

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE HEALTH					
BID NUMBER:	DOH (FS): 03/2021/2022	CLOSING DATE:	04 June 2021	CLOSING TIME:	11H00
DESCRIPTION	FRAMEWORK CONTRACT FOR THE IMPLEMENTATION OF CONSTRUCTION PROJECTS/WORKS AT VARIOUS INSTITUTIONS IN THE FREE STATE DEPARTMENT OF HEALTH (2GB and/ or 1GB PE) PERIOD: DATE OF SIGNING OF CONTRACT FOR THREE (3) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7). BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					

DEPARTMENT OF HEALTH					
GROUND FLOOR, BOPHELO HOUSE, BLOCK C-WEST ,OPPOSITE MAIN DOOR,					
C/O CHARLOTTE MAXEKE STREET AND HARVEY ROAD, BLOEMFONTEIN					
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					
		TCS PIN:		CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) ☐ A REGISTERED AUDITOR NAME:			
[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 BELOW]	
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY		HEALTH		CONTACT PERSON	
CONTACT PERSON		S W Maliehe/M. James		Mr D.Chisakuta	
TELEPHONE NUMBER		051 408 1816		TELEPHONE NUMBER	
FACSIMILE NUMBER		N/A		FACSIMILE NUMBER	
E-MAIL ADDRESS		Maliehesw@fshealth.gov.za		E-MAIL ADDRESS	
				Chisakutcd@fshealth.gov.za	

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.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR 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 TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	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 BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE 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.



Panel Registration (2GB and/or 1GB PE)

FRAMEWORK CONTRACTORS FOR THE IMPLEMENTATION OF CONSTRUCTION PROJECTS / WORKS AT VARIOUS INSTITUTIONS IN THE FREE STATE DEPARTMENT OF HEALTH

PERIOD: THREE YEARS

NO JOINT VENTURE

BID NO: DOH (FS) 03/2021/2022

DOCUMENT SUBMITTED BY:

Name of Company :
Contact Name :
Contact No. :
Address :
.....

GRADE BIDDING FOR:

2GB and/or 1GB PE

Contractors must submit once (1) per their grading category

ISSUED BY:	PREPARED BY:
Department of Health Bid Office (Bid Initiation Section) Bophelo House Bloemfontein 9300 P O Box 227 Bloemfontein 9300 Ms M. Maliehe Tel: (051) 408 1816	Infrastructure Facility Management Bophelo House Bloemfontein 9300 P O Box 227 Bloemfontein 9300 Mr. DC Chisakuta Tel: 051 408 1887

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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DEPARTMENT OF HEALTH, FREE STATE

BID NO.: DOH (FS) 03/2021/2022

FRAMEWORK CONTRACTORS FOR THE IMPLEMENTATION OF CONSTRUCTION PROJECTS / WORKS AT VARIOUS INSTITUTIONS IN THE FREE STATE DEPARTMENT OF HEALTH

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FRAMEWORK CONTRACTORS FOR THE IMPLEMENTATION OF CONSTRUCTION PROJECTS / WORKS AT VARIOUS INSTITUTIONS IN THE FREE STATE DEPARTMENT OF HEALTH

PORTION 2: INTRODUCTION

PART T1.1

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T1-1



TERMS OF REFERENCE

Free State Department of Health seeks to accelerate delivery of health infrastructure and related services in order to improve access and meet its objective of providing quality health to all communities through framework contracts within the Free State Province.

Most of the facilities are either dilapidated, not fit for purpose and need urgent refurbishment or alteration works. There is generally a lack of basic services or there is a need for additional facilities which has resulted in overcrowding that impact negatively on quality of health services to our communities. Due to insufficient funding of infrastructure in the previous financial years, preventative maintenance was neglected resulting in further deterioration of the conditions of the facilities.

The Free State Department of Health has attempted to address the huge backlogs inherited from the past and the implementation of panel of general building wishes to radically improve physical conditions of health facilities in the province and same time creating "large scale employment opportunities" for local communities. It is against this backlog Free State Department of Health seeks to appoint a panel of qualified and CIDB registered Contractors for the implementation of infrastructure projects.

This tender refers specifically to a Panel of contractors under panel of general building contractors for Grades 2 GB and or 1 GB PE in the Various Health Facilities in the Free State Province for a period of three years.

SECTION 1: SUMMARY OF BRIEF

Panel registration is requested from **CIDB registered 2 GB and or 1 GB PE contractors** who have experience and qualify to undertake activities that will result in the implementation of the Department of Health's panel of building contractors in the various Health facilities in the Free State Province.

No Joint Venture or Consortium submissions will be accepted.

SECTION 2: PROJECT DESCRIPTION

2.1 Background

The Free State Department of Health seeks to accelerate delivery of Health infrastructure and related services in order to improve access and meet its objective of providing quality Health in the province. Most facilities need urgent refurbishment, lack basic services or there is a need of additional facilities which has resulted in overcrowding that impact negatively on quality health.

It is against this background that the Free State Department of Health is seeking to register service providers, in the form of construction companies for the implementation of infrastructure projects for a period of three years.

SECTION 3: PROJECT PURPOSE / OBJECTIVES

The Department of Health intends to establish a database of service providers capable of implementing new works, renovations and refurbishment works and other related infrastructure projects in the Free State Province and specifically with reference to this bid document.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1-2

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SECTION 4: DETAILED FRAMEWORK AGREEMENT PROCESSES, METHODS AND PROCEDURES

4.1 Scope of work

The Department has various infrastructure projects that need to be implemented. This bid document will cover projects that typical include:

- Construction of new health facilities, upgrade, additions to existing facilities
- Renovations & refurbishment of building engineering infrastructure
- New building works and Alteration Works

4.2 Second stage Evaluation (During the framework implementation phase)

Once the database is established with the bidders who met technical requirements of the bid. The appointed service provider will be evaluated on the following criteria during the implementation phase of the database.

1. Panel of general buildings contractors will still be requested to price a detailed Bills Of Quantities in competitive bidding process in line with the Preferential Procurement Policy Framework Act (PPPFA).
2. Supply chain management compliances issues
3. Completion of BOQ
4. Market related price
5. Sub-contracting where applicable
6. Compliance with Health Safety Act.
7. Contract management: - The Department Quantity Surveying Unit (QS) shall ensure that the appointment panel contractors appointed within the QS estimated ranges (e.g.) $-5\% \leq x \leq 15\%$ with a careful analysis of rates submitted to ensure value for money and market relatedness.

4.3 Remuneration framework

The appointed service providers will be remunerated monthly subject to the measurements of a priced Bills of Quantities, verified by the employer's delegated Quantity Surveyor.

4.4 Framework contract – average rates

The employer reserves the right to negotiate average rates with selection of contractors, should more than one (1) contractor be required for one (1) task order.

Any contractor failing to accept the negotiated average rate may be disqualified from participating in such a task order. The employer's decision in this regard will be final.

4.5 Service level agreement (During the implementation of the database)

Prior to the commencement of any task order, the service provider shall enter into a JBCC 2000 Principal Building Agreement, Edition 4.1 Code 2101 of March 2005 service level agreement with the employer. Such document must be made available to the employer at no additional cost.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T1.2-2



SECTION 5: EVALUATION CRITERIA FOR THE ESTABLISHMENT OF THE DATABASE

- 5.1 Only the offers received from the bidders with B-BBEE level one (1) will be considered. Any offer which do not comply with this requirement will be disqualified.
- 5.2 All the bidders that comply with the pre-qualification criteria will be evaluated on the SCM related compliance matter. Bidder who does not meet the SCM statutory compliance matters will be disqualified in line with the applicable guidelines.
- 5.3 Uncertified certificate of good standing from the Compensation of Injury and Disease Act (COIDA)
- 5.4 Certified copies of the Directors / Member's identity documents and uncertified CK documents
- 5.5 Employment of targeted group (letter of commitment of official company letter to be submitted)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1-2


SECTION 6: PANEL REGISTRATION FUNCTIONALITY CRITERIA

6.1 Functionality Criteria (2 GB and or 1 GB PE)

The bidders will be assessed on functionality as set out below. Failure to comply with the below mentioned requirements will lead to points being forfeited. Bidders scoring less than the minimum score of 70 points out of 100 points for the functionality will automatically be disqualified.

Method 4 for evaluation shall be applicable.

CRITERIA	MAX POINTS	SUPPORTING DOCUMENTS TO BE SUBMITTED MUST BE RELEVANT TO THIS BID
Please Note: <i>An appointment letter will only be considered if a corresponding reference letter is attached. Reference letter will only be considered if the corresponding appointment letter is attached. The appointment and reference letters should meet all requirements stated below.</i>		
1. EXPERIENCE	30	Attach two appointment letters with completion certificate for work done for the similar type of project that was done in the last 4 years. The combined value of work must be a minimum of R 1 000 000 The Appointment letter must include the following in order to receive points: ▪ Date of appointment ▪ The value of work ▪ Contactable reference ▪ Letter head of the employer
2. QUALITY	20	Attach two contactable reference letters details for the same projects as per appointment letter indicated above. The Reference letter must include the following: ▪ The value of work ▪ Quality of work and performance of contractor ▪ Contactable reference
3.RESOURCES/ CAPACITY	20	Attach CV's and copies of qualifications of key staff for points to be allocated. Failure to attach will result in no points being allocates. Only certified copies not older than 3 months will count for points. <u>Project / Contracts Manager (NQF Level 5)</u> Qualified with > 5 years' experience – 5 points Qualified with < 5 years' experience – 2.5 points <u>Site Agent (NQF Level 3)</u> Qualified with > 5 years' experience – 5 points Qualified with < 5 years' experience – 2.5 points <u>Senior Foreman (NQF Level 3)</u>



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

T1-2



Annexure A

Experience

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1-2

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Annexure B

Quality of Work

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Annexure C

Resources

Contractor

Witness 1

Witness 2

T1-2

Employer

Witness 1

Witness 2

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Annexure D

Locality

Contractor

Witness 1

Witness 2

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13

Employer

Witness 1

Witness 2

Annexure E

Management quality systems

Contractor

Witness 1

Witness 2

T1-2

Employer

Witness 1

Witness 2

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LEGAL NAME

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE.....NUMBER.....

VAT REGISTRATION NUMBER

* **CIDB REGISTRATION NUMBER**

* Confirmation letter of active grading (CRS number) as required **must** be attached on closing date. **Failure to submit will invalidate your bid.**

UNEMPLOYMENT INSURANCE FUND CONTRIBUTION NUMBER:

* COMPENSATION COMMISSION NUMBER:

HAS A TAX CLEARANCE CERTIFICATE-TENDER BEEN SUBMITTED (SBD 2)?
YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA).....☐ A

VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);☐ A OR
REGISTERED AUDITOR☐
[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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 OFFERED BY YOU? YES or NO

(IF YES ENCLOSE PROOF)

.....
SIGNATURE OF BIDDER

.....
CAPACITY UNDER WHICH THIS BID IS SIGNED

.....
DATE

.....


Contractor

.....


Witness 1

.....


Witness 2

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Employer

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Witness 1

.....


Witness 2

TABLE C: TENDER VALUE RANGE (TABLE 8 OF THE REGULATIONS)

A registered contractor's grading designation (indicated in the first column, below), means that the contractor is considered capable of undertaking a contract in the range of tender values indicated in the third and fourth columns- in the contractor's registered class of construction works.

CONTRACTOR GRADING DESIGNATION	TENDER VALUE RANGE DESIGNATION	RANGE OF TENDER VALUES		TICK RELEVANT GRADING DESIGNATION
		GREATER THAN	LESS THAN OR EQUAL TO	
2 (Class of construction works)	2	R 500, 000	R 1 000, 000	✓

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T1.2-3

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DEPARTMENT OF HEALTH, FREE STATE

BID NO.: DOH (FS) 03/2021/2022

FRAMEWORK CONTRACT FOR THE IMPLEMENTATION OF CONSTRUCTION CONTRACTS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT FOR A PERIOD OF 36 MONTHS

PART T1.2

General Conditions for Panel Registration

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.3-1

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GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

General Conditions of Contract

Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7. "Day" means calendar day.
 - 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

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

Application

- 4.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
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bidding documents.

4.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

4.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

Standards

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

Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Patent rights

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

Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque

- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.

- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

Insurance

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

Contractor

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Witness 2

Transportation

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

Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

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

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

Spare parts

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

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

Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's

Contractor

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specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

Prices

17.1 Prices charged by the supplier for goods delivered and services authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

Contract amendments

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

Assignment

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



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

Subcontracts

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

Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

Penalties

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

Anti-dumping and countervailing duties and rights

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

Force Majeure

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Termination for insolvency

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

Settlement of Disputes

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

Limitation of liability

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

Contractor

Witness 1

Witness 2

Employer

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Witness 2

apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English

Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

Contractor

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Witness 2

Employer

Witness 1

Witness 2

DEPARTMENT OF HEALTH, FREE STATE

BID NO: DOH (FS) 03/2021/2022

FRAMEWORK CONTRACT FOR THE IMPLEMENTATION OF CONSTRUCTION CONTRACTS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT FOR A PERIOD OF 36 MONTHS

PORTION 2: CONTRACT

PART T1.4

STANDARD PANEL REGISTRATION RETURNABLE SBD FORMS

					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T1.4-1

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STANDARD PANEL REGISTRATION CONDITIONS FOR SBD FORMS CONSTRUCTION DEPARTMENT OF HEALTH

1. QUALIFICATION OF PANEL REGISTRATION DOCUMENT

A OFFICIAL RECEIPT AS PROOF OF PAYING FOR PANEL REGISTRATION DOCUMENT/PROOF OF NON REFUNDABLE BID DEPOSIT

- A non-refundable deposit is payable for each panel registration document issued. Proof of an official receipt must be submitted with the panel registration document. If proof of the official receipt is not submitted your offer will be disqualified

B. STANDARD PANEL REGISTRATION DOCUMENTATION FORMS (SBD) TO BE COMPLETED AND ATTACHED:

1. SBD 1:

The **SBD 1** panel registration invitation form must be completed and signed originally in pen ink. **Failure to complete and sign the (SBD 1) originally in pen ink will invalidate your document.**

2. SBD 2: TAX CLEARANCE CERTIFICATE- TENDER

2.1 Your tax matter must submit be in order on the closing date and time of the bid.

2.2 The **Trading name or Legal name** reflected on the Tax Clearance-Tender must correspond with the name indicated on the **SBD 1** and the other bid documentation.

3. CIDB

3.1 Confirmation letters of active and relevant grading (CRS number) as required for the specific bid and as indicated on the SBD 1 must be attached.

A contractor may not undertake, carry out or complete any construction works or portion thereof for public sector contracts, awarded in terms of competitive tender or quotation, unless he or she is registered with the Board and holds a valid registration certificate issued by the Board. (Construction Industry Development Board Bill (par 18.1) Failure to submit will invalidate your bid.

3.2 Joint venture / consortium not applicable.

SBD 4:

The declaration of interest form (**SBD 4**) must be originally completed in pen ink at all times (if applicable or not) and signed by the bidder. Failure to answer each question will invalidate your bid. The service providers must declare any relationship with any person employed by the Department as contemplated in the National Treasury Practice Note no 7 of 2009/2010 (SCM – Declaration of Interest). Failure by the service provider to declare relationships and connections as stipulated in paragraphs 2.7 to 2.11 in the SBD 4 form will results in an immediate termination of the bid.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2	

4. **SBD 8:**

The Declaration of Service Provider's past Supply Chain Management Practices (SBD 8) form must be completed and signed originally in pen ink. Failure to answer each question and sign the SBD 8 originally in pen ink will invalidate your bid.

5. **SBD 9:**

The Certificate of Independent Bid Determination (SBD 9) must be completed and signed originally in pen ink. Failure to complete and sign the (SBD 9) originally in pen ink will invalidate your bid.

C **CORRECTION TO SBD FORMS**

6. **CORRECTION FLUID AND CORRECTIONS TO SBD FORMS**

- 6.1 Correction fluid (Tippex for example) must not be used in bid documents in order to correct mistakes. **Use of correction fluid (tippex) in the bid document where:**
- 6.2 NO POINTS will be allocated if correction fluid (Tippex) is used on the preference points claimed forms.
- 6.3 On the declaration of interest form (SBD 4) and declaration of bidder's past SCM practices (SBD 8) and on the Certificate of Independent Bid Determination (SBD 9) are not acceptable and will invalidate your bid.
- 6.4 Where a service provider wishes to correct a mistake, a single line must be drawn through it and the bidder must place his/her signature and date next to the correction, so that the original entry is still visible and legible. **Failure to rectify the mistake/s in this manner will invalidate the bid or the relevant item, or the relevant clause.**

7. **ORIGINAL PANEL REGISTRATION FORMS**

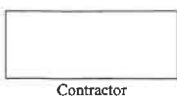
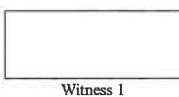
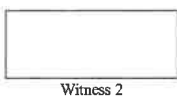
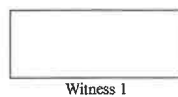
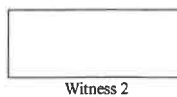
- 7.1 The bid forms should not be retyped or redrafted.
- 7.2 Only the bid documents issued by the Department of Health Free State must be used.
- 7.3 Panel registration documents must be completed in originally pen ink.
- 7.4 Service providers shall check the numbers of the pages and satisfy themselves that none are missing, duplicated or misprinted. **No liability shall be accepted in regard to claims arising from the fact that pages are missing, duplicated or misprinted.**

8. **SUBMITTING OF BID DOCUMENTS**

- 8.1 No bid transmitted by telegram, telex, facsimile or similar apparatus shall be considered.
- 8.2 The Bid document must be submitted in a sealed envelope to Department of Health, Bophelo House, Next to Bloemfontein Train Station before closing date and time.

The bid number and closing date must be clearly indicated on the sealed envelope.
Any enquiries regarding the bidding /quotation procedure may be directed to
DC Chisakuta Tel: 051- 408 1887

E-mail address:Chisakutcd@fshealth.gov.za

					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- 8.3 Companies must ensure that their panel registration documentation is thoroughly bound. The Department cannot be held responsible for missing pages if your document is not bound.

9. NON-COMPULSORY BRIEFING SESSION MEETING

- 9.1 Non- compulsory briefing session meeting will be held.

9.2 DETAILS:

DATE: 18 May 2021
TIME: 09:00
VENUE: Free State Psychiatric Complex
Recreation Hall
4 President Brand Street
Oranjesig
Bloemfontein, 9301

- 9.3 Late attending and Early leaving
9.4 Meeting will start promptly as scheduled.

10. PAYMENT TO SUPPLIERS

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

11. LEGISLATION / LAWS

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

12. VALIDITY PERIOD OF BID

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

13. QUALIFICATIONS OF BIDDERS

- 13.1 The department will ignore any bid from a bidder whose name appears on the national list of restricted bidders/suppliers/persons.
- 13.2 The department will terminate the contract in whole or in part if the supplier and/or representatives of the department, in the judgment of the department, committed or have engaged in corrupt or fraudulent practices during the bidding process or the execution of that contract that benefited that supplier or representatives.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

14. SUCCESSFUL BIDDERS

- The successful service provider/s will be obliged to sign a contract with the Department.
- The bidder will be invited to submit quotations by the Department as and when need arises for the projects within the value which falls within this specific grading. The evaluation process for each projects will be done as outlined in (4.2 competitive bidding process).

15. DECLARATIONS

A service provider must declare that:

- Information provided is true and correct.
- The signatory to the bid document is duly authorized.
- Documentary proof regarding any bid issue will, when required, be submitted to the satisfaction of the State.

16. THE SERVICE PROVIDER MUST COMPLETE THE FOLLOWING:

This is to certify that the above conditions have been read and the bidder undertakes to comply herewith for the full duration of the contract/bid. It is further accepted that any deviation from the bid conditions, requirements and specifications may result in the termination of contract prior to expiry.

.....
SIGNATURE

.....
CAPACITY

Contact person of company:

Tel of company: ().....

Fax of company: ().....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 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 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):
 - 2.4 Company Registration Number:
 - 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.

¹"State" means –

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

²"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.

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 attached 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:

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 whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / 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 IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

May 2011

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:		

SBD 8

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.

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

AS

AUTHORITY OF SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category and attach any supporting documentation to the relevant schedule.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation
		N/A		

A. Certificate for Company

....., chairperson of the board of directors of
 , hereby confirm that by resolution of the
 board **(copy attached)** taken on 20..., Mr/Ms
 acting in the capacity of , was authorized to sign all documents in
 connection with this tender and any contract resulting from it on behalf of the company.

As witnesses:

1. Signature : Sole owner :
2. Date :

Tenderers must attach a copy of the Resolution of the Board - refer to Schedule 2.....

B. Certificate for Partnership

We, the undersigned, being the key-partners in the business trading as
 hereby authorize Mr/ Ms ,
 acting in the capacity of to sign all documents in connection
 with this tender and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key-partners upon who rests the direction of the affairs of the Partnership as a whole.

					
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C. Certificate for Sole Proprietor

I, hereby confirm that I am the sole owner of the business trading as
.....

As witnesses:

Signature : Sole owner

1. _____ : _____
Date
2. _____ : _____

D. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as
..... hereby authorize Mr/ Ms
acting in the capacity of, to sign all documents in connection with this tender
and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key-members upon who rests the
direction of the affairs of the cc as a whole.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

EMPLOYMENT OF TARGET GROUP

The tenderer must submit undertaking of employing the identified target group. A letter of commitment must be submitted on an official company document and signed by the company Director.

The identified targeted groups fall under the following categories – ***Youth, Women, People with disability and military veterans.***

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



DEPARTMENT OF HEALTH, FREE STATE

BID NO.: DOH (FS) 03/2021/2022

**FRAMEWORK CONTRACT FOR THE IMPLEMENTATION OF
CONSTRUCTION CONTRACTS AT VARIOUS INSTITUTIONS IN
THE FREE STATE PROVINCE HEALTH DEPARTMENT FOR A
PERIOD OF 36 MONTHS**

PORTION 2: CHECKLIST

PART T2.2

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

CHECKLIST

This Checklist is included for the benefit of the Tenderer only and shall not imply that the information was indeed attached. The Checklist serves as a guide only and information reflected may not be the complete set of information as required in this tender document. The Department shall conduct its own check to ensure completeness of the document:

DESCRIPTION	SECTION	PLEASE TICK	OUTCOME IF NOT COMPLIED WITH
Prequalification Criteria	Section T1.1	☐	Non-responsive, panel registration document disqualified
Standard Bid conditions for SBD forms	Section T2.1	☐	Non-responsive, panel registration document disqualified
SBD 2 Original Valid Tax Clearance Certificate - Tender	Section T2.1	☐	No contract shall be awarded upon failure to submit an original Tax Clearance Certificate - Tender
SBD 4 Declaration of interest	Section T2.1	☐	Non-responsive, panel registration document disqualified
SBD 8 - Declaration of bidders past supply management practices	Section T2.1	☐	Non-responsive, panel registration document disqualified
SBD 9 - Certificate of independent bid determination	Section T2.1	☐	Non-responsive, panel registration document disqualified
Authority of Signatory	Section T2.1	☐	Non-responsive, panel registration document disqualified
B-BBEE Certificate	Section T2.1	☐	Service provider not registering for equity ownership points
CIDB Registration Certificate	Section T2.1	☐	No contract shall be awarded upon failure to provide the required legal document/s
Employment of Target Group	Section T2.1	☐	Non-responsive, panel registration document disqualified

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Reasons for non-compliance:

Contact Details

Office Phone No.

Office Fax No.

Cell phone No.

Name in CAPITAL (BLOCK) LETTERS

Signature

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2