2. Three Specific Reference Letters or appointment letter or contract / SLA or completion certificates for HVAC system: 20 3. Four Specific Reference Letters or appointment letter or contract / SLA or completion certificates for HVAC system: 30	30
Locality	Attach proof of municipal accounts and or lease agreement if not owning the building / property, within the Province : 10	10
OHS/PER Requirements	1. Removal of Existing: 2.5 2. Installation of New: 5 3. Storage of New: 2.5 4. OHS & Environmental Plan: 5 Note that full points will be awarded if the Quality Assurance is Specific. Half Points will be awarded for none Specific.	15
Methodology	Approach reflecting specific HVAC and Refrigeration maintenance and replacements while operations are in place. Note that full points will be awarded if the Methodology is Specific. Half Points will be awarded for none Specific.	10
Skills and Capacity (Personnel)	1. ECSA Professional Registered Mechanical Engineer/Technician with at least 5 years relevant experience : 10 2. HVAC and refrigeration Specialist with minimum of 6 years relevant experience:15 3. Qualified Air-conditioning/ Refrigeration Mechanic: 10 (Certified copies within 3 months old must be attached, no points will be awarded for copies that are not certified and over 3 months old)	35
Total		100
Minimum Threshold	(any bidder scoring below minimum threshold, will not be considered for further evaluation)	70
*Note: Specific means Health Facilities Specific Experience		

F3.13.1	bid offers will only be accepted if: a) the bidder submits an original certificate as proof of his registration with the Construction Industry Development Board in an appropriate contractor grading designation (to be verified at evaluation); b) the bidder or any of its directors/shareholders is not listed on the Register of bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; c) the bidder has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and d) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the bid process and persons in the employ of the state are permitted to submit bids or participate in the contract; e) the bidder is registered and in good standing with the compensation fund or with a licensed compensation insurer; f) the employer is reasonably satisfied that the bidder has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.

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Part T2.1 List of Returnable Documents

1 Returnable Schedules required for bid evaluation purposes

The bidder must complete the following returnable schedules as relevant:

- Record of Addenda to bid Documents
- Proposed Amendments and Qualifications
- Schedule of Proposed Subcontractors
- Schedule of recently completed and current contracts

2 Other documents required for bid evaluation purposes

The bid must complete the following returnable documents:

- HVAC and refrigeration specialist with at least 6 years relevant experience
- Quality Management Plan (Include Standards to be used as acceptance criteria for HVAC and Refrigeration works)
- ID copies of company Directors or shareholders.
- Certificate of attendance at clarification meeting
- Proof of Registration with the CIDB
- Letter of good standing with the compensation fund
- BBB-EE certificate, or sworn affidavit inline with the BBB-EE code of good practice
- Rates and taxes account not older than three months or lease agreement
- CSD (central supplier database) latest report
- Health and Safety Representative (attach certified copies not older than three months)

3 Returnable Schedules that will be used for bid evaluation purposes and be incorporated into the contract

- Preferencing Schedule
- Particulars of Electrical Contractor
- Particulars of Specialist Contractors
- Electrical / Mechanical / Security material and equipment schedules
- Schedule for Imported Materials and Equipment

4 Other documents that will be incorporated into the contract

5 C1.1 Offer portion of Form of Offer and Acceptance

6 C1.2 Contract Data (Part two)

7 C2.2 Price list/ Activity Schedule

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Maintenance, Refurbishment, Replacement and Upgrades of Heating, Ventilation, Air-Conditioning and Refrigeration Systems at Various Institutions in the Free State Department
Period : Date of signing of contract for 36 Months.

Part T2.2 RETURNABLE SCHEDULES

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, 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 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 public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

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Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of 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 a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company 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 public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

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

*insert separate page if necessary

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Maintenance, Refurbishment, Replacement and Upgrades of Heating, Ventilation, Air-Conditioning and Refrigeration Systems at Various Institutions in the Free State Department
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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 neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of bid 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 bidding entities submitting bid offers and have no other relationship with any of the bidders 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 _____

Maintenance, Refurbishment, Replacement and Upgrades of Heating, Ventilation, Air-Conditioning and Refrigeration Systems at Various Institutions in the Free State Department
Period : Date of signing of contract for 36 Months.

Record of Addenda to bid documents

We confirm that the following communications received from the Employer before the submission of this bid offer, amending the bid documents, have been taken into account in this bid 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 _____
Enterprise name _____

Maintenance, Refurbishment, Replacement and Upgrades of Heating, Ventilation, Air-Conditioning and Refrigeration Systems at Various Institutions in the Free State Department

Proposed amendments and qualifications

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

The bidder's attention is drawn to clause F.3.8.2 of the Standard Conditions of bid referenced in the bid Data regarding the employer's handling of material deviations and qualifications.

[illegible]

Attach additional pages if more space is required

Signed _____ Date _____

Name	Position
------	----------

Enterprise name

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid offer in Joint Venture and hereby authorise Mr/Mrs
, authorised signatory of the company
, acting in the capacity of lead partner,
 to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner		Signature Name Designation
CIDB registration number:		
		Signature Name Designation
CIDB registration number:		
		Signature Name Designation
CIDB registration number:		
		Signature Name Designation
CIDB registration number:		

Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments.

Name and address of proposed Subcontractor	Description of Work to be executed by the Subcontractor	Previous experience with the Subcontractor

Attach additional pages if more space is required

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

Maintenance, Refurbishment, Replacement and Upgrades of Heating, Ventilation, Air-Conditioning and Refrigeration Systems at Various Institutions in the Free State Department
Period : Date of signing of contract for 36 Months.

Schedule of recently completed and current contracts

List not more than seven contracts completed in the last five years

Contract title:	Employer (name) Place (town)	Reference person		Contract Amount (R million)	Contract Period (months)	Date of Completion*
		Name	Tel			
1						
2						
3						
4						
5						
6						
7						

*Completed means that a certificate has been issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

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Maintenance, Refurbishment, Replacement and Upgrades of Heating, Ventilation, Air-Conditioning and Refrigeration Systems at Various Institutions in the Free State Department
Period : Date of signing of contract for 36 Months.

List all current contracts not complete at the time

Project:	Employer (name) Place (town)	Reference person		Contract Amount (R million)	Contract Period (months)	Date of Commencement	Date of Completion *
		Name	Tel				
1							
2							
3							
4							
5							
6							
7							
9							
10							

*Date when defects liability period commenced (period after completion)

Signed _____ Date _____
 Name _____ Position _____
 Enterprise name _____

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Period : Date of signing of contract for 36

Schedule of Plant and Equipment

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

[illegible]

Attach additional pages if more space is required

Period : Date of signing of contract for 36 Months.

[illegible]

Signed	_____	Date	_____
Name	_____	Position	_____
Enterprise name	_____		

Maintenance, Refurbishment, Replacement and Upgrades of Heating, Ventilation, Air-Conditioning and Refrigeration Systems at Various Institutions in the Free State Department
Period : Date of signing of contract for 36 Months.

Evaluation Schedule: Tenderer's Experience

The experience of the Tenderer or joint venture partners in the case of an unincorporated joint venture or consortium as apposed to the key staff members / experts in similar projects or similar areas and conditions in relation to the scope of work over the last five years will be evaluated.

Tenderers should very briefly describe his or her experience in this regard and attach a minimum of five completion certificates to this schedule.

The description should be put in tabular form with the following headings

Employer, contact person and telephone number, where available	Description of work (service)	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Date completed

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

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Maintenance, Refurbishment, Replacement and Upgrades of Heating, Ventilation, Air-Conditioning and Refrigeration Systems at Various Institutions in the Free State Department
Period : Date of signing of contract for 36 Months.

Evaluation Schedule: Experience of Key Staff

[illegible]

Contractor to attach certified copies of qualifications and curriculum vitae of key staff

Evaluation Schedule: Quality control procedures

The quality control practices and procedures, which ensure compliance with stated employer's requirements previous, will be evaluated.

Tenderers should very briefly outline his or her procedures in relation to the project and attach this to this schedule.

The scoring of the tenderer's quality control procedures will be as follows:

Quality Control Scoring Table	
Poor (score 40)	Quality control procedures are unlikely to ensure compliance with stated employer's requirements
Satisfactory (score 70)	Quality control procedures are possibly able to ensure compliance with stated employer's requirements
Good (score 90)	Quality control procedures are likely to ensure compliance with stated employer's requirements
Very good (score 100)	Quality control procedures are most likely to ensure compliance with stated employer's requirements

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____

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Maintenance, Refurbishment, Replacement and Upgrades of Heating, Ventilation, Air-Conditioning and Refrigeration Systems at Various Institutions in the Free State Department
Period : Date of signing of contract for 36 Months.

Tender Evaluation Schedule

The parameters tendered in the Contract Data by the *Contractor* are to be reduced to a common base for comparative purposes as follows:

Tendered total of the Prices (from summary to Activity Schedule) R..... **①**

Part B: Assessing the impact of the tendered completion date

Tendered *completion date* (from Part two of the Contract Data) 36 months **④**
after the starting date

Employer's estimate of earliest *completion date* weeks **⑤**
after the starting date

Employer's estimate of weekly costs relating to completion R / week **⑥**
after estimated earliest *completion date*

Additional amount to be added to tendered total of prices to take account of tendered *completion date*

$$= (\text{④} - \text{⑤}) \times \text{⑥} = \text{R }$$

Summary

Tendered total of the Prices (from summary to Activity Schedule) (①)	R
Additional amount to be added to tendered total of prices to take account of compensation events	R
Additional amount to be added to tendered total of prices to take account of tendered completion date	R
Comparative offer for tender evaluation purposes	R

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Maintenance, Refurbishment, Replacement and Upgrades of Heating, Ventilation, Air-Conditioning and Refrigeration Systems at Various Institutions in the Free State Department
Period : Date of signing of contract for 36 Months.

Proof of Registration with the CIDB

The Tenderer is to affix to this page:

Attach proof of his registration with the CIDB in a contractor grading designation of 4ME or higher.

Notes:

1. Failure to affix such proof may result in this tender not being further considered for the award of the contract.
2. The Department will verify the certificate on the CIDB's website.

Maintenance, Refurbishment, Replacement and Upgrades of Heating, Ventilation, Air-Conditioning and Refrigeration Systems at Various Institutions in the Free State Department
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Part C1.1 Form of Offer and Acceptance

Offer

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

Maintenance, Refurbishment, Replacement and Upgrades of Heating, Ventilation, Air-Conditioning and Refrigeration Systems at Various Institutions in the Free State Department
Period : Date of signing of contract for 36 Months.

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

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)

R (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the 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.

Signature(s)	Date
Name(s) .....	.....
Capacity .....	.....
for the Tenderer .....	.....

Name and signature	
of witness	Date

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 C1: Agreements and Contract Data, (which includes this agreement)
- Part C2: Pricing Data
- Part C3: Scope of Work
- Part C4: Site Information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 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 Project Manager (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 on the date when the Tenderer receives one fully completed copy of the original document, including the schedule of deviations (if any). Unless the Tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) Date

Name(s)

Capacity

for the

Employer

Department of Health
Supply Chain Management
Bophelo House
P.O Box 227
Corner Charlotte Maxeke Street and Harvey Road
9300

Name and
signature
of witness Date

Schedule of Deviations

1	Subject	.....
	Details	.....
		
		
		
2	Subject	.....
	Details	.....
		
		
		
3	Subject	.....
	Details	.....
		
		
		
4	Subject	.....
	Details	.....
		
		
		
5	Subject	.....
	Details	.....
		
		
		

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

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

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Maintenance, Refurbishment, Replacement and Upgrades of Heating, Ventilation, Air-Conditioning and Refrigeration Systems at Various Institutions in the Free State Department
Period : Date of signing of contract for 36 Months.

Part C1.2 Contract Data

The Conditions of Contract are the NEC3 Engineering and Construction Contract – Option B: Priced contract with bill of quantities (Edition of April 2013) copies of which may be obtained from the South African Institute of Civil Engineering (telephone: 011 805 5947) or Engineering Contract strategies (telephone 011 803 3008)

The NEC3 Engineering and Construction Contract makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract to which it mainly applies.

Part one: Data provided by the *Employer*

The following contract Pre-Bid information are applicable to this Contract:

Clause		
1	General	
	Conditions of Contract	The conditions of contract are the core clauses and the clauses for main option B , dispute resolution option W1 and Secondary options X1, X2, X5, X7, X13, X15, X16, X17, X18 and Z of the NEC 3 Engineering and Construction Contract April 2013.
	The Work	
10.1	The Employer	FREE STATE DEPARTMENT OF HEALTH Physical address: Cnr Charlotte Maxeke & Harvey Rd Bloemfontein 9300 Postal address: P O Box 227 Bloemfontein 9300
10.2	The Project Manager	Name: Mr CA Skibbe Address: Free State Department of Health Cnr Charlotte Maxeke & Harvey Road Bloemfontein 9300
10.3	The Supervisor	Name: Adv T.M. Thebe Address: Free State Department of Health Cnr Charlotte Maxeke & Harvey Road Bloemfontein 9300

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	The Works Information:									
	The Site Information:	Various facilities in the Free State Province								
	The boundaries of the site are	Free State Province								
	The language of this contract is	English								
	The law of the contract is the law of	Republic of South Africa								
	The period for reply is	7 working days								
	The Adjudicator nominating body is	SAICE								
	The tribunal is									
	The following matters will be included in the risk register:									
2	The Contractor's main responsibilities									
	No data required for this section of the condition of contract									
3	Time									
30,1	The starting date is									
30,1	The access dates are:	<table border="1"> <thead> <tr> <th>Part of the Site</th> <th>Date</th> </tr> </thead> <tbody> <tr> <td>1.Cluster 1</td> <td>.....</td> </tr> <tr> <td>2.Cluster 2</td> <td>.....</td> </tr> <tr> <td>3.Cluster 3</td> <td>.....</td> </tr> </tbody> </table>	Part of the Site	Date	1.Cluster 1		2.Cluster 2		3.Cluster 3	
Part of the Site	Date									
1.Cluster 1										
2.Cluster 2										
3.Cluster 3										
32,2	The Contractor submits revised programmes at intervals no longer than weeks									
4	Testing and Defects									
	The defects date is ...52.... Weeks after completion of the whole of the works									
	The defect correction period is ...2... weeks									
5	Payment									
	The currency of this contract is the Rand									
	The assessment interval is weeks									
	The interest rate is % per annum (not less than 2) above the rate of the bank									
6	Compensation Events									
	The place where weather is to be recorded is									
	The weather measurements to be recorded for each calendar month are:									
	· the accumulative rainfall (mm)									
	· the number of days with rainfall more than 10mm									
	· the number of days with minimum air temperature less than 0 degrees Celsius									
	· the number of days with snow lying athours.									
	The weather data are the records of past weather measurements for each calendar month which were									
7	Title									
	No data required for this section of the condition of contract									
8	Risk and Insurance									
84,2	The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant and materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the contractor) caused by activity in connection with this contract for any one event is									
84,2	The minimum limit of indemnity for insurance in respect of loss of death of or for bodily injury to employees of the contractor arising out of and in course of their employment in connection with this contract for any one event is									
9	Termination									
	No data required for this section of the conditions of contract									
10	Data for main option clause									
B	Priced contract with bill of quantities									
11.2(21)	The activity schedule in Part C2.2: Activity Schedule									
11.2(31)	The bided total of the Prices is in Part C1.1: Form of Offer Acceptance									

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11	Data for Option W1		
W1.1	The Adjudicator is appointed when a dispute arises.		
W1.2(3)	The <i>adjudicator nominating body</i> is the president of the South African Institution of Civil Engineering		
W1.4(2)	The <i>tribunal</i> is a South African court of law		
12	Data for secondary Option clauses		
X1	Price adjustment for inflation		
X1.1(a)	The base date for indices is		
X2	Changes in the law		
	No data required for this Option		
X5 & X7	Sectional Completion and delay damages used together		
X7.1	Delay damages for each section of the are:		
X5.1	Section	Description	Amount per day
	1.....	.....	.....
	2.....	.....	.....
	3.....	.....	.....
X7	Delay damages (but not if option X5 is also used)		
X7.1	Delay damages for completion of the whole of the works are per day		
X13	Performance bond		
X13.1	The amount of the performance bond is.....		
X15	Limitation of Contactor's liability for design to reasonable skill and care		
	No data required for this Option		
X16	Retention		
X16.1	The <i>retention fee amount</i> is		
X16.1	The <i>retention percentage</i> is.....		
X17	Low performance damages		
X17.1	The amount for low performance damages are:		
	Amount	Performance level	
	.....	for	
	.....	for	
	.....	for	
X18	Limitation of liability		
X18.1	The <i>Contractor's</i> liability to the <i>Employer</i> for indirect or consequential loss is limited to		
X18.2	For any one event, the <i>Contractor's</i> liability to the <i>Employer</i> for loss of or damage to the <i>Employer's</i> property is limited to.....		
X18.3	The <i>Contractor's</i> liability for Defects to his design which are not listed on the Defects Certificate is limited to		
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to		
X18.5	The end of liability date is..... years after the Completion of the whole of the works.		
Z	Additional conditions of contract		
Z1	The additional conditions of contract are		
	1		
	2		
	3		

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Part two: Data provided by the Contractor

The following contract Post-Bid Information are applicable to this contract.

Clause	Data												
10.1	The Contractor is Name Address Telephone: Facsimile:												
11.2(8)	The <i>direct fee percentage</i> is %												
11.2(8)	The <i>subcontracted fee percentage</i> is %												
11.2(18)	The <i>working areas</i> are the Site and												
24.1	The key people are 1 Project Director Name Job Responsibilities Qualifications Experience 2 Site Agent Name Job Responsibilities Qualifications Experience												
11.2(14)	The following matters will be included in the Risk Register 												
11.2(19)	The Works information for the <i>Contractor's</i> design is in												
31.1	The programme identified in the Contract Data is												
11.2(3)	The <i>completion date</i> for the whole of the works is 60 months after the <i>starting date</i> .												
	The <i>bill of quantities</i> is.....												
	The bided total of the Prices is												
	Data for the Shorter Schedule of Cost Components												
41	The <i>percentage for people overheads</i> is %												
21	The published list of Equipment is the last edition of the list published by												
21	The percentage for adjustment for Equipment in the published list is % (state plus or Minus)												
22	The rates for other Equipment are <table border="1"> <thead> <tr> <th>Equipment</th><th>Size/Capacity</th><th>Rate</th></tr> </thead> <tbody> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> <tr> <td>.....</td><td>.....</td><td>.....</td></tr> </tbody> </table>	Equipment	Size/Capacity	Rate									
Equipment	Size/Capacity	Rate											
.....													
.....													
.....													
61	The hourly rates for Defined Cost of design outside the Working Areas are <table border="1"> <thead> <tr> <th>Category of employee</th><th>hourly rate</th></tr> </thead> <tbody> <tr> <td>Professional engineer or Professional engineering technologist</td><td>Not applicable.</td></tr> <tr> <td>Technically qualified staff</td><td>Part of cost.</td></tr> <tr> <td>Draughts person</td><td>.....</td></tr> </tbody> </table>	Category of employee	hourly rate	Professional engineer or Professional engineering technologist	Not applicable.	Technically qualified staff	Part of cost.	Draughts person					
Category of employee	hourly rate												
Professional engineer or Professional engineering technologist	Not applicable.												
Technically qualified staff	Part of cost.												
Draughts person													
62	The percentage for design overheads is %												

The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are

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

Part C1.3 Performance Bond

Note: This proforma to be reproduced exactly as shown below on the letterhead of the Surety

Department of Health
Supply Chain Management
Bophelo House
P.O Box 227
Corner Charlotte Maxeke Street and Harvey Road
9300

Date: _____

Dear Sirs,

Maintenance, Refurbishment, Replacement and Upgrades of Heating, Ventilation, Air-Conditioning and Refrigeration Systems at Various Institutions in the Free State Province Health Department for a period of 36 Months.

Department of Health
Supply Chain Management
Bophelo House
P.O Box 227
Corner Charlotte Maxeke Street and Harvey Road
9300
Contractor Registered Name.....

(the *Employer*) and

Address of the contractor.....

.....
.....
With reference to the Servicing, Repairs, Maintenance and Installation of air-conditioning and ventilation systems, refrigeration and nitrogen freezing tunnel plants at Various Institutions in the Free State Province Health Department for a period of 36 Month

I/We the undersigned
on behalf of the Surety
of physical address

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

and duly authorised thereto do hereby bind ourselves as Surety and co-principal debtors in solidum for the due and faithful performance of all the terms and conditions of the Contract by the *Contractor* and for all losses, damages and expenses that may be suffered or incurred by the *Employer* as a result of non-performance of the Contract by the *Contractor*, subject to the following conditions:

- 1 The terms *Employer*, *Contractor*, *Project Manager*, works and Defects Certificate have the meaning as assigned to them by the *Conditions of Contract* stated in the Contract Data for the aforesaid Contract.
- 2 We renounce all benefits from the legal exceptions "Benefit of Excursion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.
- 3 The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.
- 4 This bond will lapse on the earlier of
 - the date that the Surety receives a notice from the *Project Manager* stating that the last Defects Certificate has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
 - the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.
- 5 Always provided that this bond will not lapse in the event the Surety is notified by the *Project Manager* of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.
- 6 The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense
- 7 Our total liability hereunder shall not exceed the sum of:
(say) _____ Rand (in words)
R _____ (in figures)
- 8 This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

Signed at _____ on this _____ day of _____ 201 _____

Signature(s) _____

Name(s) (printed) _____

Position in Surety company _____

Signature of Witness(s) _____

Name(s) (printed) _____

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Maintenance, Refurbishment, Replacement and Upgrades of Heating, Ventilation, Air-Conditioning and Refrigeration Systems at Various Institutions in the Free State Department
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Part C2.1 Pricing Instructions

- 1 The Bill of Quantities has been drawn up in accordance with the Model Bill of Quantities based on the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (7th Edition (Revised), 2015. Where applicable the:
 - a) Civil Engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works
- 2 The agreement is based on the NEC3 Engineering and Construction Short Contract (Edition of April 2013). The additions, deletions and alterations to the NEC3 Engineering and Construction Short Contract as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bill of Quantities are recited.
- 3 It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on
- 4 The drawings listed in the Scope of Works used for the setting up of this Bill of Quantities are kept by the Employer's Agent and can be viewed at any time during office hours up until the completion of the works.
- 5 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 6 Where any item is not relevant to this specific contract, such item is marked **not applicable**
- 7 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bill of Quantities
- 8 The Bill of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bill of Quantities, is at the Contractor's risk.
- 9 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum and the amount for Preliminaries .
- 10 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 9 but taking into account the revised period for completing the works.
- 11 The amount or the items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bill of Quantities:
 - a) an amount which is not to be varied, namely Fixed
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related;
 - c) an amount which is to be varied in proportion to the construction period as compared to the initial
- 12 Where no provision is made in the Bill of Quantities to indicate which of the three categories in 11 apply
 - a) 10 percent is Fixed;
 - b) 15 percent is Value Related
 - c) 75 percent is Time Related
- 13 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum and the amount for Preliminaries .

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Part C2.2 Bill of Quantities

- 1 The Bill of Quantities is split into two sections, as follows:
 - a) Priced rates for maintenance, refurbishment, replacement and upgrades on Air Conditioning and Ventilation Installations
 - b) Priced rates for maintenance, refurbishment, replacement and upgrades on Refrigeration Installations
- 2 Each of the two bills must be completed. Then a total for each bill must be calculated to get to bill total. The two total must then be filled in the Bid Value Table below. A final bid value inclusive of VAT must then be calculated

BID VALUE TABLE		
Part	Bill of Quantities	Price
C7.2	Priced rates for maintenance, refurbishment, replacement and upgrades on Air Conditioning and Ventilation Installations	
C9.2	Priced rates for maintenance, refurbishment, replacement and upgrades of the Refrigeration and nitrogen tunnel freezing Installations	
	Sub-Total	
	VAT	
	TOTAL BID VALUE	

- 3 The **Total Bid Value** from the table above must be transferred to **C1.1 Form of Offer and Acceptance** as well as on this bid cover page.

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Part C3.1 Scope of Work

3.1.1 The Scope is split into two sections, as follows:

- a) Scope of Work for maintenance, refurbishment, replacement and upgrades on Heating, Air Conditioning and Ventilation Systems
- b) Scope of Work for maintenance, refurbishment, replacement and upgrades on Refrigeration Systems

Part	Scope of Work
C8.1	Scope of Work for maintenance, refurbishment, replacement and upgrades on Heating, Air Conditioning and Ventilation Systems
C10.1	Scope of Work for maintenance, refurbishment, replacement and upgrades on Refrigeration Systems

The Contractor shall ensure that a master installation electrician is required to oversee and certify any electrical work to the works.

3.1.2 Applicable national and international standards

3.1.3 Materials, samples and shop drawings

Samples of materials

The contractor shall furnish samples of materials and specimens of finishes as may be called for by the Department of Health Free State Province: Infrastructure Unit Representative for his approval

Workmanship samples

The Project Manager may instruct the contractor to furnish samples of workmanship for his approval. Where the Project Manager requires an assembly of various elements of the building or installation which is not incorporated in the works, the contractor shall arrange such an assembly at the employer's expense and the contract value shall be adjusted accordingly

Shop drawings

Only shop drawings and samples submitted for approval by the contractor shall be considered by the Project Manager. The Project Manger approval of shop drawings or samples shall be limited to checking for general conformity with design and specification and shall not alter the design responsibilities in terms of the agreement. Where shop drawings are called for:

The contractor shall:

- Prepare, or ensure that a subcontractor, manufacturer, supplier or distributor prepares shop drawings at their own expense
- Submit sufficient copies of shop drawings to the Project Manager for approval
- Allow the Project Manager reasonable time to approve shop drawings
- Keep a record of all shop drawings submitted to the Project Manager
- Ensure that shop drawings conform to the dimensions of built work
- Submit three copies of the approved shop drawings to the Project Manger for his use and for use on the works
- Ensure that work is not executed from shop drawings that have not been approved by the Project Manager

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The Project Manager shall:

- Check the shop drawings submitted by the contractor timeously
- Advise the contractor where shop drawings are approved or are to be resubmitted

3.1.4 Instruction manuals and guarantees

The Contractor shall hand over to the project manager any operating and instruction manuals, data, product guarantees or instructions required by the project manager or provided by the manufacturers, suppliers or subcontractors

Operating and instruction manuals are to be submitted to the following employer's required format and manner:

- One master manual which contains all original certificates
- Two copies of the master manual

The Contractor shall train all relevant staff of the employer in the safe operating procedures of the starting up, maintaining and shutting down of equipment supplied, all to the approval of the project manager. The contractor will also provide any other related additional training about the systems, accessories, operating, maintenance and management of machinery when deemed necessary by the Department. The Department will request quotation for such work and this training will commence only after an the quotation has been approved and access to site has been granted.

3.1.5 Dimensional accuracy

The contractor shall within 4 weeks of the access date check the existing levels, lines, profiles and the like affecting the works and satisfy himself as to the dimensional accuracy of work previously executed. The contractor shall forthwith notify the Project Manager

3.1.6 Site establishment

Water and Electricity

The Employer does not warrant that any water or electricity supply that may exist is adequate for the proper execution of the works. Where such supply is inadequate, the contractor shall provide an adequate supply at his own expense

Service - Water

The Contractor shall make and upon completion remove all the necessary temporary plumbing connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.

Service - Electricity

The Contractor shall make and upon completion remove all the necessary temporary installation to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.

Ablution facilities

The Employer shall permit the Contractor usage of the existing ablution facilities. The Contractor shall maintain such facilities in a thoroughly clean and tidy condition and make good any damage thereto at his own expense.

3.1.7 Other facilities and services

Telecommunication facilities

The Contractor shall provide the following telecommunication facilities and shall be entitled to recover usage costs from the users thereof:

- Telephone

- Facsimile
- E-mail

Security of the works

The Contractor shall take all appropriate measures for general security of the works.

Compliance with manufacturer's instructions

The Contractor shall take delivery of, handle, store, use, apply and fix all products in strict accordance with the manufacturer's instructions.

Protection/isolation of existing/sectionally occupied works

The Contractor shall provide all temporary measures to protect/isolate the existing and/or sections of the occupied works and remove such measures on completion.

3.1.8 Notice boards

The Contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board, size 2,44m wide and 2,89m high, according to the standard drawing available from the employer, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces.

The lettering is to be 50mm and 100mm "sans serif" in ivory white on the blue background and in 100mm "sans serif" in navy blue on the ivory white background. The inscription, in one language only, which must bear the approval of the Project Manager. No other names or notice boards may be erected without the written approval of the Project Manager.

Sketch drawings of all proposed names or notice boards must be submitted to the Project Manager for approval, before being prepared and erected on site. These sketch drawings must not only show the full content of the proposed names or notice boards, but also the position and locality in which the boards will be erected.

3.1.9 Notice before covering work

The contractor shall give adequate notice to the project manager whenever any work or material which is subject to inspection or re-measurement is to be covered or concealed in any way. In default of such a notice being received timeously by the project manager such work shall be exposed and later made good at the contractor's expense.

Preventative Maintenance

The Contractor shall:

- Visit the installation at regular intervals as prescribed by the Project Manager
- Make all necessary adjustments for the correct operation of the plant
- Maintain all lubrication levels
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

Scheduled Services

The Contractor shall:

- Perform all scheduled services in accordance with the operating and maintenance manuals
- Complete all maintenance schedules
- Clean all relevant machinery/equipment and affected plant rooms
- Record all services in a logbook

Break Downs

The Contractor shall:

- Attend to all call outs with due diligence
- Make good any defects due to inferior material and/or workmanship
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

Vandalism

The Contractor shall:

- Attend to all call outs with due diligence
- Prove vandalised breakages
- Submit a price for repairs to the agent
- Effect repairs on receipt of instruction
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

Administration

The Contractor shall:

- Submit all relevant contact details to the maintenance site foreman including the start and end dates of the maintenance period
- Supply a triplicate record type logbook for the installation to be kept in the office of the foreman
- Report to the foreman when visiting the site
- Sign off all logbook records with the foreman or his duly appointed representative
- Not shut down any part of the plant or installation without the approval of the institution management
- Convene three quarterly site meetings for the purpose of performance tracking. This meeting is to be attended by the site foreman, the employer's maintenance inspector and the agent
- Complete a site meeting record in the logbook, which must be signed by the foreman and the agent
- Submit a monthly invoice with copies of the monthly site inspection record, any service records and all relevant schedules

Site Meetings and Procedures

The Project Manager and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Project Manager require their attendance at such meetings.

The indicative duties of the *Project Manager*, *Supervisor* and *Employer* are as indicated in Annexure A

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

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Health and safety

3.1.10 Health and safety requirements

The contractor shall be responsible for compliance with the requirements of the Construction Regulations issued in terms of the Occupational Health and Safety Act, 1993, as a principal contractor and shall manage the health and safety aspects of the works in accordance with the requirements of Generic Specification for Occupational Health and Safety in engineering and construction works contracts contained in Annexure B.

The abovementioned generic standard makes several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

The contractor shall within one week of the starting date and prior to commencing with the works, submit to the Project Manager for approval a suitable and sufficiently documented health and safety plan, based on this specification and the risk assessment that is conducted. No access to the site will be allowed to the contractor without the documented health and safety plan being submitted to and approved by the Project Manager.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

3.1.11 Aids awareness

The Contractor as an obligation of the contract is required to promote HIV/AIDS awareness in accordance with requirements of SANS 1921-6

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Part C3.2 TECHNICAL SPECIFICATION

3.1.1 The Technical Specification is split into two sections, as follows:

- a) Scope of Work for maintenance, refurbishment, replacement and upgrades on Heating, Air Conditioning and Ventilation Systems
- b) Scope of Work for maintenance, refurbishment, replacement and upgrades on Refrigeration Systems

Part	Technical Specification
C8.2	Scope of Work for maintenance, refurbishment, replacement and upgrades on Heating, Air Conditioning and Ventilation Systems
C10.2	Scope of Work for maintenance, refurbishment, replacement and upgrades on Refrigeration Systems

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Part C4.1 Site Information and other conditions of the bid

C4.1 THE SITE

The site's are at various Department of Health institutions within the Free State Province. The institution include hospitals, clinics, forensic mortuaries, medicine depots, laundries, EMS stations, office buildings and other specialised health facilities.

The Department reserves the right to cluster various institutions according to municipal boundaries/ Districts or any other criteria for which adjudication to contractors shall be awarded accordingly. The department reserves the right to contractor site allocation or allocation changes during duration of the contract.

During the evaluation of the bid the Department will determine a flat rate for all the contractors who meet the technical requirements of this bid. The flate rate will then be negotiated with all the affected contractors before the final award and the signing of the contracts

Cluster 1 - Thabo Mofutsanyana Districts

Cluster 2 - Fezile Dabi Districts and Lejweleputswa Districts

Cluster 3 - Mangaung District and Xhariep Districts

C4.2 WORK AREA

The working area will be all HVAC&R plants and equipment in the Health facilities. All areas of the facilities will be affected. These include theatres, wards, laboratories, offices, kitchens, mortuaries, intensive care units, high care units, passages, workshops etc.

The works undertaken will affect operations in the facilities and as such the contractor will be required to provide equipment to isolate areas been worked on so that operations in the facility continue during the project implementation.

C4.3 ACCESS

Access to the sites are through security manned gates. Vehicles and individuals may be searched when accessing or exiting sites. The contractor must arrange temporary access cards for all his/her employees during the project implemetations as access may be denied for unauthorised personnel. The Client reserves the right of admission to the premises.

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DECLARATION OF INTEREST

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- 1 Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
- 2 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
- 2,1 Full Name of bidder or his or her representative:
- 2,2 Identity Number:
- 2,3 Position occupied in the Company (director, shareholder etc):
- 2,4 Company Registration Number:
- 2,5 Tax Reference Number:
- 2,6 VAT Registration Number:

* "State" means -

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature
- (d) national Assembly or national Council of provinces; or
- (e) Parliament.

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2,7 Are you or any person connected with the bidder presently employed by the state? YES / NO

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder / member:

Name of state institution to which the person is connected:

Position occupied in the state institution

Any other particulars

2,8 Did you or your spouse, or any of the company's directors / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars

2,9 Do you, or any person connected to the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved in the evaluation and or adjudication of this bid? YES / NO

2.9.1 If so, furnish particulars

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

2.10.1 If so, furnish particulars

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2,11 Do you or any of the directors /shareholders/ members of the company have any interest in other related companies whether or not they are bidding for this contract? YES / NO

2.11.1 If so, furnish particulars

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

DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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SBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

Maintenance, Refurbishment, Replacement and Upgrades of Heating, Ventilation, Air-Conditioning and Refrigeration Systems at Various Institutions in the Free State

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- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). ² Collusive bidding is the per se prohibition meaning that it cannot be justified under any grounds
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if the bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to the such system
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, this Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals

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

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I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf: _____ that:

- 1 I have read and understand the contents of this Certificate;
- 2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3 I am authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4 Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
- 5 For the purpose of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to the bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation based on their qualifications, abilities; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

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7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

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

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

9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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