



**APPOINTMENT OF A BUILT ENVIRONMENT  
PROFESSIONAL SERVICE PROVIDERS  
(MECHANICAL ENGINEER) FOR THE ROLL OUT  
AND IMPLEMENTATION OF PSA OXYGEN PLANTS  
AT IDENTIFIED HOSPITALS IN SOUTH AFRICA.**

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Bid Ref No: NDOH01-PSA 001

**PREPARED FOR:**  
**THE INDEPENDENT DEVELOPMENT TRUST**  
IDT HEAD OFFICE  
Glenwood Office Park  
Corn. Oberon & Sprite Ave.  
Faerie Glen, Pretoria  
0081

**NAME OF SUPPLIER:** \_\_\_\_\_

**CLOSING DATE: 17 OCTOBER 2022**



# Contents

<b>PART T1: BIDDING PROCEDURES .....</b>	<b>2</b>
T1.1 BID NOTICE AND INVITATION TO BID .....	3
T1.2 BID DATA .....	8
T1.2.1 Background .....	8
T1.2.2 Bid Details .. 11Title of Bid: Appointment Of Professional Service Providers (Mechanical Engineer) For The Roll Out And Implementation Of PSA Oxygen at Identified Hospitals In South Africa. ....	13
T1.2.3 Evaluation Procedure .....	15
Executive Summary:.....	<b>Error! Bookmark not defined.</b>
Scope Of Project: An overview of the project scope and provide the challenges and risks associated with the envisaged scope of work. ....	16
Work Execution Proposal: provide an engineering methodology and program, which is in line with the scope of work and timelines to meet requirements. ....	16
PART T2.1: RETURNABLE DOCUMENTS .....	17
PART T2.2 RETURNABLE SCHEDULE.....	19
T2.A1 AUTHORITY TO SIGN A BID .....	20
T2.A2 FIRM'S COPY OF REGISTRATION OF INCORPORATION OR COMPANY REGISTRATION DOCUMENTS OR AFFIDAVIT AND A TRADE NAME IF A SOLE PROPRIETOR .....	23
T2.A3 COPY OF JOINT VENTURE CONTRACT (IF APPLICABLE) .....	24
T2.A4 Copy of the Professional Registration for Professional Mechanical Engineer with the Engineering Council of South Africa of at least one Director. ....	25
T2.A5 LIST OF ALL SHAREHOLDERS/DIRECTORS WITH ORIGINAL CERTIFIED COPIES OF THEIR IDS.....	26
T2.A6 COPY OF PROFESSIONAL INDEMNITY INSURANCE DOCUMENTS .....	27
T2.A7 COPY OF A LETTER OF GOODSTANDING WITH COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASE ACT (COIDA) REGISTRATION CERTIFICATE .....	28
T2.A8 BIDDER'S DISCLOSURE (SBD 4) .....	29
T2.A9 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1) .....	31
T2.A10 CONFIRMATION OF RECEIPT OF ADDENDA TO BID DOCUMENTS .....	35
T2.A11.1 FINANCIAL PROPOSAL.....	36
T2.A11.3 SUMMARY OF FINANCIAL PROPOSAL .....	43
IMPORTANT NOTES - DISBURSEMENTS .....	44
T2.A12 SIGNED CONFIDENTIALITY AGREEMENT .....	45
T2.B13 B-BBEE CERTIFICATE .....	47
T2.B14: FIRM'S EXPERIENCE ON SIMILAR PROJECTS .....	49
T2.B15.1 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES .....	50
T2.15.2 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES.....	51
T2.15.3 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES.....	52
T2.15.4 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES.....	53
T2.15.5 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES.....	54
T2.15.6 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES.....	55
T2.B16 KEY PERSONNEL ASSIGNED TO THE WORK .....	56
T2.B17.1 Key Personnel 1: CURRICULUM VITAE OF KEY PERSONNEL .....	57
T2.B17.2 Key Personnel 2: CURRICULUM VITAE OF KEY PERSONNEL .....	58
T2.B17.3 Key Personnel 3: CURRICULUM VITAE OF KEY PERSONNEL .....	59
T2.B18: EXPERIENCE OF PROJECT TEAM AND DELIVERABLES .....	<b>Error! Bookmark not defined.</b>
T2.B19 APPROACH AND METHODOLOGY.....	60
T2.C21 CENTRAL SUPPLIER DATABASE .....	61
T2.C22 TAX COMPLIANCE LETTER WITH A UNIQUE PIN.....	62
<b>PART C1: CONTRACT.....</b>	<b>63</b>
C1.1 FORM OF OFFER .....	64
C1.2 BID CONTRACT DATA.....	66
C1.3 SPECIAL CONDITIONS OF CONTRACT .....	79
<b>PART C2: PRICING DATA .....</b>	<b>80</b>

C2.1	PRICING INSTRUCTIONS .....	80
C2.2	TYPING, PRINTING AND DUPLICATING WORK AND FORWARDING CHARGES.....	80
C2.3	TRAVELLING AND SUBSISTENCE ARRANGEMENTS AND TARIFFS OF CHARGES.....	81
<b>PART C3:</b>	<b>SCOPE OF SERVICES.....</b>	<b>82</b>
C3.1	PROFESSIONAL SERVICE PROVIDER’S OBJECTIVES .....	82
	PROJECT LIST PER CLUSTER .....	87
C3.2	GENERAL REQUIREMENTS.....	89
C3.3	SOFTWARE APPLICATION FOR PROGRAMMING .....	89
C3.4	USE OF REASONABLE SKILL AND CARE .....	90
C3.5	COMPLIANCES WITH STANDARDS AND REGULATIONS .....	90
<b>PART C4:</b>	<b>PROJECT AND SITE INFORMATION .....</b>	<b>91</b>
<b>PART C5:</b>	<b>NOTES TO BIDDERS .....</b>	<b>92</b>

## **Part T1: BIDDING PROCEDURES**



Independent Development Trust

Bid Ref No: NDOH01-PSA 001

# **APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (MECHANICAL ENGINEERS) FOR THE ROLL OUT AND IMPLEMENTATION OF PSA OXYGEN PLANTS AT IDENTIFIED HOSPITALS IN SOUTH AFRICA.**

## **T1.1 Bid Notice and Invitation to Bid**

The Independent Development Trust (IDT) hereby invites professional service providers (Mechanical Engineer) for the Roll Out and Implementation of PSA Oxygen Plants at identified hospitals in South Africa.

### **Mandatory Requirements**

Only bidders, who meet the following requirements will be eligible for further evaluation.

- Detailed full CIPC certificate or other authentic proof of company ownership documents
- Proof of authority to sign documents, e.g. company resolution
- Certified ID Copies of Directors; certification not older than three (3) months from bid closing date
- Valid Proof of professional registration; **At least one (1) Director** must be registered with relevant Professional body (ECSA) as Pr Engineer or Pr Technologist.
- Copy of the Joint Venture (JV) agreement signed by all parties (where JV in use)
- Proof of National Treasury (NT) Central Supplier Database Registration i.e. submit a copy of CSD Master Registration Number (Supplier Number) Compensation for Occupational Injuries and Diseases Act Certificate (COIDA) or Federated Employers Mutual Assurance (FEM) Insurance
- Fully completed and signed Standard Bidding Documents as contained in the bid document (SBD 1; SBD 4 & SBD 6.1)
- All certified copies to be originally certified and not a copy of a certified copy
- Proof of SARS compliance
- Stamped bank confirmation letter

- Note:**
- (i) Failure to submit any of the above documents / requirements shall result in disqualification of the bid.
  - (ii) If any of the Directors are in the Employment of the State shall result in disqualification of the bid.
  - (iii) If any of its Directors are Listed on the Register of Defaulters shall result in dis-qualification of the bid.
  - (iv) In the case of a Bidder, who during the last ten (10) years has been Terminated on Previous Contracts with the IDT shall result in disqualification of the bid.

The IDT will assess all bids received based on its procurement policy if information is required from the bidder/s, the IDT reserves its rights to request the information which shall be submitted within seven (7) working days from request and failure to submit will result in disqualification.

**Returnable documents required at Bid Award -**

1. Tax Compliance Letter with a unique pin
2. BBB-EE

**Bid Evaluation**

**Stage One: Responsiveness**

Bidders who do not adhere to those criteria listed PRE-QUALIFIER, will be disqualified.

#	RESPONSIVENESS CRITERIA	Bidder To Indicate Compliance (Y/N)
1	Professional Registration of the Director of the Lead PSP	
3	Proof of CSD registration	
4	B-BBEE Certificate	
5	Tax Clearance Certificate with PIN	
6	Joint Venture Agreement Between Parties (If Applicable)	
7	Certified copies Identity Documents	
8	Copy of Registration of Incorporation or Company Registration Documents	
9	Copy of a Letter of Good standing with Compensation for Occupational and Injuries Diseases Act (COIDA) Registration Certificate or Federated Employers Mutual Assurance (FEM) Insurance	
10	SBD Forms (SBD 1; 4; 6.1)	
11	Certificate of Attendance at Compulsory Briefing if applicable	
12	Certificate of Authority for Signatory	
13	Record of Addenda to the tender documents if applicable	
14	Amendments, Qualifications and Alternatives	
15	Professional Indemnity Cover minimum R5m	

**Stage Two: Functionality**

FUNCTIONALITY CRITERIA	POINTS ALLOCATION
1. Methodology	30 Points
2. Key Personnel Qualifications	20 Points
3. Key Personnel Experience Qualifications	20 Points
4. Company Experience	20 Points
5. PSA Oxygen Experience	10 Points
<b>TOTAL</b>	<b>100 Points</b>

**Only bidders who obtain 80 points or higher on the functionality threshold will be evaluated further**

**Stage Three: Price and B -BBEE**

Only competent bidders who have reached or exceeded the minimum functionality threshold of 80% (80 points) will be evaluated on an 80/20 (Price / B-BBEE) points basis in terms of the Preferential Procurement Policy Framework Act of 2017.

To claim and be awarded B-BBEE points bidders must submit an original or an original certified copy of B-BBEE certificate issued by CIPC or a SANAS accredited agency or an Original Sworn Affidavit signed by a Commissioner of Oaths (see criteria below) (Note - An incomplete sworn affidavit will not be acceptable and will not be awarded any points). In cases of a Joint Venture, an original consolidated B-BBEE certificate issued by CIPC or SANAS accredited verification agency will be accepted.

B-BBEE points are allocated as follows for the **80/20** points system:

B-BBEE Status Level of Contributor	Points Allocation
	Tenders up to and including R50 million
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Contributor	0

**STAGE OF AWARD**

The following returnable documents shall be submitted together with the tender documents. Validity of this documentation will be verified at the time of award.

1. Proof of Central Supplier Database (CSD) registration
2. Valid Tax Compliance Letter with a unique pin

**COMPULSORY BRIEFING WILL BE 30 SEPTEMBER 2022 AT 13H00 AT IDT HEAD OFFICE, GLENWOOD OFFICE PARK, CORNER OBERON & SPRITE AVE. FAERIE GLEN, PRETORIA**

Tender Documents may be downloaded from the IDT's website as follows: [www.idt.org.za](http://www.idt.org.za) as well as on the e-tenders portal, [www.etenders.gov.za](http://www.etenders.gov.za) and [www.ectreasury.gov.za/tenderbulletins](http://www.ectreasury.gov.za/tenderbulletins) from the **23 September 2022**. Tenders must only be submitted on the tender documentation that is downloaded from the stipulated websites. The retyping of the tender document is not permitted.

All SCM and Technical enquiries relating to this bid must be directed to ***mechanicaleng@idt.org.za*** during office hours (08h30 – 17h00) weekdays.



**Note: The IDT will be accepting questions/clarities until 10 days (7 October 2022) prior bid closing date and there will be no further questions/clarities will be responded to thereafter.**

**On submission of Tender documents, the bidder must submit a signed original bid document in hard copy. Original bid document written in ink and not erasable.**

The bid closing date is **17 October 2022 by no later than 11H00**. Bids shall be submitted in the tender box at IDT's Head Office. Bidders should fill out the tender register at a time and date the tender is dropped off in the IDT tender box.

**INDEPENDENT DEVELOPMENT TRUST,GLENWOOD OFFICE PARK,CORNER OBERON AND SPRITE STREET,FAERIE GLEN,PRETORIA,0043**

Telegraphic, telephonic, telex, facsimile, e-mail and late bids **WILL NOT** be accepted.

The Independent Development Trust does not bind itself to accept the lowest or any particular bid.

Bidders should fill out the tender register at a time and date the tender is dropped off in the tender box.

**Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data. The IDT reserve the right not to appoint the lowest bid financial proposal, based on the outcome of the tender risk assessment.**

#### **4. TERMS AND CONDITIONS FOR BIDDING:**

1. IDT reserves the right to not make an award; to award multiple bidders and may procure the services, either in whole or in part, from anyone of the appointed bidders.
2. The bidder must ensure the correctness and validity of the quote. All price(s) and quantities quoted are at the bidder's risk. The prices quoted shall be "firm prices" and shall remain valid for the period of 60 days. Non-firm prices (including rates of foreign exchange variations) will not be accepted.
3. Isibani reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period.
4. IDT reserves the right to award according to the most economical service option submitted. And will under no obligation accept the lowest or any quote.
5. IDT reserves the right to stop the contract partly or, temporarily or indefinitely, in which event neither claim nor liability whatsoever shall lie against the contractor due to non-compliance, non-performance, by the supplier.
6. IDT reserves the right to conduct price negotiations, where deemed necessary.

# CONTACT DETAILS

All bidders must furnish the following particulars and include it in their submission

Name of bidder:

Trading Name

VAT registration number

Tax Clearance Certificate submitted

YES / NO

Postal address:

Street address:

Contact Person

Telephone number:

CodeNumber

Cellular number:

Facsimile number:

CodeNumber

e-Mail address:

## **T1.2 BID DATA**

### **T1.2.1 Background**

The Independent Development Trust (IDT) as implementing agent for the Department of Health, received an instruction to implement The Roll Out of PSA Oxygen plants at identified hospitals in South Africa.

Therefore, The Independent Development Trust (IDT) requires the services of a Professional Service providers (PSPs) (Mechanical Engineer) to provide engineering services for the Roll Out of PSA Oxygen Plants at identified hospitals in South Africa.

The fund required to implement this programme will be provided by Isibani Development Partners, which is a South African-registered Non-Governmental Organization (NGO), launched in 2011 to become a leading local technical assistance provider, systems strengthening and grants manager for health and social service in Southern Africa. This organization focus on Human Immunodeficiency Virus (HIV), Tuberculosis (TB), Non-Communicable diseases and capacity development for community-based organization and government departments.

The service provider will be expected to design three categories of plants; Small, Medium and Large Plants to the accommodate the requirements range of the facilities listed.

The scope of work includes the provision of engineering activities that will include , detail design, development documentation, construction supervision, close out and operation and maintenance supervision

#### **Detailed Design -6 weeks**

This stage shall be a development of the preliminary design and shall include the following:

- The finalization of all design calculations clearly stating assumptions that had been made
- Selection of equipment to meet design specifications and establishing whether their space and service requirements have been met.
- Establishing of all plant rooms and service routes.
- Development and finalization of detailed drawings to be used for tendering.
- Confirmation of electrical loads, structural loads, and builder's work schedules.

#### **Tender Documentation -4 weeks**

This stage will comprise the documentation of all the information that has gone on to the earlier stages in such a manner that it may be used for competitive tendering of the plant installation and shall include the following:

- Production of a relevant material and workmanship specification.
- Preparation of equipment data sheets to reflect the design parameters and reflect selection of appropriate equipment.
- The preparation of a detailed schedule of quantities to reflect the exact work to be carried out and avoid any non-defined areas which may attract cost after tender award.
- Submission of the complete tender documentation and drawings to the client for review.
- Submission of a pre-tender budget.
- Review of all the tender documents and drawings with the client and making all necessary amendments before going out to tender.

**Construction Supervision-24 weeks****Tender Compliance and Quality Checks**

- This stage will include ensuring that contractual obligations such as provision of insurance, surety, price fluctuation requirements are met.
- The contractor shall be required to submit equipment selections submittals, installation, and builders work drawings. These shall then be reviewed, and appropriate comments made to be taken on board by the contractor.
- A final update of electrical and structural loads based on the actual to be installed equipment shall also be done at this stage.
- The contractor shall be required to submit commissioning method statements for review, and it shall be ensured that all the necessary records are kept for future reference.

**Site Supervision**

- Attending site meetings and making periodic inspections. Assessment of payment claims against actual work done on site.

**Contract administration**

- Raising payment certificates for consideration by client, processing of contract variations and adjudicating on claims for extension of time and agreeing on final account.
- Ensure the contractor to comply and provide operation and maintenance manuals, as-built drawings, and guarantees/warranties of equipment during the works where appropriate.

**Defects liability period administration**

- Ensuring that the contractor attends to defects and maintenance issues on time and keep a maintenance record. Final payment and release of retention monies held by the client shall also be done at the end of this stage.

**Operations and Maintenance Stage -36**

Prospective bidders will act as “**Project Manager**” to manage and supervise the “36 MONTH CONTRACT:” PSA OXYGEN PLANTS AT IDENTIFIED HOSPITALS IN SOUTH AFRICA

Prospective bidders will be responsible for but not limited to:

- Perform the duties of the Project Manager as stipulated in the NEC 3 Engineering and Construction Contract A;
- Ensuring that services are delivered within maintenance and service schedules, specifications and agreed cost;
- Ensuring that the contract is properly implemented, managed, enforced, monitored and reported on;
- Record-keeping and maintenance of files, reports, check sheets, inspection sheets, inspection reports, equipment data, job cards, performance reports and OHS reports;
- Conducting monthly meetings, highlighting satisfactory contract issues, and performance reporting;
- Regular performance reviews where non-performance of the contractor is identified and the reporting thereof;
- Contract risk management: manage identification of risk, monitoring and risk escalation, and develop a risk register;
- Conduct physical inspections and the reporting thereof;
- Review and approve maintenance requests and schedules;
- Carry out contract administration procedures in terms of the contract;
- Prepare schedules of predicted cash flow;
- Inspect the works for conformity to contract documentation;

- Review the outputs of quality assurance procedures and advise the contractor and client on adequacy and need for additional controls, inspections and testing;
- Adjudicate and resolve financial claims by contractors;
- Assist in the resolution of contractual claims by the contractor;
- Establish and maintain a financial control system;
- Witness and review of all tests and mock-ups carried out on site;
- Issue contract instructions as and when required as per the prescribed contractor arrangement with the client;
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- Inspect the equipment replacement and issue practical completion and defects lists; and
- Arranging for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings and operating manuals.

## T1.2.2 Bid Details

### Bid Data (including special conditions of Bid)

The conditions of bid are the Standard Conditions of Bid as contained in the CIDB Standard for Uniformity in Construction Procurement (August 2019). This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, (as amended) issued in terms of section 33 refer to [www.cidb.org.za](http://www.cidb.org.za)).

The Standard Conditions of Bid make several references to the Bid Data for details that apply Specifically to this bid. The Bid Data shall have precedence in the interpretation of any ambiguity or Inconsistency between it and the Standard Conditions of Bid. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Bid to which it mainly applies.

Clause number	Bid Data
F.1.1	The employer is <b>Independent Development Trust</b>
F.1.2	<p>The Bid Documents issued by the Employer comprise the following documents:</p> <p><b>Volume 1 - THE BID</b></p> <p><b>Part T1: Bidding procedures</b></p> <p>T1.1 - Bid notice and invitation to bid</p> <p>T1.2 - Bid data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p><b>Part C1: Contracts and Contract data</b></p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Special Conditions of Contract</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing instructions</p> <p><b>Part C3: Scope of work</b></p> <p>C3 - Scope of work</p> <p><b>Part C4: Site information</b></p> <p>C4 - Site information</p> <p><b>Part C5: Notes to Bidders</b></p> <p>C5 - Notes to Bidders</p>

F.1.4	<p>The employer's agent is: William Kaipa</p> <p>Address: Independent Development Trust, Glenwood Office Park, Corner Oberon and Sprite Street, Faerie Glen, Pretoria, 0043</p> <p>Email: mechanicaleng@idt.org.za</p>
F.2.1	<p>Bid offers will only be accepted if the bidder has:</p> <ol style="list-style-type: none"> <li>1. Authority to Sign a Bid</li> <li>2. Company Registration Documents (CIPC) or affidavit and a trade name if a Sole Proprietor</li> <li>3. Notarised Joint Venture Agreement or Consortium Agreement where applicable</li> <li>4. Valid Proof of professional registration; <b>At least one (1) Director</b> must be registered with relevant Professional body (ECSA) as Pr Engineer or Pr Technologist.</li> <li>5. List of all shareholders/directors with Original certified copies of their IDs (no older than 6 months from the tender closing date)</li> <li>6. Valid professional Indemnity</li> <li>7. COIDA or Letter good standing with the Department of Labour (if applicable)</li> <li>8. SBD 4 Declaration of Interest</li> <li>9. SBD 6.1 PPPFA regulations claim form</li> <li>10. Confirmation of Receipt of Addenda to Bid Documents.</li> <li>11. Signed Form of Offer.</li> <li>12. Signed Confidentiality Agreement.</li> <li>13. Tax Clearance Certificate with PIN</li> </ol>
F.2.7	<p><b>A compulsory briefing</b> meeting will take place on the <b>30 September 2022 at 13h00</b>.</p> <p>Venue: IDT Head Office, Glenwood Office Park, Corner Oberon and Sprite Street, Faerie Glen,</p> <p>Date : 30 September 2022 Time: 13h00</p> <p>Tenderers must sign a compulsory attendance register in the name of the tendering entity. Attendance by key personnel forming part of the project team is compulsory. Addenda and additional documents, if any, will be issued only to tenderers appearing on the attendance register.</p>
F.2.12	Alternative offers are not applicable.
F.2.13.3	Parts of each bid offer communicated on paper shall be submitted as an original and one copy.

F.2.13.5	The employer's details and address for delivery of bid offers and identification details that are to be shown on each bid offer package are:
F.2.15.1	<p><b>Location of IDT bid box:</b> Reception: Independent Development Trust head Office</p> <p><b>Physical address:</b> Independent Development Trust, Glenwood Office Park, Corner Oberon and Sprite Street, Faerie Glen, <b>0043</b></p> <p>Bidders should fill out the tender register at a time and date the tender is dropped off in the IDT tender box.</p>
F.2.13.5	<p><b>Identification details:</b></p> <p><b>Bid Ref No: NDOH01-PSA 001</b></p> <p><b>Title of Bid:</b> Appointment Of Professional Service Providers (Mechanical Engineer) For The Roll Out And Implementation Of PSA Oxygen at Identified Hospitals In South Africa.</p> <p>Closing date: <b>17 October 2022</b> Closing time of the bid: <b>11:h00 PM</b></p>
F.2.13.6	A two-envelope procedure is not required.
F.2.13.9	Telephonic, telegraphic, telex, facsimile, e-mailed and late bid offers <b>WILL NOT</b> be accepted.
F.2.15	The closing time for submission of bid offers is as stated in the Bid Notice and Invitation to Bid.
F.2.16	The bid offer validity period is 90 days from the closing date
F.3.4	<p>Bids will be opened in in a transparent process at <b>12h00 on 17 October 2022</b></p> <p><b>Physical address:</b> Independent Development Trust, Glenwood Office Park, Corner Oberon and Sprite Street, Faerie Glen, <b>0043</b></p> <p>Tender received will be published on the IDT website (<a href="http://www.idt.or.za">www.idt.or.za</a>)</p>
F.3.11.3	<p>The procedure for the evaluation of responsive bids is Method 2 of the PPPFA of 2017, please refer to T1.2.3 for details:</p> <p>1) 90/10 where the financial value inclusive of VAT of all responsive bids received have a value in excess of R50 000 000.00 or</p> <p>2) 80/20 where the financial value inclusive of VAT of one or more responsive bid offers have a value that equals or is less than R50 000 000.00</p>
F.3.11.5	<b>Quality / functionality / technical evaluation will be applicable please refer to T1.2.3 for details.</b>
F.3.13.1	<p>The employer reserves the right:</p> <ul style="list-style-type: none"> <li>to award the contract in whole or in part to the successful bidder or not to award the bid at all.</li> <li>not to appoint the lowest bid financial proposal, based on the outcome of the tender risk assessment.</li> </ul>



F.3.17	The number of paper copies of the signed contract to be provided by the employer is one.
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### T1.2.3 Evaluation Procedure

Bid evaluation will be conducted as per the stages below:

#### Stage 1: Responsiveness of Bidders.

Stage one (1) entails the process of ensuring compliance of the bidders. Bidders shall submit all mandatory returnable documents to qualify for stage two (2) of the evaluation processes. Failure to submit any of the compulsory returnable documents will lead to disqualification.

**Table one (1)** lists the compulsory returnable documents that shall be submitted by all bidders to be considered eligible for this bid. Certified copies of documents shall be submitted in original and not older than 3 months from the closing date.

**Table 1: List of Returnable Compulsory Documents**

Item	Description of Compulsory Returnable Document
1.	Authority to Sign A Bid
2.	Company Registration Documents (CIPC)
3.	Notarised Joint Venture Agreement or Consortium Agreement where applicable
4.	Valid Proof of professional registration; <b>At least one (1) Director</b> must be registered with relevant Professional body (ECSA) as Pr Engineer or Pr Technologist.
5.	List of all shareholders/directors with Original certified copies of their IDs (no older than 6 months from the tender closing date)
6.	Valid professional Indemnity cover for above R20m
7.	COIDA or Letter good standing with the Department of Labour
8.	SBD 4 Declaration of Interest
9.	SBD 6.1 PPPFA regulations claim form
10.	Confirmation of Receipt of Addenda to Bid Documents.
11.	Signed Form of Offer.
12.	Signed Confidentiality Agreement.
13.	Attendance to compulsory Briefing Meeting by relevant personnel.
14.	Tax Compliance -Tax Pin
15.	B-BBEE

#### Stage 2: Evaluation on Functionality/Technical Requirements

CRITERIA WEIGHTING	
1 – METHODOLOGY	= 30
2 – KEY PERSONNEL QUALIFICATION	= 20
3 – KEY PERSONNEL EXPERIENCE	= 20
4 – COMPANY EXPERIENCE	= 20
5 - PSA OXYGEN EXPERIENCE	= 10
TOTAL	= 100
The minimum threshold weight score to continue to the next evaluation stage = 80	

**Stage 2: Evaluation on Functionality/Technical Requirements**

Item	Requirement	Points		Criteria	Points
1. METHODOLOGY AND APPROACH	Scope of Project: An overview of the project scope and provide the challenges and risks associated with the envisaged scope of work.  Work Execution: provide approach and engineering methodology and program, which is in line with the scope of work and timelines to meet requirements.  The project management structure specifically addressing Projects specifics per province  Quality Management and Stakeholder management	20	0	0 to 2 requirements are addressed in an innovative and efficient way, indicating that the bidder has an outstanding Knowledge of the project requirements,	
			15	Only 3 requirements are addressed in an innovative and efficient way, indicating that the bidder has an outstanding Knowledge of the project requirements,	
			30	All requirements are addressed in an innovative and efficient way, indicating that the bidder has an outstanding Knowledge of the project requirements,	
2. QUALIFICATION OF 4 KEY PERSONNEL ALLOCATED TO THE PROJECT	The bidder must provide certified copies of Qualification and ECSA Professional Registration of key personnel. Signed by Owner.	20	0	Degree/BTech in Mechanical Engineering and NO Registration	
			15	National Diploma in Mechanical and registration with ECSA	
			20	Degree/BTech in Mechanical Engineering and Registration with ECSA	
3. EXPERIENCE OF 4 KEY PERSONNEL ALLOCATED TO THE PROJECT	The bidder must provide detailed CV of key personnel who will be involved in providing the required services, setting out relevant Medical Gas Installation experience in Health Facilities. CVs signed by owner.	20	0	1 to 1 Years relevant experience	
			10	2 to 3 Years relevant experience	
			16	4 to 7 Years relevant experience	
			20	8 to 10 Years relevant experience	
4.. COMPANY EXPERIENCE	The bidder must provide details of its experience in Medical Gas Installation Projects in Health Facilities for the value of R10m and above. Bidder must provide: Letter of Appointment and Reference Letter.	20	0	No relevant projects	
			10	1 to 3 list of relevant projects	
			16	4 to 7 list of projects relevant to the scope	
			20	8 to 10 list of projects relevant to the scope	
6. PSA EXPERIENCE	The bidder must provide details of its experience in PSA Installations Medical Gas Installation Projects in Health Facilities for the value of R10m and above. Bidder must provide: Letter of Appointment and Reference Letter.	10	0	0 PSA oxygen projects	
			5	1- 2 PSA oxygen projects	
			10	3 or more PSA oxygen projects	
TOTAL			100		

## Part T2.1: Returnable Documents

### T2.A “Compulsory Commercial Documents”

Compulsory Commercial Documents shall be submitted by the bidders. If any of the below documentation is not supplied will lead to the immediate disqualification of the bidder. Certified copies of documents shall be submitted in original and not older than 6 months from the tender closing date.

Item	Description of Compulsory Returnable Document	Yes /No
T2.A1	Authority to Sign A Bid	
T2.A2	Company Registration Documents (CIPC)	
T2.A3	Notarised Joint Venture Agreement or Consortium Agreement where applicable	
T2.A4	Valid Proof of professional registration; <b>At least one (1) Director</b> must be registered with relevant Professional body (ECOSA) as Pr Engineer or Pr Technologist	
T2.A5	List of all shareholders/directors with Original certified copies of their IDs (no older than 6 months from the tender closing date)	
T2.A6	Valid professional Indemnity cover for above R20m	
T2.A7	COIDA or Letter good standing with the Department of Labour	
T2.A8	SBD 4 Declaration of Interest	
T2.A9	SBD 6.1 PPPFA regulations claim form	
T2.A10	Confirmation of Receipt of Addenda to Bid Documents.	
T2.A11.1	Signed Financial Proposal.	
T2.A11.2	Signed Summary of Financial Proposal.	
T2.A12	Signed Confidentiality Agreement.	
	Attendance to compulsory Briefing Meeting by relevant personnel.	
C1.1	Signed Form of Offer.	

**T2.B List of Technical and Preferential Returnable Documents**

The technical and preferential returnable documents are required for bid evaluation purposes (Note: If any of the below is not supplied, it will result in the deduction of bid evaluation points)

The table below lists the technical and preferential returnable documents that should be submitted by the bidders.

<b>REQUIRED DOCUMENTS REQUIRED FOR FUNCTIONALITY EVALUATION</b>		<b>Yes /No</b>
T2.B15	Company Experience on similar projects not older than 10 years; Appointment Letters and Reference letters	
T2.B16	Key personnel assigned to the project: Qualification, Professional registration Certificate (ECSA)	
T2.B17	Key personnel assigned to the project: CV	
T2.B19	Approach and Methodology	

## **Part T2.2 Returnable Schedule**

***Important note to Bidder: The relevant supporting documents to the organisation bidding i.e. Registration Certificates for Companies, Close Corporations and Partnerships, or Contracts and Powers of Attorney for Joint Ventures, or ID documents for Sole Proprietors, all as referred to in the foregoing forms listed in Part T2.1, must be inserted here***

***INSERT HERE***

**T2.A1 AUTHORITY TO SIGN A BID***Fill in the relevant portion applicable to the type of organisation***A. COMPANIES**

If a Bidder is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is before the closing time and date of the bid

**AUTHORITY BY BOARD OF DIRECTORS**

By resolution passed by the Board of Directors

On.....20.....

Mr/Mrs..... (Whose signature appears below) has been duly authorised to sign all documents in connection with this bid on behalf of

(Name of Company) .....

**IN HIS/HER CAPACITY AS:** .....

**SIGNED ON BEHALF OF COMPANY:** .....  
(PRINT NAME)

**DATE:** .....

**B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)**

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

.....

.....

**DATE**

**C. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

We, the partners in the business trading as.....  
hereby authorise .....

to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract on behalf of

Full name of partner	Residential address	Signature	Date

#### D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a certified copy of the Founding Statement of such corporation shall be included with the bid, together with the resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20..... at  
.....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of Close Corporation)

.....

.....

**SIGNED ON BEHALF OF CLOSE CORPORATION:** .....  
(PRINT NAME)

**IN HIS/HER CAPACITY AS:**..... **DATE:** .....

**SIGNATURE OF SIGNATORY:** .....



**E. CO-OPERATIVE**

A certified copy of the Constitution of the co-operative must be included with the bid, together with the resolution by its members authoring a member or other official of the co-operative to sign the bid documents on their behalf.

By resolution of members at a meeting on ..... 20..... at

.....

Mr/Ms....., whose signature appears below, has been authorised to sign all documents in connection with this bid on behalf of (Name of co-operative) .....

**SIGNATURE OF AUTHORISED REPRESENTATIVE/SIGNATORY:**

.....

**IN HIS/HER CAPACITY**

**AS:** .....

**DATE:** .....

**SIGNED ON BEHALF OF CO-OPERATIVE:** .....

**NAME IN BLOCK LETTERS:**.....

**F. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed by EACH member of a joint venture submitting a bid.

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

**NAME OF JV ORGANISATION:**.....

**ADDRESS:**.....

.....

**DULY AUTHORISED SIGNATORY NAME** .....

**DESIGNATION:**.....

**SIGNATURE** .....**DATE:**.....

**T2.A2      FIRM'S COPY OF REGISTRATION OF INCORPORATION OR  
COMPANY REGISTRATION DOCUMENTS OR AFFIDAVIT AND A  
TRADE NAME IF A SOLE PROPRIETOR**

*Attached hereto is my / our original certified copies of company registration of incorporation or company registration documents or affidavit and trade name if a sole proprietor. My failure to submit the copy with my / our bid document will lead to the conclusion that I am / we are not registered as claimed and our bid will be disqualified*

**(Attach the Firm's Copy of Registration of Incorporation or Company Registration Documents or Affidavit and Trade Name Here)**

**T2.A3 COPY OF JOINT VENTURE CONTRACT (IF APPLICABLE)**

*Attached hereto is a signed certified copy of our **notarised** Joint Venture Contract. Our failure to submit the copy with our bid document will lead to the conclusion that there is no joint venture contract, and as such, our bid will be disqualified*

***(Attach the notarised joint venture contract here)***

**T2.A4      Copy of the Professional Registration for Professional Mechanical Engineer with the Engineering Council of South Africa of at least one Director.**

*Attached hereto is the Copy of the Professional Registration for the Professional Engineer with the Engineering Council of South Africa of the Company Director/s.*

**OR**

*Bidders are required to provide a Company Organogram and the Copy of the Professional Registration for the Professional Mechanical Engineer with the Engineering Council of South Africa of at least one of the Directors and Copies of the Professional Registration for all director(s)/shareholders members with their respective built environment councils.*

*Failure to submit the foresaid documentation will lead to disqualification.*

***(Copy of the Professional Registration for Professional Engineer with the Engineering Council of South Africa is to be inserted here)***

**T2.A5 LIST OF ALL SHAREHOLDERS/DIRECTORS WITH ORIGINAL  
CERTIFIED COPIES OF THEIR IDS**

*Attached hereto is the List of all shareholders/directors of the company or the consortium/joint venture with the original certified copy of shareholders/director's ID. Failure to submit the foresaid documentation will lead to disqualification.*

***(List of all shareholders/directors of the company or the consortium/joint venture with the original certified copy of shareholders/director's ID to be inserted here)***

**T2.A6 COPY OF PROFESSIONAL INDEMNITY INSURANCE DOCUMENTS**

***(Attached hereto is my / our copies of professional indemnity insurance documents. My failure to submit the copy with my / our bid document will lead to the conclusion that I am / we are do not have professional indemnity cover, and as such, our bid will be disqualified)***

**T2.A7 COPY OF A LETTER OF GOODSTANDING WITH COMPENSATION  
FOR OCCUPATIONAL INJURIES AND DISEASE ACT (COIDA)  
REGISTRATION CERTIFICATE**

*(Attached hereto is my / our certified copy of LETTER of good standing with the Compensation for Occupational Injuries and Diseases, e.g. letter of good standing. My / our failure to submit the certificate with your bid offer will lead to the conclusion that your entity/ company is not registered with COIDA, and therefore, the bid will be disqualified.)*

## T2.A8 BIDDER'S DISCLOSURE (SBD 4)

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

**YES/NO**

2.3.1 If so, furnish particulars:

.....

---

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



### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

<sup>2</sup> 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.

## T2.A9 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)

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.**

### a) 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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable: or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

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
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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.

### b) 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;

**c) 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

**d) 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

**e) BID DECLARATION**

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

**f) 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.

**g) SUB-CONTRACTING**

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(*Tick applicable box*)

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

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

Designated Group: An EME or QSE which is at 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		
<b>OR</b>		
Any EME		
Any QSE		

**h) 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 consulting 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 .....

.....

**T2.A10 CONFIRMATION OF RECEIPT OF ADDENDA TO BID DOCUMENTS**

I / We confirm that the following communications amending the bid documents that I / we received from Independent Development Trust or his representative before the closing date for submission of bids have been taken into account in this bid.

<b>ADDENDUM No.</b>	<b>DATE</b>	<b>TITLE OR DETAILS</b>

TENDERES NAME: \_\_\_\_\_

TENDERES ADDRESS: \_\_\_\_\_

PRINT FULL NAMES: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

## T2.A11.1 FINANCIAL PROPOSAL

The Bidder shall attach a financial proposal **Professional fee for Mechanical Engineering Services and will be paid based on the Gazette No. 44333, Guideline Professional Fees, Scope of Services and Tariff for Persons Registered in Terms of the engineering Professional Act, 46 of 2022.** Although government gazetted rates will apply, pricing may be a factor in determining the suitability of the proposal regarding the services to be provided. The estimated scope of work for this services are stipulated in the tables below. Together with the professional fees the disbursement fees should be attached assuming 2 (two) meetings per month using the current Department of Public Works reimbursable schedule.

<b>Mechanical Engineering Services Pertaining to existing Building Works</b>
<b>NB:</b> Expenses / disbursements as provided for in the contract are paid in addition to the total of the project cost-based tariff but in line with Government rates as published by The Department of Public Works from time to time.
<b>Project:</b>  APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDERS (MECHANICAL) FOR THE ROLL OUT AND IMPLEMENTATION OF PSA OXYGEN TO IDENTIFIED HOSPITALS IN SOUTH AFRICA. .
<b>Professional Fee (Gazette No. 44333, Board Notice of 2022)</b>

**Table 1 Estimated Project Value relevant to the scope of services**

<b>ESTIMATED PROJECT VALUE (Inc. VAT)</b>	<b>R 184 575 000.00</b>
---	-------------------------

### (A) PROFESSIONAL FEES:

<b>COST BRACKET</b>	<b>FROM</b>	<b>TO</b>	<b>PRIMARY FEE</b>	<b>ADD %</b>	<b>ON BALANCE OVER</b>
<b>Primary Fee</b>					
<b>Secondary Fee</b>	R				
Basic Full Professional Fees					
<b>Factor for Alteration</b> (Clause 11 of the Gazettes)					
<b>Discount Factor for reduced services</b> , is considered with a 20% reduction on Initiation and Concept design Stage					
<b>Discount Factor for Duplication and repetitive work: 25% Discount on Stage 3: Design Stage</b>					
<b>Total Fees</b>					

Table 2 Professional Fee Offer

PROJECT VALUE (Incl VAT)	Fee & Per Stage	Fee Value per Stage (Incl Factor if applicable)	Fee Value per Stage relevant to this TENDER	DISCOUNTED % OFFER (EXC VAT)	DISCOUNTED VALUE (EXC VAT)	PROPOSED FEE PER STAGE (DISCOUNTED FEE)
			<b>A</b>	<b>B</b>	<b>D = A X B</b>	<b>F = A – D</b>
<b>STAGE 1</b>	0%			%	R	R
<b>STAGE 2</b>	0%			%	R	R
<b>STAGE 3</b>	20%			%	R	R
<b>STAGE 4</b>	20%			%	R	R
<b>STAGE 5</b>	25%			%	R	R
<b>STAGE 6</b>	15			%	R	R
<b>(A) FEE OFFER EXC % VAT</b>				%	<b>R</b>	<b>R</b>
PLUS % VAT				%	R	R
<b>GRAND TOTAL (FEE OFFER) INC % VAT</b>				%	<b>R</b>	<b>R</b>



**(B) DETAILED DISBURSEMENT PROPOSAL**

The Detailed Disbursement proposal include the following:

**Table 3\_ Total Fee & Disbursement Offer**

Description	Disbursement Costs (Exc. Vat)
Travelling: Mileage & Time (Table D1)	
Subsistence Allowance (Table D2)	
Accommodation (if Applicable) (Table D3)	
<b>(B) TOTAL ESTIMATED DISBURSEMENT COST CARRIED TO T2.A11.1 FINANCIAL PROPOSAL</b>	

Table D1. Travelling: Mileage & Time (Excl. VAT) [FOR WP 02]													
1.1 Vehicle Details:					1.2 Personnel Details								
Vehicle Engine Capacity:					Level 1: Senior				Level 2: Junior / Technician				
Vehicle Registration and Make No:					Full Name:				Full Name:				
1.3 Company Physical Address					Surname:				Surname:				
					Professional Registration:				Professional Registration:				
Item	Trip		Purpose of Trip	Date	Hourly Rate:				Hourly Rate				
	From	To			Mileage				Time				Total (M+T)
					Distance	Less 100km	Rate	Amount (M)	Hours	Less 2 Hrs	Rate	Amount (T)	
1													
2													
1. Travelling: Mileage & Time (Excl. VAT) - SUBTOTAL													
<b>NOTE:</b> Google Maps print-out of route and mileage travelled from Office to Project to be attached, Mileages without Google Maps Print-out will not be considered													

**Table D2. Subsistence Allowance (Excluding VAT) [FOR WP 02]**

Item	Trip	Purpose of Trip	Date	Personnel	No. of Personnel	Rate (Excl. VAT)	Amount (Excl. VAT)
<b>2. Subsistence Allowance (Excluding VAT) - SUBTOTAL</b>							

**Table D3. Accommodation (if Applicable) [FOR WP 02]**

Item	Trip	Purpose of Trip	Date	Personnel	No. of Nights	Rate per Night	Amount (Excl. VAT)
<b>3. Accommodation (Excluding VAT) - SUBTOTAL</b>							

**(C) OPERATIONS AND MAINTENANCE STAGE FEES**

This provision is for services provided under Operations and Maintenance, and on instruction from the Employer and will be deducted in whole or part if not required. The schedule of meetings, site inspections must be agreed with the Employer before the contract commences. Bidders are required to provide their assumptions and itemised breakdown for each line item.

<b>PROFESSIONAL SERVICE PROVIDER FEES (Time Based Fee)</b>				
Professional service to be priced		Description	Monthly Cost	Annual Cost
1.	One status quo site inspection before project commencement	The bidder to provide a cost for status quo site inspection and survey.	R	R
2.	Management Meeting	A monthly meeting over a 36 month period	R	R
3.	Site Inspections and Surveys	A monthly site inspection and survey over a 36-month period	R	R
4.	Progress Reports	A monthly report over a 36-month period (36-monthly reports)	R	R
5.	Management of the Contract	Management as per C3.2 Scope Of Work & Technical Specifications	R	R
<b>SUBTOTAL PRICE</b>			<b>R</b>	<b>R</b>
<b>TYPING, PRINTING AND DUPLICATING WORK AND FORWARDING CHARGES</b>				
1.	Fixed Rate for 36 monthly reports	A monthly report of a maximum of ten (10) pages	R	R
<b>SUBTOTAL PRICE</b>			<b>R</b>	<b>R</b>
<b>DETAILED DISBURSEMENT</b>				
1.	Travelling: Mileage & Time.	The Bidder to provide a fixed monthly travel cost (including travel time and rate per kilometre) from his office to the facility over the 36-month period.	R	R
2.	Provisional Subsistence and Accommodation Allowance.	The Bidder to provide a fixed amount of a maximum of six (6) nights per facility over the 36-month period. (Subject to proven cost)	R	R
<b>SUBTOTAL PRICE</b>			<b>R</b>	<b>R</b>
<b>SUBTOTAL OF PROFESSIONAL SERVICE PROVIDER FEE -EXC. VAT (A+B+C)</b>			<b>R</b>	
<b>ADHOC – (10% of (D) Subtotal)</b>				
1.	Provisional Amount for ADHOC and Emergencies @ 10% of the (D) Subtotal Amount	Claims will be based on the submission of proven cost incurred by the Bidder and not exceed the 10% allowance	R	R
<b>(C ) TOTAL [Professional Fee Offer (Excluding VAT)]</b>			<b>R</b>	

**(D) PROVISION FOR STANDARD FOR DEVELOPENING SKILLS THROUGH INFRASTRUCTURE CONTRATS**

Provision for Standard for Developing Skills				
	Description	QTY	RATE	Amount
1	Provision for Mentorship			R
2.	Provision for Stipends (Unemployed learners)			R
3.	Provision for additional costs (assessment and monitoring)			R
4.	Other Provisions			R
				R
<b>SUB-TOTAL Provision for Standard for Developing Skills</b>		<b>Minimum CSDG ME(x 0.25%) x Project Value</b>		<b>R</b>

Description	
<b>(A) PROFESSIONAL FEE OFFER EXC % VAT</b>	
<b>(B) DISBURSEMENT COST</b> Information from Detailed Disbursement Form	
<b>(C) OPERATIONS AND MAINTENANCE STAGE FEES</b>	
<b>(D) PROVISION FOR STANDARD FOR DEVELOPENING SKILLS</b>	
<b>SUBTOTAL (A+B+C)</b>	
<b>Add 15% Vat</b>	
<b>(E) TOTAL</b> <b>Fee Offer &amp; Disbursement Cost (A+B+C) (Including Vat)</b>	

TENDERES NAME: \_\_\_\_\_

TENDERES ADDRESS: \_\_\_\_\_

PRINT FULL NAMES: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE\_\_\_\_\_  
DATE**(Duly authorised to sign on behalf of the tenderer)**  
\_\_\_\_\_

**T2.A11.2 SUMMARY OF FINANCIAL PROPOSAL**

The Bidder shall attach a financial proposal **Professional fee for Mechanical Engineering Services and will be paid based on the *Gazette No. 44333, Guideline Professional Fees, Scope of Services and Tariff for Persons Registered in Terms of the engineering Professional Act, 46 of 2022.*** Although government gazetted rates will apply, pricing may be a factor in determining the suitability of the proposal regarding the services to be provided. The estimated scope of work for this services are stipulated in the tables below. Together with the professional fees the disbursement fees should be attached assuming 2 (two) meetings per month using the current Department of Public Works reimbursable schedule.

Each page of the **Financial Proposal** must be signed and the total price shall match the amount indicated in the returnable schedule C1.1 (**Form of Offer and Acceptance**)

<b>Mechanical Engineering Services Pertaining to existing Building Works</b>	<b>Value transferred from Financial Proposal Item</b>	<b>AMOUNT (Rand) Inclusive of VAT</b>
<b>The Roll Out And Implementation Of PSA Oxygen Plants At Identified Hospitals In South Africa</b>		

TENDERES NAME: \_\_\_\_\_

TENDERES ADDRESS: \_\_\_\_\_

PRINT FULL NAMES: \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE  
(Duly authorised to sign on behalf of the tenderer)

\_\_\_\_\_  
DATE

**IMPORTANT NOTES - DISBURSEMENTS**

1. Travelling to the site should be planned for two trips per month. For more than two trips per month, formal approval should be granted by Programme Manager (proof of written approval to be attached)
2. Extra project supervision/urgent meetings required must be approved after the submission of a written motivation by the Consultant.
3. Recommended vehicle maximum engine capacity is 2500cc (Claims for vehicles more than 2500cc will not be paid).
4. Disbursement Plans in line with project work must be approved by Programme Implementation Manager and the Programme Manager.
5. Distances from office of appointment as located in the nearest town, to project site will be strictly monitored by use of Google Maps.
6. PSP's are encouraged to suggest methods that will realise savings on disbursements (visits to more than one project per day and travelling in Teams using one Vehicle).
7. Fees claimed as disbursements must have Fee appraisals/Quotations for scope of work to be done by the engaged PSP/Sub-PSP (e.g Geotech,OHS,Social Facilitation, Land surveying ,etc).
8. Disbursements for work by engaged PSP/Sub-PSP to be attached as per the template (e.g Geotech,OHS,Social Facilitation, Land surveying ,etc).
9. Disbursement rates for all disciplines will be as per the Department of Public Works' "Rates for reimbursable expenses".
10. Unrealistic and over-stated Disbursement forecasts/estimates on printing, typing, photocopying, etc will not be considered.
11. Submission of disbursement plans without the Google Maps print-out of route and mileage will not be considered.
12. The format of this template is designed to ensure standardisation and uniformity across the IDT and it is not to be amended or changed without prior permission from the IDT.
13. Maximum of two key personnel, should claim per trip to the project site.

## T2.A12 SIGNED CONFIDENTIALITY AGREEMENT

The consultant acknowledges that confidential information has been and will be provided to the consultant and that each item of confidential information shall be governed by the terms of this agreement. The consultant, including its management and staff, must before commencement of the contract, sign a non-disclosure agreement regarding confidential information and will be required to complete a security clearance for each resource participating on this project.

1. For the purposes of this agreement "confidential information" means:

- 1.1 Unless specified in writing to the contrary by the contracting authority all and any information (whether in documentary form, oral, electronic, audio-visual, audio-recorded or otherwise including any copy or copies of drawings, site layouts thereof and whether scientific, commercial, financial, technical, operational or otherwise) relating to the contracting authority, the supply of goods under the contract and all and any information supplied or made available to the consultant (to include employees, agents, subcontractors and other suppliers) for the purposes of the contract(s); and
- 1.2 Any and all information which has been derived or obtained from information described in sub-paragraph 1.1

2. Save as may be required by law, the consultant agrees in respect of the confidential information:

- 2.1 To treat such confidential information as confidential and to take all necessary steps to ensure that such confidentiality is maintained;
- 2.2 Not, without the prior written consent of the contracting authority, to communicate or disclose any part of such confidential information to any person except:
  - i To those employees, agents, subcontractors and other suppliers on a need to know basis; and/or
  - ii To the consultant's auditors, professional advisers and any other persons or bodies having a legal right or duty to have access to or knowledge of the confidential information in connection with the business of the consultant provided always that the consultant shall ensure that all such persons and bodies are made aware, prior to disclosure, of the confidential nature of the confidential information and that they owe a duty of confidence to the contracting authority; and shall use all reasonable endeavours to ensure that such persons and bodies comply with the provisions of this agreement.

3. The consultant undertakes:

- 3.1 To comply with all directions of the contracting authority with regard to the use and application of all and any confidential information or data.
- 3.2 To comply with all directions as to local security arrangements deemed reasonably necessary by the contracting authority including, if required, completion of documentation under the relevant authority and comply with any vetting requirements of the contracting authority including by police authorities;
- 3.3 Upon termination of the contract for whatever reason to furnish to the contracting authority all confidential information or at the written direction of the contracting authority to destroy in a secure manner all (or such part or parts thereof as may be identified by the contracting authority) confidential information in its possession and shall erase any confidential information held by the contractor in electronic form. the contractor will upon request furnish a certificate to that effect should the contracting authority so request in writing. for the avoidance of doubt "document" includes documents stored on a computer storage medium and data in digital form whether legible or not; and
- 3.4 To comply with the requirements of data protection law and such guidelines as may be issued by the data protection commissioner from time to time.

4. The consultant shall not obtain any proprietary interest or any other interest whatsoever in the confidential information furnished to him by the contracting authority and the contractor so acknowledges and confirms.

5. The consultant shall, in the performance of the contract, access only such hardware, software, infrastructure, or any part of the databases, data or ict system(s) of the contracting authority as



may be necessary for the purposes of the project (and obligations thereunder or arising therefrom) and only as directed by the contracting authority and in the manner agreed in writing between the parties.

6. The consultant agrees that this agreement will continue in force notwithstanding any court order relating to the project or termination of the contract (if awarded) for any reason.

7. The consultant agrees that this agreement shall in all aspects be governed by and construed in accordance with the laws of south Africa and the contractor hereby further agrees that the courts of south Africa have exclusive jurisdiction to hear and determine any disputes arising out of or in connection with this agreement.

**\*Please note that this is a compulsory returnable document**

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

Full Name of bidder or his or her representative:

---

Identity Number:

---

Position occupied in the Company (director, shareholder etc.):

---

Company Registration Number:

---

Tax Reference Number:

---

VAT Registration Number:

---

Signature:

---

Date:

---

**T2.B13 B-BBEE CERTIFICATE**

*Attached hereto is my / our original or original certified copy of my / our B-BBEE Certificate issued by a verification agency accredited by SANAS. My failure to submit the certificate with my / our bid document will lead to the conclusion that I am / we do not wish to claim preference points in terms of my / our B-BBEE status.*

***(Note: Joint Venture and Consortium to submit a consolidated B-BBEE certificate)***

## **REQUIRED RETURNABLE QUALITY /FUNCTIONALITY EVALUATION DOCUMENTS**

**T2.B14: FIRM'S EXPERIENCE ON SIMILAR PROJECTS**

The Bidder shall provide details of their relevant experience on refurbishment/renovations/upgrade of (brown field) projects above R20 million completed in the past 10 years. In support tenderers are to complete the "Project Experience" returnable schedule below and attach thereto certified copies of (a) Letters of Appointment, and (b) all the relevant Completion Certificates.

PROJECT NAME	BRIEF PROJECT DESCRIPTION	Employer Details			PROJECT VALUE (Including VAT)	START DATE	COMPLETION DATE
		Name	Telephone	Email			
<b>A</b>							
<b>B</b>							
<b>C</b>							
<b>D</b>							
<b>E</b>							

## T2.B15.1 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule.

### REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

#### PROJECT A:

Type of Project: .....

Employer: .....

Contract Amount: .....

Contract Duration: .....

Actual Contract Duration:.....

#### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Satisfactory	3	
Poor	2	
Not Acceptable	1	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....  
 .....

Employer's contact person: .....

Telephone:.....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature:.....

Date:.....

STAMP

## T2.B15.2 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule.

### REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

#### PROJECT B:

Type of Project : .....

Employer: .....

Contract Amount: .....

Contract Duration: .....

Actual Contract Duration:.....

#### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Satisfactory	3	
Poor	2	
Not Acceptable	1	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

.....

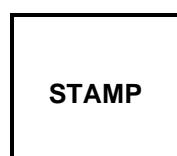
Employer's contact person: .....

Telephone:.....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature:.....

Date:.....



### T2.B15.3 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule.

#### REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

#### PROJECT C:

Type of Project: .....

Employer: .....

Contract Amount: .....

Contract Duration: .....

Actual Contract Duration:.....

#### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Satisfactory	3	
Poor	2	
Not Acceptable	1	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

.....

Employer's contact person: .....

Telephone:.....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature:.....

Date:.....



## T2.B15.4 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Employer Reference Scorecards” will be completed by each of the respective Employers for the projects listed in the “Relevant Experience” returnable schedule.

### REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

**PROJECT D:**

Type of Project: .....

Employer: .....

Contract Amount: .....

Contract Duration: .....

Actual Contract Duration:.....

### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Satisfactory	3	
Poor	2	
Not Acceptable	1	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

.....

Employer's contact person: .....

Telephone:.....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature:.....

Date:.....

**STAMP**



## T2.B15.5 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Employer Reference Scorecards" will be completed by each of the respective Employers for the projects listed in the "Relevant Experience" returnable schedule.

### REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

#### PROJECT E:

Type of Project: .....

Employer: .....

Contract Amount: .....

Contract Duration: .....

Actual Contract Duration:.....

#### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Satisfactory	3	
Poor	2	
Not Acceptable	1	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

.....

Employer's contact person: .....

Telephone:.....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature:.....

Date:.....

STAMP

## T2.B15.6 EVALUATION SCHEDULE: EXPERIENCE ON SIMILAR PROJECTS REFERENCES

The Bidder shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Employer Reference Scorecards” will be completed by each of the respective Employers for the projects listed in the “Relevant Experience” returnable schedule.

### REPORT ON BIDDER'S COMPETENCE & PERFORMANCE ON A SIMILAR PROJECT FOR BID RECOMMENDATION PURPOSES

The following are to be completed by the Employer and is to be supported in each case accompanied by Signed Appointment Letter; (ii) Signed and Stamped Reference (in the form issued to the bidder)

#### PROJECT F:

Type of Project: .....

Employer: .....

Contract Amount: .....

Contract Duration: .....

Actual Contract Duration:.....

#### RATE SERVICE PROVIDER ON THEIR OVERALL PERFORMANCE

DESCRIPTION	SCORE	TICK APPROPRIATE SCORING
Very Good	5	
Good	4	
Satisfactory	3	
Poor	2	
Not Acceptable	1	

Any other remarks considered necessary to assist in evaluation of the Service Provider?

.....

.....

Employer's contact person: .....

Telephone:.....

I hereby declare that to the best of my knowledge, information completed above is true and correct and I understand that I will be held responsible for any misrepresentation.

Employer Signature:.....

Date:.....

STAMP

**T2.B16 KEY PERSONNEL ASSIGNED TO THE WORK**

The Bidder shall insert in the spaces provided on the following pages details of the key personnel required to be in the employment of the bidder or other organization, in order for the bidder to be eligible to submit a bid for this project. Certified proof of qualifications and professional registration must be appended to these schedules, together with the Curriculum Vitae of each individual. Failure to attach them will result in a disqualification.

The Bidder shall list below the personnel that s/he intends to utilize on the Works, including key personnel that may have to be brought in from outside if not available locally. The proposed personnel cannot be replaced without an approval of the employer.

No.	CATEGORY OF EMPLOYEE	NUMBER OF PERSONS	
		KEY PERSONNEL, PART OF THE FIRM'S ORGANISATION	
		HDI	NON-HDI
1.			
2.			
3.			
4.			
5.			

Insert in the table below the key personnel and their proposed function

**SCHEDULE OF KEY ALLOCATED TO THE PROJECT**

No.	Key Person Name	Proposed Function	Professional Registration	Years of Experience
1.				
2.				
3.				
4.				

## T2.B17.1 KEY PERSONNEL 1: CURRICULUM VITAE OF KEY PERSONNEL

***(Comprehensive CVs, certified copies of qualifications and registration certificates for key personnel are required and must be attached)***

<b>Name:</b>		<b>Date of birth:</b>
<b>Profession:</b>		<b>Nationality:</b>
<b>Qualifications:</b>		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number: —
Professional Body:	Category of Registration:	Registration Number:
<b>Name of Employer (firm):</b>		
<b>Current position:</b>		<b>Years with firm:</b>
<b><u>Employment Record:</u></b>		
<b><u>Experience Record Pertinent to Required Service:</u></b>		

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

DATE

INCUMBANT'S IDENTITY NUMBER

## T2.B17.2 KEY PERSONNEL 2: CURRICULUM VITAE OF KEY PERSONNEL

***(Comprehensive CVs, certified copies of qualifications and registration certificates for key personnel are required and must be attached)***

<b>Name:</b>		<b>Date of birth:</b>
<b>Profession:</b>		<b>Nationality:</b>
<b>Qualifications:</b>		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number: —
Professional Body:	Category of Registration:	Registration Number:
<b>Name of Employer (firm):</b>		
<b>Current position:</b>		<b>Years with firm:</b>
<b><u>Employment Record:</u></b>		
<b><u>Experience Record Pertinent to Required Service:</u></b>		

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....  
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....  
DATE

INCUMBANT'S IDENTITY NUMBER

## T2.B17.3 KEY PERSONNEL 3: CURRICULUM VITAE OF KEY PERSONNEL

***(Comprehensive CVs, certified copies of qualifications and registration certificates for key personnel are required and must be attached)***

<b>Name:</b>		<b>Date of birth:</b>
<b>Profession:</b>		<b>Nationality:</b>
<b>Qualifications:</b>		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number: —
Professional Body:	Category of Registration:	Registration Number:
<b>Name of Employer (firm):</b>		
<b>Current position:</b>		<b>Years with firm:</b>
<b><u>Employment Record:</u></b>		
<b><u>Experience Record Pertinent to Required Service:</u></b>		

### Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....  
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....  
DATE

INCUMBANT'S IDENTITY NUMBER

## T2.B18 APPROACH AND METHODOLOGY

*(The Bidder shall attach Methodology with a programme schedule reflecting the proposed sequence and tempo of execution of the various activities for the Scope of Work. The Methodology should address the following.*

1. Overall approach and methodology
2. Resourcing Structure (Organogram specifically addressing Projects Specifics per Province)
3. Project Plan (Gantt Chart) with clearly defined activities, milestones,
4. Risk Management Plan
5. Quality Management (Commissioning Plan)
6. Management of Stakeholder Management

SIGNATURE: ..... IDENTITY NUMBER: .....

*(of person authorised to sign on behalf of the Bidder)*

DATE:.....

## **T2.C21      CENTRAL SUPPLIER DATABASE**

*(Attached hereto is my / our Central Supplier Database report.)*

### **IMPORTANT NOTES:**

A full report of the CSD report is required showing all the company details such as, address, Tax Compliance, banking details etc.



## **T2.C22      TAX COMPLIANCE LETTER WITH A UNIQUE PIN**

*(Attached hereto is my / our Tax compliance letter with a unique pin.)*

### **IMPORTANT NOTES:**

A full report of the Tax Compliance Certificate showing all the company details such as, address, Tax Compliance, banking details etc.

## **Part C1: Contract**

C1.1	Form of offer
C1.2	Contract data
C1.3	Special Conditions of Contract

## C1.1 FORM OF OFFER

**BID No: IDT-**

**APPOINTMENT OF A BUILT ENVIRONMENT PROFESSIONAL SERVICE PROVIDERS WITH MEDICAL GAS INSTALLTIONS EXPERIENCE FOR THE ROLL OUT AND IMPLEMENTATION OF PSA OXYGEN PLANTS AT IDENTIFIED HOSPITALS IN SOUTH AFRICA.**

### C1.1 Form of Offer and Acceptance

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of a professional service provider to carry out; -

**APPOINTMENT OF A BUILT ENVIRONMENT PROFESSIONAL SERVICE PROVIDERS WITH MEDICAL GAS INSTALLTIONS EXPERIENCE FOR THE ROLL OUT AND IMPLEMENTATION OF PSA OXYGEN PLANTS AT IDENTIFIED HOSPITALS IN SOUTH AFRICA**

The bidder, identified in the Offer signature block, has examined the documents listed in the Bid Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Bid.

By the representative of the bidder, deemed to be duly authorised, signing this part of this Form of Offer the bidder offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IN REFERENCE TO T2.A11.3 IS:**

R..... (Professional fees + Disbursement fees) + (Discount if Applicable)

.....

.....(In words)

This Offer, with or without additional conditions, may be accepted by the Employer, through the employer's offer of appointment letter, which offer shall only become the appointment upon your acceptance thereof and your compliances with the conditions therein.

Signature .....  
(s)

Name(s) .....

Capacity .....

**For the bidder:** .....

*(Insert name and address of organisation)*

Name & signature  
of .....  
witness

Date  
.....

**C1.1.1 Schedule of Deviations**

By the duly authorised representatives signing this offer, the bidder agrees to and accepts the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the bid data and addenda thereto as listed in the bid schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the bidders and the employer during the bidding process.

1. Subject .....

Details .....

.....

.....

.....

2. Subject .....

Details .....

.....

.....

.....

3. Subject .....

Details .....

.....

.....

.....

4. Subject .....

Details .....

.....

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5. Subject .....

Details .....

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## **C1.2 BID CONTRACT DATA**

The Service Provider is advised to read the Professional Services Contract 3<sup>rd</sup> Edition of CIDB document 1014 contract in order to understand the implications of this Data which is required to be completed.

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

This services contract is based upon the **CIDB Standard Professional Services Contract**, published by the CIDB in July 2009.

The Contract Data shall have precedence in the interpretation of any ambiguity or Inconsistency between it and the **CIDB Standard Professional Services Contract**.

**APPOINTMENT OF A BUILT ENVIRONMENT PROFESSIONAL SERVICE PROVIDERS WITH MEDICAL GAS INSTALLATIONS EXPERIENCE FOR THE ROLL OUT AND IMPLEMENTATION OF PSA OXYGEN PLANTS AT IDENTIFIED HOSPITALS IN SOUTH AFRICA**

C1.2.1 Data Provided by the Employer

Clause	Amendments
Form of Offer and Acceptance Page 22-23	Delete this template and replace it with the Form of Offer contain in the Bid Document under <b>C1.1</b>
Schedule of Deviation Page 24	Delete this template and replace it with the Schedule of deviation contain in the Bid Document under <b>C1.1.1</b>
1	<p><b>DEFINITIONS</b></p> <p><b>Delete and replace the following to the Clause 1 “Definitions”:</b></p> <p><b>Contract</b> Shall include the latest <b>CIDB Standard Professional Services Contract</b>, Form of Offer, Accepted Proposal, Offer of Appointment, Standard Condition of Bid, Special Condition of Contract, the Scope of Work, the Price Data and any relevant addendum to the Bid Document issued by the employer prior to the closing date of the bid and any document referred to in the above-mentioned documents.</p> <p><b>Scope of Work</b> Shall be, over and above the services specified in <b>Part C3</b> of this document; include assisting and/or providing professional support, at no extra costs to the Employer, for Mediation and/or Arbitration and/or Litigation, where the nature of dispute falls within the scope of work or services of the Service provider in terms of the Main Contract.</p> <p><b>Add the following definitions under Clause 1 “Definitions”:</b></p> <p><b>Base Town</b> Means the town closest to the project site between the Service provider’s bidding office and the IDT’s regional office managing the project. Cape Town.</p> <p><b>Confidential Information</b> Means information disclosed by the Disclosing Party that (a) relates to the Disclosing Party’s past, present or future research, development, business activities, products, services and technical knowledge, and (b) either has been identified in writing as confidential or is of such a nature (or has been disclosed in such a way) that it should be obvious to the other Party that it is claimed as confidential. As used herein, the Party disclosing Confidential Information is referred to as the “Disclosing Party” and the Party receiving the Confidential Information is referred to as the “Recipient” or “the Receiving Participant.”</p> <p><b><u>Duration of the Contract:</u></b> The Period of contract shall be from the start date until the Service Provider has completed all Deliverables in accordance with the Scope of Services.</p>

Clause	Amendments
	<p><b>Force Majeure:</b> means prevention, restriction, delay or failure to comply with or breach of any of the terms and conditions of this Contract if occasioned by or resulting from an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil strife, riot, strikes, blockade, embargo, sanctions, epidemics, act of any Government or other Authority, compliance with Government orders, demands or regulations, or any circumstances of like or different nature beyond the reasonable control of the Party so failing.</p> <p><b>Signature Date:</b> Means the date of signing this Contract by the last Party</p>
3.7	<p><b>CONFIDENTIAL INFORMATION</b></p> <p><b>Delete and replace Clause 3.7 with the following:</b></p> <p>1.7.1 From time to time during the duration of this Contract, Confidential Information may be given by one Party to this Contract ("the Disclosing Party") to the other Party ("the Recipient").</p> <p>1.7.2 The Receiving Party will treat and keep all Confidential Information as secret and confidential and will not, without the Disclosing Party's written consent, directly or indirectly communicate or disclose (whether in writing or orally or in any other manner) Confidential Information to any other person other than in accordance with the terms of this Contract.</p> <p>1.7.3 The Receiving Party will only use the Confidential Information for the sole purpose of complying with its obligations under this Contract.</p> <p>1.7.4 Notwithstanding clause <b>3.7.1</b> the Receiving Party may disclose Confidential Information:</p> <p>1.7.4.1 to those of its Agents who strictly need to know the Confidential Information for the sole purpose set out in clause 3.7 (Confidential Information) provided that the Receiving Party shall ensure that such Agents are made aware prior to the disclosure of any part of the Confidential Information that the same is confidential and that they owe a duty of confidence to the Disclosing Party on the same terms as contained in this Contract. The Receiving Party shall at all times remain liable for any actions of such Agents that would constitute a breach of this Contract; or</p> <p>1.7.4.2 to the extent required by law or the rules of any applicable regulatory authority, subject to clause <b>3.7.5</b> below.</p> <p>1.7.5 If the Receiving Party is required to disclose any Confidential Information in accordance with clause above, it shall promptly notify the Disclosing Party so that the Disclosing Party may have an opportunity to prevent the disclosure through appropriate legal means and the Receiving Party shall co-operate with the Disclosing Party regarding the form, nature, content and purpose of such</p>

Clause	Amendments
	<p>disclosure or any action which the Disclosing Party may reasonably take to challenge the validity of such requirement.</p> <p>1.7.6 The contents and the existence and the scope of this Contract are Confidential Information.</p> <p>1.7.7 If any Confidential Information is copied, disclosed or used otherwise than as permitted under this Contract then, upon becoming aware of the same, without prejudice to any rights or remedies of the Disclosing Party, the Receiving Party shall as soon as practicable notify the Disclosing Party of such event and, if requested by the Disclosing Party, take such steps (including the institution of legal proceedings) as shall be necessary to remedy (if capable of remedy) the default and/or to prevent further unauthorised copying, disclosure or use.</p> <p>1.7.8 Notwithstanding whether the Receiving Party uses the Confidential Information in accordance with this Contractor not (including modifying or amending the Confidential Information), all Confidential Information shall remain the property of the Disclosing Party and its disclosure shall not confer on the Receiving Party any rights of the Disclosing Party (or its Agents), including Intellectual Property rights, over the Confidential Information whatsoever beyond those contained in this Contract.</p> <p>1.7.9 Use by the Receiving Party of any Confidential Information in accordance with the terms of this Contract will not infringe the Intellectual Property of any other person and no notification of any actual or potential claim alleging such infringement has been received by the Disclosing Party.</p> <p>1.7.10 The Receiving Party agrees to ensure proper and secure storage of all Confidential Information and any copies thereof to at least the same standard as the Receiving Party keeps its own Confidential Information. The Receiving Party shall not make any copies or reproduce in any form any Confidential Information except for the purpose of disclosure as permitted in accordance with this Contract.</p> <p>1.7.11 The Receiving Party shall keep a written record, to be supplied to the Disclosing Party upon request, of the Confidential Information received and any copies made thereof and, so far as is reasonably practicable, of the location of such Confidential Information and any copies thereof.</p> <p>1.7.12 Without prejudice to any other rights or remedies of the Disclosing Party, the Receiving Party acknowledges and agrees that damages would not be an adequate remedy for any breach by it of the provisions of this clause <b>3.7.2</b> and that the Disclosing Party shall be entitled to seek the remedies of injunction, specific performance and other equitable relief for any threatened or actual breach of any such provision by the Receiving Party or its Agents, and no proof of special damages shall be necessary for the enforcement of the rights under this clause <b>3.7.2</b>.</p>
<b>3.8</b>	<b>VARIATIONS</b>
	<b>Add clause 3.8.4</b>



Clause	Amendments
3.8.4	<p>3.8.4 When the Services Provider play the role of principal agent, the service provider shall not have the power to approve any deviation or variation which has financial implications on the Employer without the necessary written approval of the Employer, except under emergency circumstances wherein failure to undertake the work may result in loss of life.</p>
3.8.5	<p><b>Add clause 3.8.5</b></p> <p>3.8.5 When the Services Provider play the role of principal agent, the service provider shall not have the power to approve any extension of time to the contract period of the contract signed between the Employer and the Contractor which has financial implications on the Employer without the necessary written approval of the Employer, except under emergency circumstances wherein failure to undertake the work may result in loss of life.</p>
3.12	<p><b>PENALTY</b></p> <p><b>Replace Clause 3.12.1 with the following:</b></p> <p>3.12.1 If due to his negligence, or for reason within his control, the service provider does not perform the services within in the period of performance, the employer shall without prejudice to his other remedies under de contract or in law, be entitled to levy a penalty for everyday or part thereof, which shall elapse between the end of the period specified for performance, or an extended period of performance, and the actual date of completion. Minimum penalty prescribed at R1 500,00 per day or 1% of the total professional fees, whichever is the greater. Notwithstanding the prescribed minimum penalty, the Employer reserves the right to claim the actual cost incurred as a result of the breach, from the date of failure to rectify the default.</p>
4	<p><b>EMPLOYER'S OBLIGATIONS</b></p> <p><b>Add sub-clause 4.7, 4.8 and 4.9</b></p> <p>4.7 The employer shall pay the service provider the contract price in accordance with the form of offer applying the relevant percentage as stated in clause 3.2.5 of part C3 (Scope of Services)</p> <p>4.8 Notwithstanding the provision of the Construction Contract, the Service provider shall not have the power to approve any deviation or variation which has financial implications without the necessary written approval from the Employer, except under circumstances when required to do so by any applicable law or when arising from an emergency as defined in the PPPFA. The service provider shall notify the employer of this kind of deviation or variation as soon as it is practically possible.</p> <p>4.9 Should the service provider authorize the contractor to carry out the work without the written approval from the Employer, the Service provider shall not be entitled to professional fees and disbursements relating to the portion of work irregularly sanctioned, irrespective of whether such work was necessary or not. Further, the employer reserves its right to recover / claim for damages from the service provider.</p>
5	<p><b>SERVICE PROVIDER'S OBLIGATIONS</b></p>
5.3	<p><b>Designated Representative</b></p> <p>Add sub clauses 5.3.1:</p>

Clause	Amendments
	<p>5.3.1 The service provider's lead representative designated for the project shall be a professionally registered person with the SACAP as Professional Architect.</p>
5.4	<p><b>Insurance to be taken by the Services Provider</b></p> <p>Add sub clauses <b>5.4.3</b> to <b>5.4.7</b>:</p> <p>5.4.3 The Service provider shall take out a minimum insurance policy for Professional Indemnity in the amount of at least <b>R2 000 000.00 (Two Million Rand) or twice your estimated fees</b>, whichever is the highest, and shall within 10 days of signature of this Contract, provide a certificate of such insurance from a registered Financial Service Provider.</p> <p>5.4.4 In the case of a Consortium or Joint Venture, each member of the Consortium or a Joint Venture shall have a separate minimum professional indemnity insurance cover in accordance with clause 5.4.3 above.</p> <p>5.4.5 The Service provider shall maintain the professional indemnity insurance policy for the duration of the Service provider's liability in terms of this Contract and shall from time to time at the Employer's request, provide a certificate of insurance.</p> <p>5.4.6 The service provider hereby cedes and assigns his right to claim, under its professional indemnity insurance policy to the IDT for the duration of the Service provider's liability. The cession of rights to the IDT does not preclude the service provider from claiming directly from its insurances.</p> <p>5.4.7 The employer may, at any time during the course of the project and after the consideration of the risk associated with the project, apply retention of 5% of each outstanding invoice.</p>
5.5	<p><b>Service Provider 's actions requiring Employer's prior approval</b></p> <p><b>Add the sub-clause 5.5.1 and 5.5.2</b></p> <p>5.5.1 The Service provider shall not accept an instruction from any party, including beneficiary Department, other than the employer.</p> <p>5.5.2 In the case where the Service provider is the Principal Agent or Project Manager, the Service Provider shall only certify the contractor's interim payment certificate after the 'statement of amounts certified' (certification of work) has been reviewed and signed-off by the IDT's designated official (Programme Implementation Manager or Programme Manager).</p>
5.8	<p><b>Registration with the Central Supplier Database</b></p> <p><b>Add clause 5.8</b></p> <p>4.8 Services providers are required to provide proof of registration with the Central Supplier Database (CSD) from National Treasury. The services providers shall ensure that their registration stays valid in the CSD during the duration of the contract.</p>

Clause	Amendments
<b>8.4</b>	<b>TERMINATION</b>
	<b>FORCE MAJEURE</b>
	Delete sub-clause 8.3.3
<b>8.4.1(c)</b>	Amend default notice period from 30 days to 14 days.
<b>8.4.1(d)</b>	<p>Delete clause 8.4.1(d) and replace it with the following:</p> <p>(d) In the event that either party:-</p> <ul style="list-style-type: none"> <li>i. commits an act of insolvency; or</li> <li>ii. is placed under a provisional or final winding-up or judicial management order; or</li> <li>iii. is placed under or applied for business rescue; or</li> <li>iv. makes an assignment of more than 25% of either its right and/or its obligation for the benefit of the third party without the written consent of either party; or</li> <li>v. the Service provider is not professionally registered or changes directorship during the course of the project, resulting in the contravention of any professional statutory requirement; or</li> <li>vi. fails to satisfy or take steps to have set aside any judgment taken against it within 14 (Fourteen) business days after such judgment has come to its notice,</li> </ul>
<b>8.4.1.(f)</b>	<p>Add clause 8.4.1(f) with the following:</p> <p>(d) If the deliverable or part thereof or the report are not to the satisfaction of the Employer.</p>
<b>8.4.2</b>	Amend default notice period from 30 days to 14 days.
<b>8.4.4</b>	<p>Delete clause 8.4.4 and replace it with the following:</p> <p>8.4.4 Upon termination of this contract pursuant to clauses 8.4.1 or 8.4.3, the employer shall remunerate the service provider in terms of the contract for services satisfactorily performed prior to the effective date of termination.</p>
<b>8.4.6</b>	<p>Add Clause 8.4.6</p> <p>8.4.6 If the Service Provider commits any breach of this Contract and fails to remedy such breach within 14 days ("Notice Period") of written notice requiring the breach to be remedied, then the Employer will be entitled, at its option –</p> <p>8.4.6.1 to claim immediate specific performance of any of the Service Provider obligations under this Contract, with or without claiming damages, whether or not such obligation has fallen due for performance and to require the Service Provider to provide security to the satisfaction of the Employer for the Service Provider obligations; or</p> <p>8.4.6.2 to suspend further payments to the Service Provider; or</p>

Clause	Amendments
	<p>8.4.6.3 in the event of emergency, to appoint temporary Service Provider(s) to rectify the breach, in which event the Service Provider shall be held liable for costs incurred in rectifying the breach; or.</p> <p>8.4.6.4 to cancel this Contract, with or without claiming damages, in which case written notice</p> <p>8.4.6.5 of the cancellation shall be given to the Service Provider, and the cancellation shall take effect on the giving of the notice.</p>
<b>8.4.7</b>	<p>Add Clause 8.4.7</p> <p>8.4.7 Neither Party shall be entitled to cancel this Contract unless the breach is a material breach. A breach will be deemed to be a material breach if –</p> <ul style="list-style-type: none"> <li>i. it is capable of being remedied, but is not so remedied within the Notice Period; or</li> <li>ii. it is incapable of being remedied and payment in money will compensate for such breach but such payment is not made within the Notice Period.</li> </ul>
<b>8.4.8</b>	<p>Add Clause 8.4.8</p> <p>8.4.8 Should Employer give notice of termination of this Contract in terms of this <b>clause 8.4</b> then, notwithstanding any dispute about the validity or efficacy of such notice, the Service provider shall immediately cease any work.</p>
<b>8.5</b>	<p><b>SUSPENSION</b></p> <p>Delete clause 8.5.2 and replace with the following clauses;</p> <p>8.5.2 The service provider may, without prejudice to its right to cancel, suspend the whole or part of the services in the occurrence of the events listed in clause 8.4.3.</p> <p>8.5.3 When services are suspended, the services provider shall be entitled to a pro-rata payment for the valid and acceptable services undertaken as at the date of suspension.</p>
<b>9</b>	<p><b>OWNERSHIP OF DOCUMENTS AND COPYRIGHT</b></p> <p>Delete clause 9 and replace with the following:</p> <p>9.1 In the event that, and as soon as, any Intellectual Property rights, particularly, but without limitation, copyright, come into existence in respect of documents on which the Services Provider works, this clause serves as an automatic assignment of all rights to any Intellectual Property in all works created during the course of the Services Provider's appointment in terms of this Contract to the Client.</p> <p>9.2 The above assignment shall be of all Intellectual Property rights, including, but without limitation, copyright, which came into existence along with all accrued rights therein, including the right to sue for infringement, which may have taken place prior to the date of recording any such assignments. The rights in or to the</p>

Clause	Amendments
	<p>Intellectual Property, as well as all the rights to any Intellectual Property in all works created during the course of the Service provider's appointment in terms of this Contract will vest in the Employer.</p> <p>9.3 The Service Provider shall, if and when so required by the Employer, and at the expense of the Employer, apply or join in applying for the registration of appropriate protection in respect of the Intellectual Property on behalf of the Employer and will, at the expense of the Employer, execute all documents and do all things necessary for vesting the protection and all right, title and interest in respect of the Intellectual Property in the Employer or in any person which the Employer may specify.</p>
10	<p><b>SUCCESSION AND ASSIGNMENT</b></p> <p><b>Add the sub-clause 10.6</b></p> <p>10.6 Neither party shall assign and/or cede its rights and/or obligations without the written consent of the other party, which consent shall not be unreasonable withheld.</p>
12	<p><b>RESOLUTION OF DISPUTES</b></p>
12.1	<p><b>Settlement</b></p> <p><b>Delete clause 12.1 and replace it with the following clauses:</b></p> <p>12.1.1 Without detracting from a party's right to institute action or motion proceedings in the High Court or any court of competent jurisdiction in respect of any dispute that may arise out of or in connection with this contract, the parties may, by mutual consent, follow the Mediation and/or Arbitration procedure as set out in clause <b>12.3</b> and <b>12.4</b> below.</p> <p>12.1.2 Notwithstanding any provisions of this contract, any party may approach any court of competent jurisdiction, on an urgent basis, without first exhausting the Mediation and/or Arbitration procedure referred to in this contract.</p>
12.2	<p><b>12.2 Negotiation</b></p> <p><b>Delete sub-clause 12.2 (Mediation) and replace it with the following clauses:</b></p> <p>12.2.1 Should any dispute, disagreement claim arise between the parties ("the dispute") concerning this contract, the parties shall try to resolve the dispute by negotiation. This entails that one party invites the other party in writing to meet and attempt to resolve the dispute within 5 (Five) days from the date of the written invitation.</p> <p>12.2.2 The Parties undertake to extensively consult with each other in the event of a dispute and to use their best endeavours to resolve such dispute amongst themselves without recourse to litigation.</p>
12.3	<p><b>12.3 Mediation</b></p> <p><b>Delete sub-clause 12.3 (Adjudication) and replace it with the following clauses:</b></p>

Clause	Amendments
	<p>12.3.1 In the event of any dispute arising between the parties, either party may declare a dispute by notice to the other party.</p> <p>12.3.2 Prior to litigation in terms of clause <b>12.1.2</b> above or submission of dispute to arbitration in accordance with clause <b>12.4</b> below, the matter may first be referred for mediation before the mediator appointed by agreement between the parties to the dispute. should the parties fail to reach an agreement within 10 (ten) business days of the demand for mediation, then any party to the dispute shall be entitled to forthwith call upon a duly authorised representative of the relevant professional statutory body to nominate the mediator.</p> <p>12.3.3 The mediator shall have absolute discretion in the manner in which the mediation proceedings shall be conducted.</p> <p>12.3.4 The mediator shall deliver a copy of his reasoned opinion to each party within twenty one (21) days of his appointment.</p> <p>12.3.5 The opinion so expressed by the mediator shall be final and binding on the parties, unless either party within twenty one (21) days of the delivery of the opinion, notifies the other party of its unwillingness to accept the said opinion, in which event the dispute may be referred to arbitration or to any competent court with jurisdiction.</p> <p>12.3.6 The costs of mediation shall be determined by the mediator and shall be borne equally by the parties and shall be due and payable to the mediator on presentation to them of his written account.</p>
12.4	<p><b>12.4 ARBITRATION</b></p> <p><b>Delete sub-clauses 12.4 and replace it with the following clauses</b></p> <p>12.4.1 In the event of the parties, or any of them, failing to accept the ruling of the mediator and subject to clause <b>12.2</b> above, the matter in dispute <u>may</u> be referred to arbitration, by written agreement between the parties. The arbitrator shall at the written request of either party be appointed by the secretary of the Arbitration Foundation of Southern Africa ("AFSA"). The arbitration shall be conducted in accordance with the AFSA Commercial Rules, which arbitration shall be administered by AFSA.</p> <p>12.4.2 Should AFSA, as an institution, not be operating at that time or not be accepting requests for arbitration for any reason, then the arbitration shall be conducted in accordance with the AFSA rules for commercial arbitration (as last applied by AFSA) before an arbitrator appointed by agreement between the parties to the dispute or failing to reach an agreement within 10 (ten) business days of the demand for arbitration, then any party to the dispute shall be entitled to forthwith call upon the chairperson of the Johannesburg Bar Council to nominate the arbitrator, provided that the person so nominated shall be an advocate of not less than 10 (ten) years standing as such. The person so nominated shall be the duly appointed arbitrator in respect of the dispute. In the event of the attorneys of the parties to the dispute failing to agree on any matter relating to the administration of the arbitration, such matter shall be</p>

Clause	Amendments
	<p>referred to and decided by the arbitrator whose decision shall be final and binding on the parties to the dispute.</p> <p>12.4.3 Any party to the arbitration may appeal the decision of the arbitrator or arbitrators in terms of the AFSA rules for commercial arbitration.</p> <p>12.4.4 Nothing herein contained shall be deemed to prevent or prohibit a party to the arbitration from applying to the appropriate court for urgent relief.</p> <p>12.4.5 Any arbitration in terms of this clause <b>12.4</b> (including any appeal proceedings) shall be conducted in camera and the Parties shall treat as confidential details of the dispute submitted to arbitration, the conduct of the arbitration proceedings and the outcome of the arbitration.</p> <p>12.4.6 This clause <b>12</b> will continue to be binding on the Parties notwithstanding any termination or cancellation of the Contract.</p> <p>12.4.7 The Parties agree that the written demand by a party to the dispute in terms of clause <b>12.4.1</b> that the dispute or difference be submitted to arbitration is to be deemed to be a legal process for the purpose of interrupting extinctive prescription in terms of the Prescription Act, 1969.</p> <p>12.4.8 The costs of arbitration shall be determined by the arbitrator or AFSA and shall be borne equally by the parties and shall be due and payable to the arbitrator on presentation to them of his written account.</p> <p>12.4.9 Should one party fail to pay its share of any administration fee or cost when requested by the AFSA Secretariat, that party shall automatically be excluded to participate in the arbitration process so long as that party is in default of payment. Where one party is excluded by reason of default, the Secretariat will revise the fees payable by the remaining party to cover all costs and expenses, subject to the right of the paying party to recover, if so ordered by the arbitrator, from the non-paying party.</p> <p>12.4.10 Under no circumstances should the matter proceed to arbitration without a written notice to the other party, irrespective of the fact that the party is legally represented. The notice referred to herein shall be transmitted fifteen (15) days prior to the date of the hearing.</p>
<b>13</b>	<b>LIABILITY</b>
<b>13.4</b>	<p><b>Duration of Liability</b></p> <p>Delete clause 13.4 and replace it with the following:</p> <p>13.4 All claims against the Service provider shall lapse after a minimum liability period of ten (10) years, subject to statutory limitations, which period shall commence on the date of final completion of the project or the date of termination of the contract.</p>
<b>13.5</b>	<p><b>Limit of compensation</b></p> <p>Delete clause 13.5.1 and replace it with the following:</p> <p>13.5.1 The maximum amount of compensation payable by the either party in respect of liability under the contract is limited to three times the sum stated in clause 5.4.3 of this document.</p>
<b>14</b>	<b>REMUNERATION AND RE-IMBURSEMENT OF SERVICE PROVIDER</b>
<b>14.2</b>	

Clause	Amendments
	<p>Delete second paragraph of 14.2 and replace it with the following:</p> <p style="padding-left: 40px;">Employer may be liable for default interest rate at the repo rate plus 2% applicable from time to time should payment not be being made within fifteen (15) days from the due date.</p> <p>Add sub-clauses 14.5 to 14.14:</p> <p>14.5 The applicable rate for disbursement shall be the latest applicable Department of Public Works' rate of reimbursable expense.</p> <p>14.6 Where reimbursable item is not covered by Department of Public Works' Rate of Reimbursable Expense, the relevant applicable gazetted guideline on "expenses and cost" shall become applicable.</p> <p>14.7 The Employer shall only be liable for the travel related disbursement claim from base town to the project site.</p> <p>1.8 The employer shall not be liable for additional fees occasioned by a service provider's negligent act or omission in the performance of the services.</p> <p>1.9 The Service provider shall render monthly invoices to the Employer reflecting actual services rendered and deliverables completed in terms of this contract, coupled with any other original supporting documentation, as may be required by the <b>employer</b>.</p> <p>1.10 Billing for services rendered during the construction stage shall be based on the value of work done by the contractor as opposed to the estimated fees.</p> <p>1.11 Subject to clause 14.8, fees arising from the extension of construction period shall be negotiated and agreed upon by the parties in writing.</p> <p>1.12 Employer shall be entitled to apply a set-off in circumstance where it has a legitimate and liquid claim against the Service provider from which a valid invoice has been received.</p> <p>1.13 The Employer reserves the right to demand a valid Tax Clearance Certificate prior to making any payment to the Service Provider, should it become aware that the tax clearance certificate has expired.</p> <p>1.14 The Service Provider shall submit the valid Tax Clearance Certificate within fifteen (15) working days or any extended period, from the date of expiry of the Tax Clearance Certificate.</p>
A9 – A20	
	<p><b>SIGNATURE OF THE PARTIES</b></p> <p>Signed at ..... on this the ..... day of .....<b>2020</b></p> <p><b>AS WITNESSES:</b></p>



Clause	Amendments
	<p>1. _____ _____</p> <p>For and on behalf of the <b>Employer: (insert name of the RGM)</b>, in his/her capacity as the Regional General Manager.</p> <p>2. _____ _____</p> <p>For and on behalf of the <b>Employer: (insert name of the PM)</b>, in his/her capacity as the Programme or Portfolio Manager.</p> <p>Signed at ..... on this the ..... day of ..... <b>2020</b></p> <p><b>AS WITNESSES:</b></p> <p>3. _____</p> <p>4. _____ _____</p> <p>For and on behalf of the <b>Service provider: (insert name of the signatory)</b>, in his/her capacity as (insert capacity), who hereby confirm that he/she is</p>

### C1.3 SPECIAL CONDITIONS OF CONTRACT

This Special Condition of Contract shall form part of the Main Contract between the Employer and the Service provider.

#### ADDITIONS TO THE MAIN CONTRACT AND THE CONTRACT DATA

##### C1.3.1 JOINT VENTURE CONTRACT

- a) Should the Joint Venture Contract be dissolved or any of the JV partner pull out the JV Contract for any reasons whatsoever, the Employer hereby reserves its right to terminate the contract with immediate effect.
- b) Should one JV partner pull out of the JV contract and the replacement JV partner does not meet or better the BBBEE threshold of the previous, the IDT shall be entitled to cancel the contract with immediate effect.

##### C1.3.2 SUBCONTRACTING

- a) A service provider awarded the contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher BBBEE status level than the person concerned, unless the contract is subcontracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

##### C1.3.3 STANDARD FOR DEVELOPEING SKILLS THROUGH CONTRUCTION WORKS

- a) The service provider shall provide structured mentorship and structural workplace learning in accordance with the **Standard For Developing Skills Through Construction Works**. The person to be trained may will be provided by IDT and salary will be paid from the provision for **Standard For Developing Skills Through Construction Works**. IDT. The cost to be incurred by the bidder included on their fees, should be the bidders time and physical resources to accomplish the items listed below:

Where the minimum requirement is expected from the bidder.

1. The trainee(s) shall be appointed for the duration of the not les than 12 month
2. The bidder shall, at the hand of recordkeeping, mentor the trainee(s) for a minimum of two days per week;
3. The bidder shall, at the hand of a workbook log, keep record of the work given to the trainee(s); and
4. The bidder shall price for the cost of the mentorship of the trainee(s) within the financial proposal.

##### C1.3.4 PERFORMANCE AND TERMINATION CONDITIONS FOR WP03

- a) The service provider will note that there will be performance conditions for the implantation of WP03, based on the performance review outcomes for WP02. This will be linked to possible terminations conditions due to poor performance.
- b) The will be termination conditions to be link to non-availability of budget from the client and/or to poor performance by the professional service provider.

## Part C2: PRICING DATA

### C2.1 Pricing Instructions

#### C2.1.1 Basis of remuneration, method of bidding and estimated fees

- C2.1.1.1 Professional fees for Mechanical Engineering Services will be paid based of the current Government ***Gazette No. 44333, Guideline Professional Fees, Scope of Services and Tariff for Persons Registered in Terms of the engineering Professional Act,46 of 2022***. The relevant alterations factors should apply, considering that we are implementing a renovations and alterations project.

The estimated construction cost of the projects:

Project	Value of works (Exc VAT)	Project Stages Applicable
ROLE OUT PSA OXYGEN PLANTS AT HOSPITALS IN SOUTH AFRICA	R184 575 000.00	Stage 3-6

- C2.1.2.3 Reimbursable rates for typing, printing and duplicating work and forwarding charges as set out under C2.2 herein will be paid in full.
- C2.1.2.4 Disbursements in respect of all travelling and related expenses including all travelling costs, time charges and subsistence allowances related thereto will be paid as specified in C2.3 herein.

### C2.2 Typing, printing and duplicating work and forwarding charges

#### C2.2.1 Reimbursable rates

The costs of typing, printing and duplicating work in connection with the documentation which must of necessity be done shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as adjusted from time to time and referred to below, is obtainable on the Employer's Website: <http://www.publicworks.gov.za/> under "Documents"; "Service providers Guidelines"; item 1.

#### C2.2.2 Typing and duplicating

If the Service Provider cannot undertake the work himself, he may have it done by another service provider which specialises in this type of work and he shall be paid the actual costs incurred upon submission of statements and receipts which have been endorsed by him confirming that the tariff is the most economical for the locality concerned.

- C2.2.3 **Typing and duplicating expenses** shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.

**C2.2.4 The typing of correspondence**, appendices and covering letters are deemed to be included in the fees.

## **C2.3 Travelling and subsistence arrangements and tariffs of charges**

### **C2.3.1 General**

The most economical mode of transport is to be used considering the cost of transport, subsistence and time. Accounts not rendered in accordance herewith may be reduced to an amount determined by the Employer.

As the tariffs referred to hereunder are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of the expenditure.

Where journeys and resultant costs are in the Employer's opinion related to a Service Provider's mal performance or failure, in terms of this Contract, to properly document or co-ordinate the work or to manage the Contract, no claims for such costs will be considered.

For traveling disbursement cost Pretoria will only be considered as the base location.

### **C2.3.2 Hired vehicles**

In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 2500 cc. Where use of a special vehicle is essential (e.g. four track or minibus to accommodate more people), prior approval in writing must be obtained from the Employer.

C2.3.3 This must be read in conjunction with the Returnable schedule T2.A11 IMPORTANT NOTES – DISBURSEMENTS

## Part C3: SCOPE OF SERVICES

### C3.1 Professional Service Provider's Objectives

- 3.1.1 The objective of this bid is to invite and appoint suitable Professional Service Providers for the Role Out of PSA Oxygen Plants at identified hospitals in South Africa.
- 3.1.2 The Service Provider shall provide **professional services as detailed in the Gazette No. 44333, Guideline Professional Fees, Scope of Services and Tariff for Persons Registered in Terms of the engineering Professional Act, 46 of 2022.** where applicable and any other services related to the scope of work in the built environment which may reasonably be required for the successful completion of an infrastructure delivery programme.
- 3.1.3 The Service Provider shall provide suitably qualified, experienced personnel registered with ECSA as a **Professional Engineer**, to undertake assignments relating to the delivery of the project/s as set out below as and when required during the Period of Performance.
- 3.1.4 Service providers will be appointed for stages 3 to 6 and will be expected to perform all activities and submit all deliverables as described in the relevant Government Gazette.
- 3.1.5 The fee applicable to each work stage will be apportioned for the applicable discipline according to the tables below:

<b>Mechanical Engineer (Building Projects)</b> Work Stages	<b>Applicable % for the relevant scope of service</b>
<b>Stage 1:</b> Project Initiation and Briefing – Not Applicable	0
<b>Stage 2: Concept</b> and Feasibility – Not Applicable	0
<b>Stage 3 :</b> Design Development	20%
<b>Stage 4 :</b> Tender Documentation and Procurement	20%
<b>Stage 5 :</b> Construction Documentation and Management	25%
<b>Stage 6 :</b> Project Close Out	15%

- 3.1.6 The Professional Service Provider will be appointed for the duration of the specific project. Service Providers are to note that once appointed, they will be expected to commence the work at possibly very short notices. This is due to the urgent nature of the projects. Failure to adhere to this may result in the service provider being removed from the project.

The scope of work includes the provision of engineering activities that will include , detail design, development documentation, construction supervision, close out and operation and maintenance supervision

The service provider will be expected to design three categories of plants; Small, Medium and Large Plants to the accommodate the requirements range of the facilities listed.

#### **Concept Design Stage (NOT APPLICABLE)**

This stage shall comprise the preparation and submission of a report outlining the plant layout and budget costs for consideration by the Client. This stage shall include the following:

- Providing general layouts
- Providing general layouts of the medical gases and medical equipment.
- A budget estimate,

### **Detailed Design**

This stage shall be a development of the preliminary design and shall include the following:

- The finalization of all design calculations clearly stating assumptions that had been made etc.(based on optimum requirements of the facility.
- Selection of equipment to meet design specifications and establishing whether their space and service requirements have been met.
- Establishing of all plant rooms and service routes.
- Development and finalization of detailed drawings to be used for tendering.
- Confirmation of electrical loads, structural loads, and builder's work schedules.

### **Tender Documentation**

This stage will comprise the documentation of all the information that has gone on to the earlier stages in such a manner that it may be used for competitive tendering of the plant installation and shall include the following:

- Production of a relevant material and workmanship specification.
- Preparation of equipment data sheets to reflect the design parameters and reflect selection of appropriate equipment.
- The preparation of a detailed schedule of quantities to reflect the exact work to be carried out and avoid any non-defined areas which may attract cost after tender award.
- Submission of the complete tender documentation and drawings to the client for review.
- Submission of a pre-tender budget.
- Review of all the tender documents and drawings with the client and making all necessary amendments before going out to tender.

### **Construction Supervision**

#### **Tender Compliance and Quality Checks**

- This stage will include ensuring that contractual obligations such as provision of insurance, surety, price fluctuation requirements are met.
- The contractor shall be required to submit equipment selections submittals, installation, and builders work drawings. These shall then be reviewed, and appropriate comments made to be taken on board by the contractor.
- A final update of electrical and structural loads based on the actual to be installed equipment shall also be done at this stage.
- The contractor shall be required to submit commissioning method statements for review, and it shall be ensured that all the necessary records are kept for future reference.

#### **Site Supervision**

- Attending site meetings and making periodic inspections. Assessment of payment claims against actual work done on site.

#### **Contract administration**

- Raising payment certificates for consideration by client, processing of contract variations and adjudicating on claims for extension of time and agreeing on final account.
- Ensure the contractor to comply and provide operation and maintenance manuals, as-built drawings, and guarantees/warranties of equipment during the works where appropriate.

## Defects liability period administration

- Ensuring that the contractor attends to defects and maintenance issues on time and keep a maintenance record. Final payment and release of retention monies held by the client shall also be done at the end of this stage.

## Operations and Maintenance Stage

Prospective bidders will act as “**Project Manager**” to manage and supervise the “36 MONTH CONTRACT: REPAIR, AND MAINTENANCE ON PSA OXYGEN PLANTS IN SOUTH AFRICA

Prospective bidders will be responsible for but not limited to:

- Perform the duties of the Project Manager as stipulated in the NEC 3 Engineering and Construction Contract A;
- Ensuring that services are delivered within maintenance and service schedules, specifications and agreed cost;
- Ensuring that the contract is properly implemented, managed, enforced, monitored and reported on;
- Record-keeping and maintenance of files, reports, check sheets, inspection sheets, inspection reports, equipment data, job cards, performance reports and OHS reports;
- Conducting monthly meetings, highlighting satisfactory contract issues, and performance reporting;
- Monthly performance reviews where non-performance of the contractor is identified and the reporting thereof;
- Contract risk management: manage identification of risk, monitoring and risk escalation, and develop a risk register;
- Conduct physical pre- and post- inspections, provide recommendation and the reports thereof;
- Review and approve maintenance requests and schedules;
- Carry out contract administration procedures in terms of the contract;
- Prepare schedules of predicted cash flow;
- Inspect the works for conformity to contract documentation;
- Review the outputs of quality assurance procedures and advise the contractor and client on adequacy and need for additional controls, inspections and testing;
- Review, adjudicate and resolve financial claims by contractors;
- Assist in the resolution of contractual claims by the contractor;
- Establish and maintain a financial control system;
- Witness and review of all tests and mock-ups carried out on site;
- Issue contract instructions as and when required as per the prescribed contractor arrangement with the client;
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- Inspect the equipment replacement and issue practical completion and defects lists; and
- Arranging for the delivery of all test certificates, including any Certificates of Compliance, statutory and other approvals, and record drawings and operating manuals.
- Conduct on the job training of the oxygen technicians serving under the NDoH Health Facilities Infrastructure Chief Directorate
- Ensure reporting on all the stages of the project

## Skills development requirements

The Professional Service Provider shall achieve in the performance of the contract the contract skills development goal established in this *Standard for developing skills through infrastructure contracts (March 2020)*

**A1.2** Where an employer requires that employees of the state be seconded to the Professional Service Provider contractor in order to be provided with structured workplace learning opportunities in accordance with the provisions of this standard, the following clause should be included in the scope of work:

**A1.3** The specified number of employees of the state is . . . . . The employer must provide a list of persons for selection by the contractor as prescribed in the implementation guidelines. Persons selected by the contractor shall be seconded to the contractor under the terms and conditions prescribed in the implementation guidelines.

**A1.4** Where the contract is part of a Strategic Infrastructure Project (SIPs) the contractor will be required to report to the Presidential Infrastructure Coordinating Council through the respective SIP Skills Coordinators linked to the office of the SIP Coordinator, using the approved PICC reporting template.

## **A2 SANCTIONS**

**A2.1** Sanctions should be provided for in the contract in the event that the contractor fails to substantiate that any failure to achieve the contract participation goal was due to quantitative under runs, the elimination of items, or any other reason beyond the contractor's control which may be acceptable to the employer.

**A2.2** Reference should be made to the CIDB Practice Note to be published on methodologies and mechanisms to be adopted for sanctions on contractors who fail to comply with the provisions of the Standard.



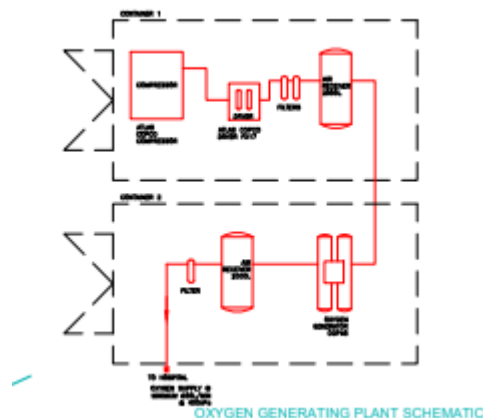
## 5. DESCRIPTION OF THE WORKS

The scope of work defined for this project will focus on the role out of PSA Oxygen Plants at 60 identified hospitals in South Africa. The concept design is provided by DOH, Therefore, the scope of the works entails Detailed Design, Design Documentation, Construction Supervision and Close Out stages.

The scope of the works entails but not limited to the following:

- a. The plant shall deliver oxygen to the hospital at a minimum rate of TBDL/min @ 400kPa.
- b. The purity of the oxygen delivered to the hospital shall be in accordance with SANS 7396-1 i.e. 93% +/- 3% by Volume
- c. The plant shall be manufactured to ISO13485 standards
- d. The major components of the Oxygen generating plant shall entail the following.
  1. Air Screw compressor
  2. Air dryer (DX type)
  3. 2000L air receiver
  4. Oxygen generating unit (PSA)
  5. 2000L Accumulator
  6. Filters
- e. The oxygen generator shall utilize pressure swing absorption (PSA) technology.

The typical Concept of the Oxygen generating plant is shown below:



The PSA oxygen plants development made up of the following parameters:

The role out of PSA Oxygen Plants is required at the identified hospitals. The identified hospitals will include the following

## Project List per Cluster

The bidder shall not that the client reserves the right to change the facilities if the need arises

**Table 2 – Cluster 1. PSA Oxygen Plants Health Facilities at KZN Regional:**

No	Region	Project Name	Total No Beds per Hospital
1.	KZN	Osindisweni Hospital	240
2.	KZN	Nkonjeni Hospital	207
3.	KZN	Christ the King Hospital	187
4.	KZN	Emmaus Hospital	156
5.	KZN	Bethesda Hospital	200
6.	KZN	Mbongolwane Hospital	196
7.	KZN	Appelsbosch Hospital	138
8.	KZN	St Andrews Hospital	261
9.	KZN	Umphumulo	146
10.	KZN	Mseleni Hospital	
11.	KZN	Benedictine hospital	403
12.	KZN	Greytown Hospital	
13.	KZN	Ceza district hospital	265
14.	KZN	Itshelejuba hospital	150
15.	KZN	Kwa-magwaza	141
<b>Subtotal</b>		<b>15 Projects</b>	<b>2 690</b>

**Table 2 – Cluster 2. PSA Oxygen Plants Health Facilities at LP & MP Regional:**

No	Region	Project Name	Total No Beds per Hospital
1.	LP	Donald Frazer Hospital	316
2.	LP	St Rita's Hospital	302
3.	LP	Warmbad Hospital	133
4.	LP	Seshego Hospital	180
5.	LP	Elim Hospital	320
6.	LP	Dilokong Hospital	324
7.	LP	Nkensani Hospital	360
8.	MP	Kwamhlanga Hospital	153
9.	MP	Provincial Hospital Piet Retief	145
10.	MP	Bernice Samuel Hospital	52
11.	MP	Tintswalo Hospital	423
12.	MP	Lydenburg Hospital	100
13.	MP	Mecklenburg Hospital (Limpopo)	105
14.	MP	Sabie Hospital	99
<b>Subtotal</b>		<b>14 Projects</b>	<b>3 012</b>

**Table 3** – Cluster 3. PSA Oxygen Plants Health Facilities at NC & NW Regional:

No	Region	Project Name	Total No Beds per Hospital
1.	NC	Calvinia (Abraham Esau) Hospital	33
2.	NC	Springbok(Dr Van Niekerk Hospital	40
3.	NC	Colesberg(Mane Dipeco) Hospital	45
4.	NC	Tshwaragano Hospital	214
5.	NC	Prieska Hospital	51
6.	NC	Kakamas Hospitals	51
7.	NC	Carnavon Hospital	25
8.	NW	Ganyesa District Hospital	60
9.	NW	Schweitzer Reineker Hospital	59
10.	NW	Gelukspan Hospital	184
11.	NW	Taung Hospital	198
12.	NW	Job shimakana Tabane Hospital	390
13.	NW	Klerksdorp (complex) Hospital	1015
14.	NW	Tshepong Hospital	
<b>Subtotal</b>		<b>14 Projects</b>	<b>2 281</b>

**Table 4** – Cluster 4. PSA Oxygen Plants Health Facilities at EC & FS Regional:

No	Region	Project Name	No of Beds
1.	EC	Holy Cross Hospital	180
2.	EC	Zitulele Hospital	146
3.	EC	Taylor Bequest Hospital (Mt Fletcher)	141
4.	EC	Fort Beaufort Hospital	70
5.	EC	Stutterheim Hospital	70
6.	EC	Empilisweni Hospital	113
7.	EC	Taylor Bequest Hospital (Matatiele)	204
8.	EC	Midland Hospital	70
9.	EC	Cradock Hospital	72
10.	FS	Elizabeth Ross Hospital	98
11.	FS	Moroka Missionary	180
12.	FS	Albert Nzula District Hospital	69
13.	FS	Senekal Hospital	55
<b>Subtotal</b>		<b>Projects</b>	<b>2 281</b>

**Table 5** – Cluster 5. PSA Oxygen Plants Health Facilities at GP Regional:

No	Region	Project Name	Total No Beds per Hospital
1.	GP	Tembisa Provincial Tertiary Hospital	840
2.	GP	Leratong Regional Hospital	813
3.	GP	Sedibeng Regional Hospital	800
4.	GP	Jubilee District Hospital	551
<b>Subtotal</b>		<b>Projects</b>	<b>3 004</b>

## **C3.2 General Requirements**

### **C3.2.1 Services**

The Services required shall generally be all professional services as defined in the Government Gazette for stage 1 to 6, unless otherwise reduced in writing.

The Service Provider shall be instructed by the Employer in writing to undertake specific assignments as additional services in terms of the contract as and when required during the contract period.

### **C3.2.2 Location**

TBD

### **C3.2.3 Project Programme**

The Service Provider shall prepare a detailed programme for the performance of the Service which shall be approved by the Employer. The programme shall be in sufficient detail to monitor the Service Providers performance.

No agreed milestones may be extended beyond the timeframes outlined in the programme without acceptable motivation and approval by the Employer.

### **C3.2.4 Reporting Requirements and Approval Procedure**

The Service Provider shall submit monthly progress reports, cost reports, cash flows and labour reports on the agreed date over and above site and technical meeting minutes required.

Notwithstanding any other requirements, the Service Provider shall submit a monthly report covering progress (programme, delays, scope change, critical path, etc.), costs (expenditure, cash flow, variation orders, etc.), milestones, socio economic achievements (number of jobs created, use of SMMEs, interns, etc.), challenges and achievements.

### **C3.2.5 Safety**

The Service Provider shall provide all safety equipment as required for his staff and shall undertake all duties in conformance with the relevant OHS legislation.

## **C3.3 Software application for programming**

The Service Provider must avail himself of software to be used for compatibility with the Employers software before undertaking the work utilising the software. The Service Provider shall at its costs convert data files to a format compatible with the Employers software if it chooses to utilise software different from that used by the Employer. No additional compensation will be considered for this activity.

### **C3.4 Use of reasonable skill and care**

It will be expected of the Service Provider to apply reasonable skills and due diligence in the execution of the duties stipulated in this document which shall include *inter alia* the following:

Although the Service Provider's documents and recommendations may be scrutinised by the Employer, this shall in no way relieve him of his professional responsibility for the proper and prompt execution of his duties.

During assessment of any existing facilities, which may have a direct bearing on the assignment, the Service Provider shall determine deficiencies in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the SANS 10400, etc. and recommend measures to rectify them.

### **C3.5 Compliances with standards and regulations**

The implementation of works should be executed in compliance with:

- National building Regulations and Building Standard Act
- Relevant SANS Standards
- PW 371-B Construction Works: Specifications (Edition 2.2 December 2015) from DPWI

## **Part C4: PROJECT AND SITE INFORMATION**

### **COMPLIANCES WITH STANDARDS**

The refurbishment of the building should be executed in compliance with:

- National building Regulations and Building Standard Act
- National Building Regulations, SANS 10400
- PW 371-B Construction Works: Specifications (Edition 2.2 December 2015) from DPWI
- No. 36849 Government Gazette, 20 September 2013, General Notices, notice 943 of 2013, National Norms and Standards Relating to Environmental Health in Terms of National Health Act, 2003 (Act No. 61 of 2003)
- Project Five Star 2012, Specifications for New and Existing Police Cells by the South African Police Service
- Correctional Services Regulations 2004 as amended on 25 April 2012
- White Paper – DCS

### **SITE INFORMATION**

VARIOUS SITES

## Part C5: NOTES TO BIDDERS

This section outlines basic requirements that must be met. Failure to comply with these requirements or part thereof will result in your proposal being excluded from the evaluation process.

- a) This Terms of Reference (TOR) does not constitute an offer or recommendation to enter into such transaction.
- b) The IDT reserves the right to amend, modify or withdraw this TOR if deemed necessary.
- c) Short-listed companies might be invited to present and discuss details of their proposals.
- d) Bidders will be required to fill in an IDT "Supplier Questionnaire Service providers" once they are awarded (IDT will provide).
- e) Neither the IDT nor any of their respective directors, officers, employees, agents, representatives or advisors will assume any obligation for any costs or expenses incurred by any party in or associated with preparing or submitting a bid in response to the expression of interest.
- f) No entity may be involved, whether directly or indirectly, in more than one bid in response to this TOR. A failure to comply with this requirement will result in disqualification of the relevant entity.
- g) The IDT and its advisors may rely on a Bid as being accurate and comprehensive in relation to the information and proposals provided therein by the Bidders.
- h) All Bids submitted to the IDT will become the property of the IDT and will as such not be returned to the Bidder unless if received after the closing date and time. The IDT will make all reasonable efforts to maintain bids in confidence. Proprietary information should be identified as such in each bid.
- i) Evaluation of bids will be carried out by a Bid Evaluation Committee (BEC). The Evaluator(s) will, if necessary, contact Bidders to seek clarification of any aspect of the bid.
- j) The validity period of this bid is ninety (90) days from the closing date.
- k) Bidders should identify any work they are currently carrying out or competing for which could cause a conflict of interest, and indicate how such a conflict would be avoided.
- l) This document is confidential and should not be distributed to any non-bidding party without the proper authorization of the IDT.
- m) This document is released for the sole purpose of responding to this TOR and must be considered confidential. In addition, the use, reproduction or disclosure of the requirements, specifications or other material in this RFP is strictly prohibited.
- n) All bids must be formulated and submitted in accordance with the requirements of this TOR.
- o) The service provider will be required to sign confidentiality contracts with the IDT.
- p) Consortiums/Joint ventures are encouraged; however, the transfer of skills and partnerships should be demonstrated in the proposals.

- q) The bidder should demonstrate how it intends assisting in building the capacity of the local community and how it will transfer skills to such persons.
- r) Please note that Bid Offer is synonymous to Request for Proposals in this document.
- s) Service providers who are blacklisted by any statutory body will, under no circumstances, be considered for this project/s

## **DISCLAIMER**

**The IDT reserves the right:**

- **not to appoint a service provider and is also not obliged to provide reasons for the rejection of any proposal.**
- **not to appoint the lowest bid financial proposal, based on the outcome of the tender risk assessment.**