



PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF HEALTH

BID NUMBER:	HEDP008/20/21	CLOSING DATE:	22 JANUARY 2021	CLOSING TIME:	11:00
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DESCRIPTION	ESTABLISHMENT OF A PANEL OF CONTRACTORS FOR INFRASTRUCTURE MAINTENANCE AND REFURBISHMENT SERVICES IN THE LIMPOPO DEPARTMENT OF HEALTH FOR A PERIOD OF THIRTY-SIX (36) MONTHS (THREE YEARS)
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

DEPARTMENT OF HEALTH, 18 COLLEGE STREET, POLOKWANE, LIMPOPO PROVINCE

THE BID BOX IS GENERALLY OPEN 24 HOURS, 7 DAYS A WEEK.

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
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CONTACT PERSON	Ms. Motene NM / Ms. Simango T.O	CONTACT PERSON	Mr. Ramulai J / Mr Serfontein N
TELEPHONE NUMBER	(015) 293 6350 / 015 293 6352	TELEPHONE NUMBER	(015) 293 6422 / (015) 293 6632
FACSIMILE NUMBER	(015) 293 6211	FACSIMILE NUMBER	(015) 293 6211
E-MAIL ADDRESS	Tintswalo.simango@dhsd.limpopo.gov.za ntlama.maphahlele@dhsd.limpopo.gov.za	E-MAIL ADDRESS	None

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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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 BELOW.	

**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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	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 SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / 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.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

**PRICING SCHEDULE – FIRM PRICES
(SERVICES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Delivery period after receipt of an official order:
- *Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

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.

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

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:

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

2.7.1 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**

2.7.1.1 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.

2.7.1.2 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 Income 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 SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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 to exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or

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	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
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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	<input type="checkbox"/>	NO	<input type="checkbox"/>
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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 last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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
.....
.....

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	<p>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?</p> <hr/> <p>(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).</p> <p>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p>ster 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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

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

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.
- 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

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.

SWORN AFFIDAFIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I the undersigned,

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

- The entity is an empowering supplier in terms of **the dti** Codes of Good Practice
- 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.
- 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 AFFIDAFIT – B-BBEE QUALIFYING SMALL ENTERPRISE

I the undersigned

Full name & Surname	
Identity Number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

3. I hereby declare under oath that:

- The enterprise is _____% black owned;
- The enterprise is _____% black woman owned;
- Based on the management accounts and other information available on the _____ financial year, the income did not exceed R50,000,000.00 (fifty million rands);
- The entity is an Empowering Supplier in terms of clause 3.3 (a) or (b) or (c) or (d) or as amended 3.3. € (select one) _____ of the dti Codes of Good Practice.
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box**

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
(a) At least 25% of cost of sales, (excluding labour costs and depreciation) must be procurement from local producers or suppliers in South Africa; for the services industry include labour costs but capped at 15%	(b) Job creation-50% of jobs created are for black people, provided that the number of black employees in the immediate prior verified B-BBEE measurement is maintained	
(b) At least 25% transformation of raw material / beneficiation which include local manufacturing, production and / or assembly, and/ or packaging	(d) At least 12 days per annum of productivity deployed in assisting QSE and EME beneficiaries to increase their operation or financial capacity	
(e) At least 85% of labour costs should be paid to South African employees by service industry entities.		

- 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.
- 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.
- 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

**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.

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General Conditions of Contract

1. Definitions	<p>The following terms shall be interpreted as indicated:</p> <ol style="list-style-type: none"> 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids. 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution. 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidised 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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components. 1.7 “Day” means calendar day. 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order. 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand. 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. 1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA. 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes. 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition. 1.14 “GCC” means the General Conditions of Contract. 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
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	<p>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.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>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.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
2. Application	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>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.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection.	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
6. Patent rights	<p>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.</p>
7. Performance Security	<p>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.</p> <p>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.</p> <p>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:</p>

	<p>(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</p> <p>(b) a cashier's or certified cheque</p> <p>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.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed 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.</p> <p>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.</p>
9. Packing	<p>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.</p> <p>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.</p>
10. Delivery and documents	<p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>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.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
13. Incidental	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p>

Services	<p>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>(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</p> <p>(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.</p> <p>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.</p>
14.Spare parts	<p>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:</p> <p>(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</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
15.Warranty	<p>15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and that, they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>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.</p>
16.Payment	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
17.Prices	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorised in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
18.Contract Amendments	<p>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.</p>

19. Assignment	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	<p>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.</p> <p>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.</p>
	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.
	<p>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.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling 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.</p>
22. Penalties	22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23. Termination for default	<p>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:</p> <ul style="list-style-type: none"> (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. <p>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.</p> <p>23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4 If a purchaser intends to impose a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than 14 days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated 24 days the purchaser may regard the intended penalty as not objected against and impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, should be applicable to any other enterprise or</p>

	<p>may partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first mentioned person, and with which enterprise or person the first mentioned person, is or was in the opinion of the AO/AA actively associated.</p> <p>23.6 If a restriction is imposed, the purchaser must, within 5 days of such imposition is imposed, the purchaser must within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ol style="list-style-type: none"> i. The name and address of the supplier and / or person restricted by the purchaser; ii. The date of commencement of the restriction; iii. The period of restriction; and iv. The reasons for the restriction. <p>These details will be loaded in the National treasury's central database of suppliers or person prohibited from doing business with the public sector.</p> <p>23.7 If a court of law convicts a person on an offence as contemplated in section 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the register for Bid Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than 5 years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury's web-site.</p>
24. Anti-dumping and countervailing duties and rights	<p>24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
25. Force Majeure	<p>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.</p> <p>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.</p>
26. Termination for insolvency	<p>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.</p>
27. Settlement of Disputes	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p>

	<p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
28.Limitation of Liability	<p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>(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</p>
29.Governing Language	<p>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.</p>
30.Applicable Law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
31.Notices	<p>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.</p> <p>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.</p>
32.Taxes and Duties	<p>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.</p> <p>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.</p> <p>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.</p>
33.National Industrial Participation Programme (NIP)	<p>33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
34.Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF HEALTH

TERMS OF REFERENCE

FOR

HEDP008/20/21: ESTABLISHMENT OF A PANEL OF CONTRACTORS FOR INFRASTRUCTURE MAINTENANCE AND REFURBISHMENT SERVICES IN THE LIMPOPO DEPARTMENT OF HEALTH FOR A PERIOD OF THIRTY-SIX (36) MONTHS (THREE YEARS)

CONTRACT HEDP008//20/21

**ESTABLISHMENT OF A PANEL OF CONTRACTORS FOR INFRASTRUCTURE MAINTENANCE
AND REFURBISHMENT SERVICES IN THE LIMPOPO DEPARTMENT OF HEALTH FOR A
PERIOD OF THIRTY-SIX (36) MONTHS(THREE YEARS)**

VOLUME A.1

TENDER AND CONTRACT DATA

- The Bidding documents for this Bid Number HEDP008/20/21 are contained in several volumes, i.e. Volumes A.1; A.2 and B through to O.
- The Bidder is required to study all volumes included in the Bidding document, complete and attach requested information, and submit all in one envelope by the Bid Closing Date.
- In cases where specifications and rates are not available or cannot be determined, the department shall request all appointed panellists (in terms of their grading status) to submit rates tables / quotations during the contract period. This shall only be applicable to appointed panellists.
- Omitting of the volumes from the submitted bid shall result in the Bid being considered nonresponsive.

This Volume A.1

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DEFINITIONS

- means Mandatory requirements for this Bid
Acceptable Bid - means any bid, which, in all respects, complies with the specifications and conditions of the Request for Bid as set out in this document.
AEC - means Automatic Exposure Control
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 services or goods.
Bidder - means any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of enterprise or person, legal or natural, which has been invited by the Department of Health to submit a bid in response to this bid invitation.
Bidder Agent - means any person mandated by a prime Bidder or consortium/joint venture to do business for and on behalf of, or to represent in a business transaction, the prime Bidder and thereby acquire rights for the prime Bidder or consortium/joint venture against Department of Health or an organ of state and incur obligations binding the prime Bidder or consortium/joint venture in favour of the Department.
Categories of Maintenance Equipment & Infrastructure – means the grouping of Departmental equipment and infrastructure into purpose-specific functions and their characteristics. The groups are defined elsewhere in this bidding document.
CIDB - Construction Industry Development Board established in terms of CIDB Act 38 of 2000
Client – means the Limpopo Department of Health
Constitution – means the Constitution of South Africa 1996
Client’s Representative - means the person(s) assigned by the Department to manage the contract or portions thereof.
Comparative Price - means total value for each tender based on assumed quantities against the rates tendered and calculated by the Department for financial comparison during tender evaluation. It shall not be regarded as the contract value.
Consortium - means several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this tender.
Contractor – means the same as “Successful Bidder”
Department – means the Limpopo Department of Health

Disability - means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

Employer – is the same as Client and is also used interchangeably with “the Department”.

Firm Price - means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.

Goods – means any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to Department of Health’s delegate by the successful Bidder in terms of this bid.

Health Facility – means the Department’s Primary Health Care facilities; Community Health Centres; Forensic Pathology Services facilities; Emergency Medical Services; Malaria Centres and Camps, Nursing Colleges, Nursing Schools, Hospitals and Office Buildings. “Facility” shall have a corresponding meaning.

Installation – means an immovable mechanical and/or electrical asset (generators; kitchen cooking pots; large volume tumble dryers; pumps; tanks etc.), part of a building (piping; ceilings; rainwater goods; flooring etc) or part of a civil engineering structure (pipes; manholes; fences; paving; water treatment plant; septic tank etc.) at a Health Facility.

Internal Collaboration - means collaborative arrangements within a group of companies or within various strategic business units /subsidiaries /operating divisions in order to gain a strategic position whilst sharing resources, profits and losses as well as risks.

Joint Ownership - (also known as equity JVs) means the establishment by two parent companies of a child company for a specific task within which both parent companies invest in order to overcome the limited capabilities vested within them in order that they can both benefit from the combined investment.

Joint Venture - (Project) means two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses.

Labour- intensive – means a method of construction and maintenance involving a mix of labour and machines without compromising quality.

Licenses - means conditional use of another party’s intellectual property rights.

Maintenance - means all work performed on an existing immovable asset to keep the facility in its original operational condition and to ensure its optimal service delivery through its expected life span. Maintenance in the context of this bid document is defined as all work on existing facilities that is undertaken to achieve the following objectives and includes the replacement of equipment to return it to its intended operational function:

- ✓ To prevent deterioration and failure
- ✓ To restore to correct operation within specified parameters
- ✓ To restore and retain physical condition to a specified standard
- ✓ To recover from structural and services failure

<ul style="list-style-type: none"> ✓ Partial equivalent replacement of components of the asset ✓ To maintain the continuous supply of building services (energy, water, etc.) from the point of connection to point of use excluding Information Communication Technology ✓ To ensure compliance with the all acts, regulations and SABS standards pertinent to the operation and maintenance of the stated equipment and infrastructure of the Department
<p>Management - in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.</p>
<p>Non-firm Price(s) - means all price(s) other than “firm” price(s)</p>
<p>Organ of State - means an institution as defined in the SA Constitution 1996</p>
<p>Person(s) - refers to a natural and/or juristic person(s).</p>
<p>Person-days of employment created - means a number of people who worked on a project multiplied by the number of days each person worked.</p>
<p>Prime Bidder – means any person (natural or juristic) who forwards an acceptable proposal in response to this Request for Bid (RFB) with the intention of being the main contractor should the proposal be awarded to him/her.</p>
<p>PSP - means a Professional Service Provider registered with a legislated registration body. This term shall be used within the context of defining a registered professional included, but not limited to the following categories:</p> <ul style="list-style-type: none"> ✓ Engineering Consultant (disciplines as defined by the ECSA) ✓ Quantity Surveying Practitioner or Cost Consultant (SACQSP) ✓ Architecture (SACAP) ✓ Geohydrologists (Pr Scientia) ✓ Environmental Sciences (SACNASP or CBEAPSA) ✓ AIA – Approved Inspection Authorities (per OHS Act 85 of 1993) ✓ Occupational Health & Safety Management Consultant (per OHS Act 85 of 1993) ✓ ICT Information & Communication Technology specialists (per Independent Communications Authority of SA per the ICASA Act 13 of 2000)
<p>Purchase Order – means an official document issued to the contractor by the Department for a specified scope of work at a fixed value.</p>
<p>Rand Value - means the value of a rate in South African Rand, which is calculated at the time of proposal invitations and includes all applicable taxes and excise duties.</p>
<p>SABS – means the South African Bureau of Standards</p>
<p>SANAS – means the public entity the South African National Accreditation System that was formed in terms of the Accreditation for Conformity Assessment, Calibration and Good Laboratory Practice Act No. 19 of 2006. in accordance which formal recognition is given for laboratories, certification bodies, inspection bodies, proficiency testing scheme providers and good laboratory practice test facilities</p>

SANS – means a South African National Standard issued by the SABS.
SMME – Small, Medium and Micro Enterprises: bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act No. 102 of 1996).
Sub-contracting – is another person appointed by the successful bidder to support it in executing part of a project in terms of a contract.
Successful Bidder - means the organization or person to whom the tender was awarded and has accepted the appointment to execute the work as detailed in the bid. This term shall be used interchangeably with the term Contractor.
Supervisor - means a representative appointed by the Department to inspect and/or supervise the scope, implementation and approval of the works issued by the Department to the successful bidder.
Trust - means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
Trustee - means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
Works – means the Installation and the Maintenance that the Contractor is doing at it in response to an instruction (Purchase Order or Works Instruction) issued by the Department.
Works Instruction – means a written instruction issued to the contractor by the Department against a Purchase Order to perform specified tasks.

Issued Separately

VOLUME A.2 GENERAL INFORMATION ON SCOPE, SPECIFICATIONS, RATES TABLES & SITE DATA
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Issued Separately

OTHER VOLUMES THAT FORM PART OF THIS BID

Equipment & Infrastructure Category	Volume Number for Specification and Rates Tables	Included in Bidding Document: Specification & Rates Table, or Scope Description
1. Electrical	B	Specification & Rates Table
2. Standby Generators	C	
3. Steam	D	
4. Autoclaves	E	
5. Water Services	F	
6. HVAC (Heating, Ventilation and Air Conditioning)	G	Scope Description included here-in. Specifications and Rates Tables to be issued during the Bidding process.
7. Building & Civil Works	H	
8. Fire Protection	I	
9. Kitchen Equipment	J	
10. Borehole Development	M	
11. Geohydrologist	N	
12. Fencing	O	



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF HEALTH

CONTRACT HEDP008/20/21

ESTABLISHMENT OF A PANEL OF CONTRACTORS FOR INFRASTRUCTURE MAINTENANCE AND REFURBISHMENT SERVICES IN THE LIMPOPO DEPARTMENT OF HEALTH FOR A PERIOD OF THIRTY-SIX (36) MONTHS (THREE YEARS)

VOLUME A.1

BID AND CONTRACT DATA

1. PURPOSE OF THIS DOCUMENT

The purpose of this document is to explain the bid conditions, the contract conditions and bid evaluation process for this bid. It includes an overview of the detailed specifications and rates tables for each equipment and infrastructure category.

2. EXTENT OF BIDDING & CONTRACT DOCUMENTS

This document and all other volumes listed or referred to herein, comprise the bidding document for this contract. All these documents must be completed, requisite information attached and submitted by the tender closing date.

3. INTRODUCTION

The Limpopo Department of Health (the Department) is inviting contractors to be appointed to a panel of contractors for a period of thirty-six (36) months and a further 24 months extension to do – on an as and when required basis – maintenance and refurbishment work on infrastructure, equipment and buildings at all the Department's health facilities. These are: Primary Health Care facilities (PHCs - made up of Clinics and Community Health Centers CHCs); Forensic Pathology Services facilities (FPS); Emergency Medical Services (EMS); Malaria facilities and camps, Nursing Colleges and schools, Hospitals, Residential and Office buildings; as well as water resource development and maintenance thereof.

4. BACKGROUND

The department is hosted in various health facilities i.e. clinics, hospitals, district offices etc. within the borders of Limpopo Province, various facilities requires maintenances and refurbishments on an ongoing basis. These maintenances are necessary to enable the facility to continue with providing health care services without disruptions.

Based on the initial technical assessment conducted within these facilities, various defects and other areas of improvement were identified. The extent of works differs with different sites. Therefore, the appointed maintenance contractor shall render repair and maintenance services on infrastructure at various facilities of the Department.

Bidders must be registered with Construction Industry Development Board (CIDB). The contractor grading is guided by the nature and scope of work that is required for each of the categories of equipment and infrastructure of the Department.

Below is a table of all facilities within the Limpopo Department of Health where the services of the panel of contractors shall be required on an ongoing basis.

The department shall allocate new facilities as and when they become available e.g. new clinics, hospitals etc.

TABLE 1 NUMBER OF FACILITIES PER DISTRICT

Districts	Clinics	CHCs	FPSs	EMSs	Hospitals	Nursing Colleges & Schools	Malaria Centres	Total Number
Waterberg	51	2	4	8	9	1	2	77
Vhembe	111	8	2	4	8	1	20	154
Capricorn	93	3	3	5	9	1	1	115
Mopani	92	8	1	5	8	1	1	116
Sekhukhune	89	5	2	5	9	1	1	112
Totals	436	26	12	27	41	5	25	574

NB: The list of facilities and location on maps are provided in the section” Site Information” (Volume A.2)

5. OBJECTIVE

The establishment of a panel of contractors with a proven track record and the necessary expertise and specialty to do maintenance and refurbishment on the respective categories of equipment and infrastructure at Health Facilities, and sustaining the water supply sources, on an “as and when required” basis for a period of 36 months.

6. SCOPE OF WORK

Amongst other things, the panel of contractor’s works shall include but not limited to the following maintenances, repairs, replacement and provisioning services:

Breakdown Repairs - means unplanned repairs performed in reaction to the unforeseen failure of equipment and infrastructure.

Extensions - means capital works that increases the value of the asset and extend the area or add new functionality of the asset. Extensions can take place at any time through the lifecycle of the asset. This term shall be used interchangeably with Additions throughout this document. Extensions are excluded from the scope of this bid.

General Repairs – means day-to-day housekeeping maintenance, e.g. repair of pipes, taps, toilets, leaking taps, broken windowpanes, gutters and other equipment and infrastructure that do not threaten the health services provided by the health facility. It excludes services such as painting, tiling, plastering etc. except in case where touch-up work has to be done after repairs were undertaken

Preventative Maintenance - means planned maintenance required to attend to identified equipment and infrastructure that is prone to failure, if not attended to.

Refurbishment - means to comprehensive actions intended to bring an immovable asset back to its original appearance or state or to extend its lifecycle. It may also be required for historical preservation. Refurbishment generally takes place at the end of an asset’s lifecycle to extend the lifecycle and gain further income potential from the asset.

Renovation - means comprehensive capital work-actions intended to bring an immovable asset back to its original appearance. Renovation works do not necessarily extend functionality or the life of the asset but are necessary for the planned life to be achieved.

Replacement – is a maintenance activity that means the replacement of a defective unit (an immovable asset) that is beyond repair or refurbishment and cannot anymore fully perform the function it was designed and installed for. The replacement unit is of same capacity as the original unit and does not increase or change the output required of the installation. The replaced asset needs to be properly disposed of by following the Department’s asset management procedures.

Scheduled Maintenance - means planned periodic maintenance of equipment taking place at predefined intervals to ensure continual satisfactory operation of it and includes required statutory inspections and services. This term shall be used interchangeably with Maintenance Services throughout this document.

Upgrade - means the implementation of activities to make changes to the configuration of an immovable asset and thereby changing the functionality of the asset. An example of upgrades is to make changes to the internal walls of a building (partitioning) to develop open plan offices, or to increase the capacity of a pump, or water storage. Although upgrades are generally not classified as maintenance as it comprises changes that increase the functionality of the asset, specific instructions for such work localized could be issued.

The bidders will be required to deliver and maintain public infrastructure using the labour-intensive methods.

7. BID STRUCTURE & SCOPE OF WORKS

It is the establishment of a panel of contractors. Each contractor per category of equipment and infrastructure will be assigned a cluster or combination of clusters by the Department.

The bidders should be registered per the CIDB categories as stated in the various equipment and infrastructure categories defined in this document.

The bidder must indicate which discipline of maintenance work listed it has expertise in and a proven track record of.

The department shall where necessary create clusters to ensure fair allocation of clusters or works

The successful bidders will be grouped as follows:

Table 2: Categories and Scope of Maintenance Equipment and Infrastructure Works

Category	Volume Number to be Assigned for the Specification and Rates Tables	SCOPE OF WORKS Includes Maintenance, Refurbishment Works Such as:	Included in Bidding Document: Specification & Rates Table, or Scope Description	Required CIDB Rating
Electrical	B	On-site electrical distribution, reticulation and equipment: Trenching and laying of MV (Up to 22kV) & LV cables as directed by the PM; Testing and repair of electrical equipment that has failed, i.e. DB's, circuit breakers, Light fittings, socket outlets, cables Attend to emergency call-outs; Repair electrical motors, test and switch ON,	Specification & Rates Table	4EB

Category	Volume Number to be Assigned for the Specification and Rates Tables	SCOPE OF WORKS Includes Maintenance, Refurbishment Works Such as:	Included in Bidding Document: Specification & Rates Table, or Scope Description	Required CIDB Rating
		<p>Repair standby generator plants and associated Automatic Mains Failure (AMF) panels, change-over DB's, contactors and alternators, Repair static UPS systems, Execute Works as per SANS 10141-1 or other applicable standards, Execute all electrical works as directed by the PM issued Task Orders (TO's), these may be repairs, additions or new installations etc.</p> <p><u>NEW ELECTRICAL WORKS:</u></p> <p>Provide trenching and laying of MV (Up to 22kV) & LV cables as directed by the PM; Install electrical equipment, i.e. DB's, circuit breakers, Light fittings, socket outlets, cables etc., Install electrical motors, test and switch ON., Install standby generator plants and associated Automatic Mains Failure (AMF) panels, change-over DB's, contactors and alternators. , Install static UPS systems, Issue a certificate of compliance, Wiring of building, Execute Works as per SANS, or other applicable standards, Execute all electrical works as directed by the PM issued Task Orders (TO's)</p>		
Standby Generators	C	Fixed and mobile generator sets (engines and alternators), control equipment and fuel storage, Replacements of Generators	Specification & Rates Table	4EB
Steam	D	Boilers and control equipment, feed water system, steam and condensate lines and pertinent equipment. replacements	Specification & Rates Table	6ME

Category	Volume Number to be Assigned for the Specification and Rates Tables	SCOPE OF WORKS Includes Maintenance, Refurbishment Works Such as:	Included in Bidding Document: Specification & Rates Table, or Scope Description	Required CIDB Rating
Autoclaves	E	Built-in autoclaves, steam generators, dedicated water softeners and control systems	Specification & Rates Table	4ME
Water Services	F	Water supply, wastewater and sanitation installations, storage, purification systems and control gear, bulk fire water supply	Specification & Rates Table	4SO
HVAC (Heating, Ventilation and Air Conditioning)	G	Heat pumps, Electrical bulk water heaters, Air conditioners, Package plants, Air handling units, cooling towers, Ventilation equipment, Ducting, Cold and freezer rooms, Dedicated water softeners, Mortuary cabinets, All relevant switchboards and control systems etc.	Scope Description	5ME
Building & Civil Works	H	Waterproofing , Brickwork, Windows and glazing, Doors, Ceilings, Insulation, Louvres (fixed and adjustable), Trusses, Cladding & covering, Rainwater goods, Plasterwork, Painting, Ironmongery, Carpentry & joinery, Dry walling, Flooring (tiling & sheeting; tiles, epoxy and carpets), Curtain furniture, Paving (gravel; bituminous; segmented paving; brick paving), Walkways & car ports, Concrete works (reinforced and mass concrete), Concrete water proofing, Small structural steel works, Fences (steel & concrete palisade; diamond mesh; heavy duty epoxy coated security fencing, steel swing and sliding gates), Storm water drainage (underground and surface), Replace asbestos roof and gutters with specified roof cladding, Termite control and Weed control etc.	Scope Description	5GB

Category	Volume Number to be Assigned for the Specification and Rates Tables	SCOPE OF WORKS Includes Maintenance, Refurbishment Works Such as:	Included in Bidding Document: Specification & Rates Table, or Scope Description	Required CIDB Rating
Fire Protection	I	Fire hose reels (equipment & boxes; water supply by others), Fire extinguishers (equipment & boxes), Sand buckets and supports, Gas systems, Sprinkler systems (only internal pipework and sprinklers; water supply by others) etc.	Scope Description	4SF
Kitchen Equipment	J	The kitchen equipment scope of works covers the following: Tilting frying pans, Convection ovens, Cooking pots, Industrial stoves, Beverage equipment, Dishwashers, Food warming & display, Kitchen canopy and extractor fans etc.	Scope Description	4ME
Borehole Development	M	Borehole drilling, Borehole testing (step tests; constant drawdown tests), Borehole rehabilitation etc	Scope Description	N/A
Geohydrologist	N	Scope of work to be aligned with the guideline of the Dept of Water & Sanitation "Minimum Standards and Guidelines for Groundwater Resource Development for the Community Water Supply and Sanitation Programme", First Edition, April 1997 and subsequent notices of alterations (GRIP), and includes, but is not limited to the following broad activities: Verify water demand, existing sources, Desktop studies, field surveys and reporting of existing boreholes, Assessments & reporting: Groundwater resource potential (point source and regional); scientific borehole selection, Supervision & reporting: Pump testing existing and new boreholes, Supervision & reporting: Borehole drilling, Supervision & reporting: Rehabilitation	Scope Description	N/A

Category	Volume Number to be Assigned for the Specification and Rates Tables	SCOPE OF WORKS Includes Maintenance, Refurbishment Works Such as:	Included in Bidding Document: Specification & Rates Table, or Scope Description	Required CIDB Rating
		of existing boreholes, Technical completion reporting, Water bacterial and chemical sampling, Evaluation and reporting on water quality test results (water quality laboratory tests done by others), Data management on DWS national data base etc.		
Fencing	0	Development, extension ,installation, repairs ,dismantling of precast walls, Installation of wire perimeter fencing, palisade steel fencing with posts and stays at intervals	Scope Description	6SQ

8. TECHNICAL SPECIFICATIONS, RATES TABLES AND SCOPE OF WORKS

Technical Specifications, rates tables and scope of works are covered in **VOLUME A2** of this bid document in line with **TABLE 1** above.

The Department shall on time to time and as and when the need arises refreshes the rates tables and or introduce new rates tables. The accredited panellists shall be required to provide quotes for the process.

Specifications and Rates for additional items could be issued to shortlisted tenderers as and when the need arises.

9. USE OF LOCAL LABOUR

Where repairs on a works instruction take place for more than one continuous week, the contractor shall consider using local labour as temporary employees to assist with non-specialist work.

Such labour shall work under supervision of qualified staff of the contractor.

The contractor shall be responsible for the reimbursement of such labour at the prescribed labour rates.

10. OCCUPATIONAL HEALTH & SAFETY SPECIFICATION

The Occupational Health and Safety Act, Act 85 of 1993 (referred to as "the Act" below), and all regulations promulgated thereunder must be adhered to by the Contractor, with specific reference to the safety of all employees and the public, irrespective of whether such employees are employed by the Contractor or by his subcontractors (including local subcontractors). The Contractor, in entering into this Contract, hereby agrees with the Employer in terms of Section 37(2) of the Act, that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the Works, shall have certain obligations and that the following arrangement shall at all times for the duration of the Contract apply between the Contractor and the Employer to ensure compliance by the Contractor with the provisions of the Act, namely: -

The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act;

The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with;

The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations, and expressly absolves the Employer and the Engineer from being obliged to comply with any of the aforesaid duties, obligations and prohibitions in respect of the Works;

The Contractor shall be obliged to report forthwith to the Employer and the Engineer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

11. APPOINTMENT TO THE PANEL

The department reserves the right to appoint one or more services providers or not to appoint a panel of contractors in this invitation to bid;

Appointment letters will be given to qualifying contractors who are qualified for each category of works under the panel of contractors;

The selected contractors on the panel will be issued with purchase orders and work instructions on an as and when required basis;

12. OPERATION OF THE PANEL

The panel will be used at the institutions stipulated in the section with Site Information

The contractors on the panel will be used on an as and when required basis in its assigned cluster or set of clusters.

The use of the panel at district or facility level will be the responsibility of the respective facility's supply chain management unit.

Contractors will be called to quote for work within their category and capacity in line with the approved rates or submit fresh quotations in cases where no rates in a specific category "As and When Required".

13. ASSIGNING WORK, EXECUTION AND INVOICING

All work will be issued to appointed contractors as and when the need arises.

Work will be assigned to contractors for planned maintenance or for attending to breakdowns – the scope of which is expanded in Volume A.2 of these tender documents.

Contractors will be required – from time to time - to work overtime (afterhours, over weekends and on public holidays) to attend to emergency breakdowns and must be to be geared and prepared to do this on a call basis. The Rates Tables include pricing to allow for such incidences.

The procedures outlined below may be adjusted from time to time to ensure compliance with Departmental policies and procedures.

13.1 Assigning Work: Planned Maintenance

- 13.1.1 The Department identifies the scope of work and requests the contractor for quotes to do the work, based on the approved rates.
- 13.1.2 Once the quotes have been assessed and adjusted in consultation with the contractor (if required), a purchase order (PO) will be issued to the contractor.
- 13.1.3 The contractor will be required to perform the work to standard and within the stipulated time frames.
- 13.1.4 The Department will perform on-site inspections on a regular basis to evaluate that the scope of work has been performed and for quality control purposes.
- 13.1.5 Depending on the duration of the task, the contractor may submit invoices for interim payments (based on actual work performed) until the purchase order value has been exhausted.
- 13.1.6 The Department assesses and approves invoices for payment.
- 13.1.7 If it so happens that – due to unforeseen circumstances - the works could not be completed within the scope and/or value of the purchase order, a revised quote and second purchase order will be considered and issued by the Department.

13.2 Assigning Work: Breakdown Repairs

- 13.2.1 Based on historical data, the Department estimates the scope and value of breakdown repairs to be done by each contractor over a projected time period.
- 13.2.2 The Department issues purchase orders (POs) to the contractors based on these estimates. The PO value serves as budget against which Works Instructions are issued as and when the need arises.
- 13.2.3 A new PO will be considered when the initial PO's expiry date has occurred or the PO value achieved, whichever happens first.

14. WORKS INSTRUCTIONS

- 14.1 Calls for breakdowns are logged by health facilities on a web-based call centre that is operated by the Department.
- 14.2 The Department evaluates logged calls on a daily basis and issues Works Instructions with unique ticket numbers for each callout by email to the contractor against the PO for breakdowns.
 - i. It occasionally happens that the Department gives verbal instructions and/or instructions by SMS. Such instructions will be confirmed in writing by the Department.
 - ii. The ticket number and facility name shall be used as reference throughout the life cycle of each callout (follow-up correspondence; quotes, invoices etc.)
- 14.3 The contractor is required to perform the works and submit quotes within the time frames stipulated on the Works Instruction.
- 14.4 The Department will evaluate, consult with the contractor (if required) and approve of submitted quotes in writing.
- 14.5 Unless the Department is timeously advised of additional time requirements to conclude the repairs, penalties for late completion shall apply, as defined in Section 0 of this document.
- 14.6 The Department will perform on-site inspections on a regular basis to evaluate that the extent of repair work required and performed and for quality control purposes.
- 14.7 The contractor is required to collate approved quotes, review it against the actual work done and submit to the Department a monthly invoice for all work concluded in that month.
- 14.8 The Department assesses and approves invoices for payment.

15. EVALUATION CRITERIA

The bid will be evaluated in four phases, namely:

Phase 1: Administrative Compliance

Phase 2: Functionality evaluation criteria

Phase 3: Physical Verification

Phase 4: Price and BBBEE

15.1 PHASE 1: ADMINISTRATIVE COMPLIANCE

- 15.1.1 Where reference is made in the bid document to the terms, 'firm', 'tenderer' and 'bidder', it should be noted that they refer to one and the same name.
- 15.1.2 In the event the trade name is different from the legal name, the trade name must be used as the name of the bidder and **NOT** the legal name.
- 15.1.3 In the case of Joint Ventures and Consortia, the names of **ALL** parties to the JV or Consortia, must appear in name of the bidding company in the RFB document. For example: "Sugar cc in JV with Salt PTY LTD" etc.

15.1.4 The RFB document is made up of the following SBD forms.

All SBD Forms should be completed. Failure to complete and sign the SBD forms shall lead to disqualification of the bid:

SBD 1: Invitation to bid

SBD 3.1: Pricing schedule – firm prices

SBD 4: Declaration of interest

SBD 5: The National Industrial Participation Programme.

SBD 6.1: PPPFA claim form i.t.o. the Preferential Procurement Regulations 2017

SBD 8: Declaration of bidder's past supply chain management practices.

SBD 9: Certificate of Independent Bid Determination

15.1.5 Table 3 lists the included Returnable Forms that MUST be completed and submitted with bid. Where a Returnable form does not apply, indicate as such on the form.

Table 3 Schedule of Returnable Forms

A	PROOF OF REGISTRATION WITH THE WORKMAN'S COMPENSATION COMMISSIONER, OR A LICENSED COMPENSATION INSURER
B	LIST OF VEHICLES, PLANT AND EQUIPMENT
C	SCHEDULE OF SIMILAR WORK UNDERTAKEN BY BIDDER
D	SERVICE AREA: PREFERENCE & PROOF OF ADDRESS
E	SERVICES THE BIDDER IS BIDDING FOR
F	APPROVED INSPECTION AUTHORITIES (AIAs)
G	RISK AND RISK MITIGATION PLANS
H	PROOF OF FINANCIAL STANDING
I	AGREEMENT IN TERMS OF SECTION 27(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

**A. PROOF OF REGISTRATION WITH THE WORKMAN'S COMPENSATION COMMISSIONER,
OR A LICENSED COMPENSATION INSURER**

The Bidder **shall affix to this bid** certified proof of registration with the Workman's Compensation Commissioner or a licensed Compensation Insurer reflecting its registration number.

I/We hereby authorise the Employer or its representative to approach the Workman's Compensation Commissioner or a licensed Compensation Insurer to obtain a reference on standing of our account:

Workman's Compensation Commissioner

Name under which registered: _____

Registration Number: _____

OR

Workman's Compensation Insurer

Insurance Company Name _____

Address _____

Telephone number/s _____

Insured Sum R _____

Name of Insured _____

Insured Reference Number _____

B. LIST OF VEHICLES, PLANT AND EQUIPMENT

- B.1 The Bidder must list all major items of vehicles, plant and equipment to be used on the works. If none indicate “Nil”.
- B.2 If the Bidder is bidding for more than one Equipment & Infrastructure category, it must list vehicles, plant and equipment that are appropriate to all the categories it is bidding for.

DESCRIPTION (Also state capacity)	State Quantity	
	Owned by Bidder	To Hire
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

Name: Bidder Representative

Signature

Date

C. SCHEDULE OF SIMILAR WORK UNDERTAKEN BY BIDDER

- C.1 The Bidder shall list all work of a similar nature to that described in the Bidding document and which it has been carried-out over the past five years and/or which is presently being carried out by it.
- C.2 If the Bidder is bidding for more than one Equipment & Infrastructure category, it must list work done appropriate to all the categories it is bidding for.

NOTE: IF NO SIMILAR WORK HAS BEEN CARRIED OUT, THE SCHEDULE IS TO BE MARKED "NIL"

Description and Locality of Work	Name, landline number of PSP firm, municipality, or government department PLUS Cellphone number & email address of contact person at that organisation	Approximate Value of Work In SA Rand	Contract Start and End Dates (Month & year)
ELECTRICAL	On-site electrical distribution, reticulation and equipment		
1			
2			
3			
STANDBY GENERATORS	Fixed and mobile generator sets (engines and alternators), control equipment and fuel storage		
1			
2			
3			
STEAM	Boilers and control equipment, feed water system, steam and condensate lines and pertinent equipment.		
1			
2			

Description and Locality of Work	Name, landline number of PSP firm, municipality, or government department PLUS Cellphone number & email address of contact person at that organisation	Approximate Value of Work In SA Rand	Contract Start and End Dates (Month & year)
3			
AUTOCLAVES	Built-in autoclaves, steam generators, dedicated water softeners and control systems		
1			
2			
3			
WATER SERVICES	Water supply, wastewater and sanitation installations, storage, purification systems and control gear, bulk fire water supply		
1			
2			
3			
HVAC (Heating, Ventilation and Air Conditioning)	Heat pumps, electrical bulk water heaters, air conditioners, package plants and air handling units, ventilation equipment, control gear, ducting, cold and freezer rooms, mortuary cabinets		
1			
2			
3			
BUILDING & CIVIL WORKS	Brickwork, plasterwork, painting, roofing and trusses, rainwater goods, flooring, glazing, ironmongery, carpentry, paving, fences, walkways.		

Description and Locality of Work	Name, landline number of PSP firm, municipality, or government department PLUS Cellphone number & email address of contact person at that organisation	Approximate Value of Work In SA Rand	Contract Start and End Dates (Month & year)
1			
2			
3			
FIRE PROTECTION	Fire hose reels, fire extinguishers, gas systems, sprinkler systems		
1			
2			
3			
KITCHEN EQUIPMENT	Electric kitchen equipment, e.g. tilting frying pans, convection ovens, cooking pots, stoves etc.		
1			
2			
3			
BOREHOLE DEVELOPMENT	Drilling, testing and rehabilitation of boreholes.		
1			
2			

Description and Locality of Work	Name, landline number of PSP firm, municipality, or government department PLUS Cellphone number & email address of contact person at that organisation	Approximate Value of Work In SA Rand	Contract Start and End Dates (Month & year)
3			
GEOHYDROLOGIST	Groundwater potential assessments & reports, drilling & testing supervision, management recommendations, water quality testing		
1			
2			
3			
FENCING	Repairs, replacements and erecting of all kinds of fencing i.e. Precast retaining blocks, Solid Boundary Wall, Face Brick Finish, Expanded Metal Fences, Palisade Fence, Framed and welded gates, ClearVU Security fencing System or EQUAL & APPROVED		
1			
2			
3			

Name: Bidder Representative

Signature

Date

D. SERVICE AREA: PREFERENCE & PROOF OF ADDRESS

D.1 The Bidder is to indicate in which of the following districts he/she will be able to provide the services described in this Bid document.

District	Main cities/towns	Base from where all travelling shall be measured for a set of district clusters	Bidder to select the district(s) it chooses to provide services
CAPRICORN	Polokwane – Lebowakgomo - Alldays	Polokwane	
MOPANI	Tzaneen – Giyani – Phalaborwa	Giyani	
SEKHUKHUNE	Groblerdal - Jane Furse – Burgersfort - Marble Hall	Lebowakgomo	
VHEMBE	Louis Trichardt – Musina – Thohoyandou – Malamulele	Thohoyandou	
WATERBERG	Mokopane – Roedtan – Lephalele - Bela-Bela	Modimolle	

D.2 The Bidder is to provide details of his/her own office/workshop(s). **ATTACH** proof of business address (es) for the towns where he/she has own office and/or workshop (e.g. municipal account; rental agreement etc.).

TOWN	STREET ADDRESS
1.	
2.	
3.	

The Bidder hereby declares that he/she has the capacity to provide his/her services in the districts selected above. (The services on offer are indicated on a separate returnable sheet).

Name: Bidder Representative

Signature

Date

E. SERVICES THE BIDDER IS BIDDING FOR

The Bidder shall tick appropriate box (es) here-below for which it has the relevant CIDB rating, and the technical and managerial capacity, labour, skills, plant and equipment required to perform the maintenance services required for the selected category(s)

Equipment & Infrastructure Maintenance Category	Required CIDB Rating	Bidder to select the Maintenance Category(s) it is bidding for	The Bidder's CIDB Grading for the selected Category(s)
1. Electrical	4EB		
2. Standby Generators	4EB		
3. Steam	6ME		
4. Autoclaves	4ME		
5. Water Services	4SO		
6. HVAC	5ME		
7. Building & Civil Works	5GB		
8. Kitchen Equipment	4ME		
9. N/A	4ME		
10. N/A	5ME		
11. Borehole Development	N/A		
12. Fire Protection	4SF		
13. Geo-hydrologist	N/A		
14. Fencing	6SQ		

The Bidder hereby declares that it has the relevant CIDB rating, and the technical and managerial capacity, labour, skills, plant and equipment required to perform the maintenance services required for the selected category(s)

Name: Bidder Representative

Signature

Date

F. APPROVED INSPECTION AUTHORITIES (AIAs)

F.1 In reference to latest Pressure Equipment Regulations and relevant SANS specifications, if the Bidder has selected to provide maintenance services on pressure vessels, details of two registered Approved Inspection Authorities (AIAs) that it will use, are required.

F.2 Also attach certified copies of the valid AIA registration certificates.

AIA Name	AIA Reference No.	Short Description of Type of Registration	Expiry date
1.			
2.			

Name: Bidder Representative

Signature

Date

G. RISK AND RISK MITIGATION PLANS

The Bidder is required to compile and attach hereto a risk assessment plan for the works as described herein. Components of the plan should include, but not necessarily limited to:

- a. Identified risk areas in the following aspects of the appointment:
 - Contractual obligations
 - Maintenance instructions
 - Management
 - Financial
 - Health and safety
 - Plant and materials
- b. Scoring of probabilities and impacts for each of the above
- c. Associated mitigation plans for each of the above

The required Risk and Risk Mitigation Plan is attached:

Name: Bidder Representative

Signature

Date

H. PROOF OF FINANCIAL STANDING

The Bidder is to submit and attached hereto certified proof that indicates the value that (tick the appropriate box):

- A registered financial institution is to provide as revolving credit to the bidder in the event a bidder is awarded contract, or
- A registered financial institution can provide as overdraft facility in the name of business, or
- The bidder has the capability to self-fund (Proof of three months bank statement)

The relevant proof of financial standing is attached hereto:

Name: Bidder Representative

Signature

Date

I. AGREEMENT IN TERMS OF SECTION 27(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993

For the purposes of this bid, reference to Contractor means “Bidder”. The Bidder is to sign this agreement and submit it with the bidding documents.

The Client and the Contractor hereby agree, in terms of the provisions of Section 27(2) of the Occupational Health and Safety, Act No. 85 of 1993, hereinafter referred to as 'the Act', that the Contractor as an employer in its own right and in its capacity as contractor for the execution of the works, shall have certain obligations and that the following arrangements shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:-

1. The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and
2. The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
3. The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolves the Client and the Client’s professional services providers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
4. The Contractor shall be obliged to report forthwith to the Client any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Client, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

On behalf of _____ (the **Contractor**):

Signatory name	Signature	Date

As Witnesses:

1. _____ 2. _____

On behalf of the **Limpopo Department of Health** (the **Client**)

Signatory name	Signature	Date

As Witnesses:

1. _____ 2. _____

15.2 PHASE 2: FUNCTIONALITY EVALUATION

Functionality Compliance Scores: Maximum 100 points.

Compliance with the minimum of 70 points is required to be considered for shortlisting.

No	CRITERIUM DESCRIPTION	WEIGHT	ELEMENT BREAKDOWN	VALUES
1	Experience of key staff (contracts manager; foremen; skilled labour). To be assessed by considering the Bidder's selected maintenance category(s)	30	More than 3 x staff each with more than 7 years maintenance experience in the selected maintenance categories	5 Excellent
			3 x staff each with between 5- and 7-years maintenance experience in the selected maintenance categories	4 Very good
			3 x staff each with between 3- and 5-years maintenance experience in the selected maintenance categories	3 Good
			3 x staff each with less than 3 years maintenance experience and/or more than 5 years' experience on upgrades or renovations of existing buildings or infrastructure	2 Average
			3 x staff each with less than 5 years' experience on upgrades/renovations of existing buildings or infrastructure and/or more than 5 years' experience on new construction developments	1 Fair
			No submission, or no relevant maintenance experience	0 Poor
2	Demonstrated company experience on maintenance and renovation projects. To be assessed by considering the Bidder's selected maintenance category(s) NB: Take note that the department may contact referees during the evaluation process to ascertain the correctness of the stated information	40	Provision of traceable references and evidence of maintenance projects done for at least five years.	5 Excellent
			Provision of traceable references and evidence of maintenance projects done for at three to five years.	4 Very good
			Provision of traceable references and evidence of maintenance projects done for between three and two years.	3 Good
			Provision of traceable references and evidence of maintenance projects done for two to one years.	2 Average
			Provision of traceable references and evidence of maintenance projects done for up one years.	1 Fair
			No evidence of maintenance experience and traceable reference provided.	0 Poor
3	Financial Standing	20	<u>Proof has been submitted that indicates:</u> - An undertaking by a registered financial institution to provide a revolving credit to the bidder in the event a bidder is awarded contract, or - Proof of an overdraft facility by a registered financial institution in the name of business, or - Proof of the bidder's capability to self-fund to the value indicated below:	
			To a value above R 5 000 000	5 Excellent

			To a value greater than R 4 000 00 up to R5 000 000	4
				Very good
			To a value greater than R 3 000 000 up to R4 000 000	3
				Good
			To a value greater than R 2 000 000 up to R 3 000 000	2
				Average
			To a value up to R 2 000 000	1
				Fair
			Below R 2000 000	0
				Poor
4	Risk assessment and management / Contingency plan To be assessed by considering the Bidder's selected maintenance category(s)	10	Documented identification of various levels of project risks, with scoring of probabilities and impacts. Associated mitigation plans are included and have assigned responsibility managers.	Excellent
				5
			Documented identification of few levels of project risks, with scoring of probabilities and impacts. Incomplete or impractical mitigation plans are included. No or little assignment of responsibility managers.	Average
				3
No risk management plan submitted.			Poor	
			0	
MAXIMUM FUNCTIONALITY POINTS				100

The points scored for functionality shall be calculated as follows:

- a. Each Bid Evaluation Committee member shall score for each individual company criterion on the score sheet.
- b. The value scored for each criterion should be multiplied with the specified weighting for the relevant criterion to obtain the average marks scored for the various criteria.
- c. The assessment of functionality shall be done in terms of the above-mentioned evaluation criteria and the minimum threshold of 70 points.

15.3PHASE 3: PHYSICAL VERIFICATION

- 15.3.1 Shortlisted bidders will be subjected to physical verification to verify their capacity, core business activities and resources to deliver. Bidders who found not to have capacity, resources and not operating any business activities, i.e. scoring less than the stated minimum score, will not be considered for further evaluation on price and BBBEE.
- 15.3.2 Site inspections, where applicable, will only be conducted at the bidder's business physical address given in the bid document (SBD1) and to bidders whose bids have satisfied all administrative and functional requirements of the bid. Unless a prior notice of change of business address has been processed through to the department with proof of ownership of the business site, Municipality Bill or lease agreement.

15.3.3 It is expected that the Bidder shall have all relevant business requirement elements listed below available at its business premises on the day and time of the site inspection. This will qualify the Bidder for consideration for further assessment.

15.3.4 If necessary, written notice of change of the physical address of the business may be submitted to the Head of Department after the closing date of bid.

NO	CRITERIUM	WEIGHT	ELEMENT BREAKDOWN	SCORING VALUES
	Physical existence of the business		Proof of existence of ownership of business premises or rental agreement	
1	Existence of Human and Labour Serving Devices	20	<ul style="list-style-type: none"> ✓ Human Resources – (Proof of Payroll Office Manager, Admin Clerk, Foreman’s, Artisans and Assistants) ✓ Presence of administration staff. Communication equipment ✓ (Communication Devices i.e. mobile phones etc.); internet connectivity; office equipment (copiers; scanners; computer systems; furniture). ✓ Suitability of business premises solely used by the bidder for the intended works. 	5 Good
			Presence of administration staff. Communication equipment (Communication Devices i.e. mobile phones etc.); internet connectivity; office equipment (copiers; scanners; computer systems; furniture). Sharing the offices, workshop and stores with others.	3 Average
			No business premises.	0 Poor
2	Vehicles and Plant To be assessed by considering the Bidder’s selected maintenance category(s)	30	Either owned, and/or per proven lease agreement(s): A minimum of 4 x LDV; 2x 3-ton flatbed truck or larger. In addition, 4x heavy duty plant and/or vehicles relevant to the selected category(s) (e.g. truck mounted cranes; TLBs; plate compactors; portable concrete mixers; “cherry pickers”; water carts, compressors, jack hammers, generator etc.).	5 Good
			Either owned and/or per proven lease agreement(s): A minimum of 2 x LDV; 1x 3-ton flatbed truck or larger. In addition, 2x heavy duty plant and/or vehicles relevant to the selected category(s) (e.g. truck mounted cranes; TLBs; plate compactors; portable concrete mixers; “cherry pickers”; water carts, compressors, jack hammers, generator etc.).	3 Average
			No plant, or less plant as per the “Average” requirement above.	0 Poor
2		30		5

NO	CRITERIUM	WEIGHT	ELEMENT BREAKDOWN	SCORING VALUES
	Physical existence of the business		Proof of existence of ownership of business premises or rental agreement	
	Workshop Equipment To be assessed by considering the Bidder's selected maintenance category(s)		Either on asset register and/or per proven lease agreement(s): <ul style="list-style-type: none"> ✓ A minimum of 5 no. each of fully equipped trade toolboxes; ✓ 2x work benches, ✓ 1x pedestal drill, ✓ 1x welder; ✓ 1x rotating disc cutter, ✓ 1x six-segment scaffolding and 3x ladders. ✓ In addition, 5x other tools relevant to the selected category(s) (e.g. air compressor, power drills; angle grinders; circular saws; oxy-acetylene welding sets; sanding machines; electrical contracting tools and testing kits, sandblasting and spray-painting equipment, etc.). 	Good
Either on asset register and/or per proven lease agreement(s): A minimum of 3 no. each of fully equipped trade toolboxes; 1x work benches, 1x welder; 2x ladders. In addition, 3x other tools relevant to the selected category(s) (e.g. air compressor, power drills; angle grinders; circular saws; oxy-acetylene welding sets; sanding machines; electrical contracting tools and testing kits, sandblasting and spray-painting equipment, etc.).			3 Average	
No workshop equipment, or less equipment as per the "Average" requirement above.			0 Poor	
3	Availability and number of field staff	20	Payroll cross-references with organisation staffing (submitted as a Returnable) of at least 5x field staff.	5 Good
			Payroll cross-references with organisation staffing (submitted as a Returnable) of at least 3x field staff.	3 Average
			No payroll information and/or less field staff as per the "Average" requirement above.	0 Poor
MAXIMUM SCORE				100
ACCEPTABLE MINIMUM SCORE				70

15.4 PHASE 04: EVALUATION PRICE AND B-BBEE

15.4.1 This bid shall be evaluated in terms of **90/10** preference points system.

15.4.2 Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African National Accreditation System (SANAS).

15.4.3 In case of a B-BBEE exempted micro enterprise or B-BBEE qualifying small enterprise bidders may submit a valid Sworn Affidavit (attached to this bid).

15.4.4 Should bidder(s) fail to submit the valid BBEE certificate it will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

15.4.5 Points shall 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
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

16. SPECIAL CONTRACT CONDITIONS

The Government Procurement: General Conditions of Contract (July 2010) (GCC) apply. The following Special Conditions of Contract (SCC) relevant to this bid, supplement the GCC:

SPECIAL CONTRACT CONDITIONS (SCC) TO THE GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT (July 2010)	
Ref. No.	Details
A.	<p><u>Client</u> Limpopo Department of Health</p>
B.	<p><u>Client’s address for communication</u> The Head of the Department, Limpopo Department of Health Address (physical): 18 College Street, Polokwane, 0699 Address (postal): Private bag X9302, Polokwane, 0700</p>
C.	<p><u>Task Leaders</u></p> <ul style="list-style-type: none"> ➤ James Ramulai: Steam; Autoclaves; HVAC; Medical Gas; Kitchen; Laundry ➤ Hardus van Zyl: Electrical; Generators; Tools; Fire protection ➤ Nico Serfontein: Water services; Building & Civils; Borehole Development; Geohydrologist
D.	<p><u>Contact details of Task Leaders:</u></p> <p>Telephone:</p> <ul style="list-style-type: none"> ➤ James Ramulai: 015 2936422 ➤ Hardus van Zyl: 015 2936611 ➤ Nico Serfontein: 015 2936632 <p>Address (physical): 18 College Street, Polokwane, 0699 Address (postal): Private bag X9302, Polokwane, 0700</p>
E.	<p><u>Contractor/Successful Bidder</u> <i>Details to be completed upon award and acceptance of the contract</i></p> <p>Contractor Name: _____</p> <p>Physical Address: _____</p> <p>Postal Address: _____</p> <p>Office Phone No.: _____</p> <p>Office Email Address: _____</p>
F.	<p><u>Contractor’s Contracts Manager for this Contract</u> <i>Details to be completed upon award and acceptance of the contract</i></p> <p>Name: _____ Title, first name, surname</p>

SPECIAL CONTRACT CONDITIONS (SCC) TO THE GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT (July 2010)

Ref. No.	Details
	<p>Physical Address: _____ For this Contract</p> <p>Cellphone No(s): _____</p> <p>Email Address(es): _____</p>
G.	<p><u>Contract Commencement Date</u></p> <ul style="list-style-type: none">➤ The date of the last signature on the contract between the parties.➤ All stipulations of the contract shall come into effect on this date.
H.	<p><u>Obligations prior to Commencement of Construction Works</u></p> <p>The documentation required before Commencement of the Works (issue of the first Purchase Order) are:</p> <ul style="list-style-type: none">➤ Health and Safety Plan➤ Confirmation that Public Liability Insurance has been arranged➤ Proof of a Coupon Policy for Special Risks issued by SASRIA➤ Letter of the contractor's acceptance of the award
I.	<p><u>Commencement of Construction Works</u></p> <ul style="list-style-type: none">➤ Ten working days after Contract Commencement Date.➤ On this date, the Contractor shall be ready to immediately attend to Works Instructions for breakdown repairs.
J.	<p><u>Contract Period</u></p> <p>The contract period is 36 months starting on the Contract Commencement Date.</p>
K.	<p><u>Contract Expiry Date</u></p> <p>The date of the day 36 months after the Contract Commencement Date.</p>
L.	<p><u>Purchase Order</u></p> <p>As defined in Section Error! Reference source not found. (Error! Reference source not found.) of the Tender and Contract Data.</p>
M.	<p><u>Works Instruction</u></p> <p>As defined in Section Error! Reference source not found. (Error! Reference source not found.) of the Tender and Contract Data.</p>
N.	<p><u>Works</u></p> <p>As defined in Section Error! Reference source not found. (Error! Reference source not found.) of the Tender and Contract Data.</p>
O.	<p><u>Completion Dates for Purchase Orders and Works Instructions</u></p> <ul style="list-style-type: none">➤ Within the Contract Period, the completion dates for various Purchase Orders and Works Instructions issued to the Contractor on an as and when required basis, will be confirmed in each such Purchase Order and Works Instruction.➤ Purchase Orders and Works Instructions can be issued up to the Contract Expiry Date. All contract conditions will remain in effect until the last of such work has been completed.

SPECIAL CONTRACT CONDITIONS (SCC) TO THE GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT (July 2010)

Ref. No.	Details
P.	<p><u>Defects Liability Period</u></p> <ul style="list-style-type: none"> ➤ Breakdown and Planned Maintenance: 90 days from date of last signed job card. ➤ New installations: 12 months from date stated on the commissioning certificate ➤ Replacement of full units (e.g. RO plant; generator etc.): 12 Months from date of commissioning certificate
Q.	<p><u>Pricing Strategy</u></p> <p>The Pricing Strategy is a Rates Only contract.</p>
R.	<p><u>Security</u></p> <p>No performance security is required</p>
S.	<p><u>Insurances</u></p> <p>Without limiting its obligations in terms of the contract, the contractor shall, at its own cost, effect and maintain the following Insurances in the joint names of the Client and the Contractor:</p> <ol style="list-style-type: none"> a. A Coupon Policy for Special Risks Insurance issued by the South African Special Risks Insurance Association is not required. b. Liability Insurance that covers the Client and the Contractor against their respective liability for the death of, or injury to any person, or loss of, or damage to any property (including the Works) arising from or in the course of the fulfilment of the contract from the Contract Commencement Date to end of the Defects Liability Period of the Purchase Order or Works Instruction that results in the latest concluding Defects Liability Period. c. The limit of indemnity for Liability Insurance is R 5 000 000 per claim.
T.	<p><u>Access not exclusive</u></p> <p>The access and possession of Site shall not be exclusive to the Contractor, but as set out in the Site Information.</p>
U.	<p><u>Non-working times</u></p> <p>The non-working days are Saturdays, Sundays and public holidays.</p>
V.	<p><u>Extensions of time for abnormal rainfall</u></p> <p>The extension of time for rainfall does not apply to the Contract.</p>
W.	<p><u>Application of Contract Price Adjustment Factor</u></p> <p>Contract Price Adjustment (CPA) will be applicable and will be applied on an annual basis as defined in the Pricing Instructions.</p>
X.	<p><u>Variation in cost of special materials</u></p> <p>Not applicable</p>
Y.	<p><u>Payments</u></p> <p>Percentage advance on materials not yet built into the Permanent Works: Not permitted</p>
Z.	<p><u>Delivery, dissatisfaction with and payment of invoices: Joint Ventures</u></p> <p>Payments to a Joint Venture will only be made upon receipt of documentation signed by all the joint venture parties confirming the full details to whom the payment is to be made out and the full details of the Joint Venture bank account it is to be paid into. A pro-forma blank invoice that would be used is to be included.</p>
AA.	<p><u>Penalty for delay</u></p>

SPECIAL CONTRACT CONDITIONS (SCC) TO THE GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT (July 2010)

Ref. No.	Details
	<p>The penalty for failing to complete the Works within the time frame stated in the Purchase Order or the Works Instruction is, per calendar day (based on the net value of the Purchase Order or Works Instruction):</p> <ul style="list-style-type: none"> a. For Purchase Order/Works Instructions values up to R50 000: 1,00% of the net value. b. For Purchase Order/Works Instructions greater than R50 000 up to R200 000: 0,50% of the net value. c. For Purchase Order/Works Instructions values greater than R200 000 up to R750 000: 0,20% of the net value. d. For Purchase Order/Works Instructions values above R750 000: 0,05% of the net value.
AB.	<p><u>Latent defects liability</u></p> <p>The latent defects periods for:</p> <ul style="list-style-type: none"> ➤ Building and civil works (New installations and replacements): 10 years ➤ Mechanical and electrical equipment (New installations, replacements, reconditioned or refurbished): 5 years.

17. DELIVERY PERIOD

As work will be done on a as and when required basis of the contact duration of 36 months, the delivery period will be stated on each purchase order and works instruction issued by the Department.

CONFIRMATIONS / DECLARATION:

I, _____ being _____

(position / authority held) at Company (Name): _____

hereby confirm the following:

That the warranty period of the equipment offered is as per the specification supplied by the facility. Any break-downs will be attended to and resolved within 24 hours of notice during the period of warranty.

YES

NO

If NO, State reasons why:

18. BID AWARD & CONTRACT CONDITIONS

Bidders must submit their bid in line with the bid specification. Failure to comply shall invalidate the bid.

The shortlisted bidders shall be subjected to vetting process. Only successful bidder(s) who are cleared during vetting process shall be considered for appointment.

Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin.

The contract shall be concluded between the Department and the successful service provider upon issuing of the letter of appointment by the Department and acceptance of the offer by the service provider.

The shortlisted bidders shall be subjected to supply chain management screening process and only successful bidders who are cleared during screening shall be considered for appointment.

The department is not obliged to accept or consider any bid in full or in part or any responses or submissions in relation thereto and may reject any bid.

The award of the tender may be subjected to price negotiation with the preferred bidders.

The department reserves the right to award the bid to one or more service providers, at negotiated rates, wholly or in part or not to award.

The department may, on reasonable and justifiable grounds, award the bid to a company that did not score the highest number of points

The appointment of the successful bidder shall be subject to the conclusion of a Service Level Agreement (SLA) between the department and the successful bidder governing all rights and obligations related to the required services.

The contract shall be concluded between Limpopo Department of Health and the successful service provider(s).

The contract period will be in terms of the service level agreement.

Bidders shall be notified about the decision of the Department by means of publication in the Provincial Bid Bulletin.

The outcome of the successful bidders shall be published through the same media that was used to advertise the bid.

Awarding of the bid shall be subject to the Service Provider(s) acceptance of National Treasury General Conditions of Contract (GCC).

19. CONTRACT ADMINISTRATION

Successful bidder(s) must report to the End-User institution immediately when unforeseeable circumstances will adversely affect the execution of the contract.

Full particulars of such circumstances as well as the period of delay must be furnished.

The administration of the bid and contract i.e. evaluation, award, distribution of contract circulars, performance of contractors etc., shall be the sole responsibility of the Supply Chain Management Unit.

20. RESPONSE FIELDS

In order to evaluate and adjudicate bid effectively, it is imperative that bidders submit responsive bids.

Non-compliance with this condition will invalidate the bid.

21. SALE OF BID DOCUMENTS:

Bid documents are available to download from www.etenders.treasury.gov.za and www.doh.limpopo.gov.za.

22. SUBMISSION OF THE BID DOCUMENT

An original bid document accompanied by all mandatory documents as specified in the bid document must be submitted in a sealed envelope clearly marked with the bid number; bid description; the name and address of the company submitting the bid to the **Tender box at Department of Health, 18 College Street, Polokwane, 0700** on or before the closing date and time specified in the bid document and tender bulletin. Bid documents can be submitted on any day and time before the closing time.

I agree that this bid document has been read and understood by myself as a bidder.

Bidding Entity

Bidder's Assigned Representative

Bidder's Signature

Position

Date

23. BRIEFING SESSION

There is no briefing session for this bid.

24. ENQUIRIES

All enquiries regarding the bid may be directed to the following:

Physical Address	Technical Enquiries	Bidding Process
Department of Health, Fidel Castro Ruz House, 18 College Street, Polokwane, 0699	Mr Ramulai James (015) 293 6108	Ms Motene N.M (015) 293 6350 Ms Simango TO (015) 293 6352