INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF FREE STATE HEALTH					
BID NUMBER:	**DOH(FS)45/21/22**	**CLOSING DATE:**	**18 MARCH 2022**	**CLOSING TIME:**	**11H00**
DESCRIPTION	**MAINTENANCE, REFURBISHMENT, REPLACEMENT AND UPGRADES OF THE MEDICAL AIR, GAS AND VACUUM PLANTS AT VARIOUS INSTUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT.** **PERIOD: DATE OF SIGNING OF CONTRACT FOR THREE (03) YEARS.**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS*

DEPARTMENT OF FREE STATE HEALTH
GROUND FLOOR, BOPHELO HOUSE, BLOCK C-WEST, OPPOSITE MAIN DOOR
C/O CHARLOTTE MAXEKE STREET AND HARVEY ROAD, BLOEMFONTEIN
SUBMISSION ELECTRONICALLY TO THE FOLLOWING:

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**OR**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		**TOTAL BID PRICE**	**R**
SIGNATURE OF BIDDER	.....	**DATE**	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

FOR PROCUREMENT OF DOCUMENT ENQUIRIES MAY BE DIRECTED TO:		**FOR BIDDING AND TECHNICAL INFORMATION ENQUIRIES MAY BE DIRECTED TO:**	
DEPARTMENT	FREE STATE HEALTH	CONTACT PERSON	Mr. C.A Skibbe
CONTACT PERSON	S.W MALIEHE	TELEPHONE NUMBER	051 408 1367
TELEPHONE NUMBER	051 408 1816	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	skibbeca@fshealth.gov.za
E-MAIL ADDRESS	MalieheSW@fshealth.gov.za	**NB: Bidders may send any queries electronically to the above mentioned emails**	

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) ANDSPECIAL CONDITIONS OF CONTRACT.
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3.	**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

Signature Of Bidder: .....

Capacity Under Which This Bid Is Signed: .....

Date: .....

EXPLANATORY MEETING CERTIFICATE

BID NUMBER: **DOH (FS)45/2021/2022** Attendance list number: _____

DOH(FS)45/21/22: MAINTENANCE, REFURBISHMENT, REPLACEMENT AND UPGRADES OF THE MEDICAL AIR, GAS AND VACUUM PLANTS AT VARIOUS INSTUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT.

PERIOD: DATE OF SIGNING CONTRACT FOR THREE (03) YEARS

Attendance of the explanatory meeting is NON - COMPULSORY

An official of the Department must sign this certificate at the explanatory meeting. No certificate will be signed outside the meeting. The original certificate must be included in the bid document and will not be accepted after the closing time and date of the bid.

NON- COMPULSORY EXPLANATORY MEETING DATE: 02 MARCH 2022

TIME: 12H00

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

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

This is to certify that _____ in his/her capacity as

_____ of the company _____ has attended the Non-

Compulsory Explanatory meeting on the _____ day of _____ 2022 and is

therefore familiar with circumstances and the scope of the items to be supplied.

_____ _____
SIGNATURE /DEPARTMENTAL OFFICIAL **RANK**

_____ _____
SIGNATURE OF REPRESENTATIVE OF COMPANY **DATE**

OFFICIAL DATE STAMP

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

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

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

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

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

2. DEFINITIONS

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

(b) "**B-BBEE status level of contributor**" means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"prices"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

YES		NO	

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

Designated Group: An EME or QSE which is at last 51% owned by:	**EME** √	**QSE** √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

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

[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

WITNESSES

1. .....

2. .....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Director of the following enterprise and am duly authorised to act on its behalf:

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

3. I hereby declare under Oath that:

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

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

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

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

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

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

Deponent Signature: _____

Date:_____

_____

Commissioner of Oaths
Signature & stamp

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SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

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

3. I hereby declare under Oath that:

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

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

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

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

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

Deponent Signature: _____

Date:_____

_____

Commissioner of Oaths
Signature & stamp

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Director of the following enterprise and am duly authorised to act on its behalf:

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

3. I hereby declare under Oath that:

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

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue/Allocated Budget/Gross Receipts was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands)

- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature: _____

Date:_____

_____

Commissioner of Oaths
Signature & stamp

health

Department of
Health
FREE STATE PROVINCE

DOH(FS) 45 /2021 /2022

CLOSING DATE: 18 MARCH 2022 TIME: 11:00

4 ME OR HIGHER

MAINTENANCE, REFURBISHMENT, REPLACEMENT AND UPGRADES OF THE MEDICAL AIR, GAS AND VACUUM PLANTS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT DATE OF SIGNING OF CONTRACT FOR 3 YEARS

ISSUED BY:

Department of Health
Supply Chain Management
Bophelo House
Ground floor Block C West
Corner Charlotte Maxeke Street and Harvey Road
Bloemfontein
9301

Me. N. Maliehe 051 408 1816

PREPARED FOR:

Department of Health
Infrastructure Unit
Bophelo House
Third Floor
Bloemfontein
9301

Mr. C.A. Skibbe 051 408 1367

NAME OF BIDDING ENTITY: .....

TEL:

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

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MAINTENANCE, REFURBISHMENT, REPLACEMENT AND UPGRADES OF THE MEDICAL AIR, GAS AND VACUUM PLANTS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT DATE OF SIGNING OF CONTRACT FOR 3 YEARS

CONTENTS

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Part T1.1 Bidder Notice and Invitation to bid

MAINTENANCE, REFURBISHMENT, REPLACEMENT AND UPGRADES OF THE MEDICAL AIR, GAS AND VACUUM PLANTS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT DATE OF SIGNING OF CONTRACT FOR 3 YEARS

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

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

The physical address for collection of bidders documents is:

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

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

A non-refundable bidder's deposit of **R1282.00** is payable in cash or by bank guaranteed cheque made out in favour of the Department, payable at cashier between 08:30 hrs and 15:00 hrs, receipt is required upon collection of the tender documents.

A non-compulsory clarification meeting with representatives of the Employer will take place at **Free State Psychiatric Complex, Recreational Hall, 4 President Brand street, Oranjesig, Bloemfontein, on 02 March 2022 @ 10:00**

The closing time for receipt of BIDDERs is 18 March 2022 @ 11:00

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

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

Part T1.2 Bid Data

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

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

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

The additional conditions of bid are:

F.2.16.3 Accept that a bid submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for bids that a bid is to be withdrawn or substituted.

F.2.16.4 Where a bid submission is to be substituted, submit a substitute bid in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.3.13.3 Accept the bid offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the bider:

a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,

b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

c) has the legal capacity to enter into the contract,

d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

e) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

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

F.2.1	Only those biders who are registered with the CIDB, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum bided, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 4ME or higher class of construction work, are eligible to have their bids evaluated. Joint ventures are eligible to submit bids provided that: 1. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum bided for a 4ME or higher class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
F.2.7	The arrangements for a non-compulsory clarification meeting are as stated in the bid Notice and Invitation to bid. biders must sign the attendance list in the name of the biding entity. Addenda will be issued to and bids will be received only from those biding entities appearing on the attendance list.
F.2.12	No alternative bid offers will be considered If a bider wishes to submit an alternative bid offer, the only criteria permitted for such alternative bid offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative bid offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative bid offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the bider, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount bided for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design
F.2.13.3	Parts of each bid offer communicated on paper shall be submitted as an original, plus 0 copies.
F.2.13.5 F.2.15.1	The employer's details and address for delivery of bid offers and identification details that are to be shown on each bid offer package are:
	Location of bid box: Refer to bid advert **Physical address:** Corner Charlotte Maxeke Street and Harvey Road, Bophelo House Bloemfontein 9300 **Identification details: bid Reference Number DOH(FS) 45/2021/2022** **Title of bid: Maintenance, Refurbishment, Replacement and Upgrades of Heating, Ventilation, Air-Conditioning and Refrigeration Systems at Various Institutions in the Free State Province Health Department for a period of 36 Months.** **The closing date and time of the bid: 18 March 2022 at 11:00**

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

F.3.11

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

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

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

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

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

1) 90 where the financial value inclusive of VAT of all responsive bids received have a value in excess of R 1000 000 or

2) 80 where the financial value inclusive of VAT of one or more responsive bid offers have a value that equals or is less than R 1000 000

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

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

---

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

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

$W_Q = W_2 \times S_O/M_S$

where

W_2 = the percentage score given to quality and equals .....

S_O = the score for quality allocated to the submission under consideration

M_S = the maximum possible score for quality in respect of a submission

F.3.11.3 The quality criteria and maximum score in respect of each of the criteria are as follows:

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

F3.13.1	bid offers will only be accepted if: a) the bider submits a proof of his registration with the Construction Industry Development Board in an appropriate contractor grading designation (to be verified at evaluation); b) the bider or any of its directors/shareholders is not listed on the Register of bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; c) the bider has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and d) has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the renderer's ability to perform the contract in the best interests of the employer or potentially compromise the bid process and persons in the employ of the state are permitted to submit bids or participate in the contract; e) the bider is registered and in good standing with the compensation fund or with a licensed compensation insurer; f) the employer is reasonably satisfied that the bider has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.
F.3.17	The number of paper copies of the signed contract to be provided by the employer is one

Part T2.1 List of Returnable Documents

1 Returnable Schedules required for BIDDER evaluation purposes

The BIDDERer must complete the following returnable schedules as relevant:

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

2 Other documents required for BIDDER evaluation purposes

The BIDDERer must complete the following returnable documents:

- Proof of Registered Medical Gas Practitioner (SAQCC Gas Authorised Practitioner)
- Quality Management Plan (Include Standards to be used as acceptance criteria for Medical Gas works)
- ID copies of company Directors or shareholders.
- Certificate of attendance at clarification meeting
- Bidders must ensure compliance with their tax obligations
- Proof of Registration with the CIDB
- Letter of good standing with the compensation fund
- Pre Qualification criteria BBBEE certificate or sworn affidavit
- Rates and taxes account not older than three months or lease agreement
- CSD (central supplier database) latest report
- Health and Safety Representative (attach certified copies)

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

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

4 Other documents that will be incorporated into the contract

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

6 C1.2 Contract Data (Part two)

7 C2.2 Price list/ Activity Schedule

Part T2.2 RETURNABLE SCHEDULES

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise: .....

Section 2: VAT registration number, if any: .....

Section 3: CIDB registration number, if any: .....

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number .....

Close corporation number .....

Tax reference number .....

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- ☐ a member of any municipal council
- ☐ a member of any provincial legislature
- ☐ a member of the National Assembly or the National Council of Province
- ☐ a member of the board of directors of any municipal entity
- ☐ an official of any municipality or municipal entity
- ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an employee of Parliament or a provincial legislature

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

*insert separate page if necessary

MAINTENANCE, REFURBISHMENT, REPLACEMENT AND UPGRADES OF THE MEDICAL AIR, GAS AND VACUUM PLANTS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT DATE OF SIGNING OF CONTRACT FOR 3 YEARS

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of BIDDER Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;

iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other BIDDERing entities submitting BIDDER offers and have no other relationship with any of the BIDDERers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

v) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

Record of Addenda to BIDDER documents

We confirm that the following communications received from the Employer before the submission of this BIDDER offer, amending the BIDDER documents, have been taken into account in this BIDDER offer:

	Date	Title or Details
1		
2		
3		
4		
5		
6		
7		
8		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

Proposed amendments and qualifications

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

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

Page	Clause or item	Proposal

Attach additional pages if more space is required

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this BIDDER offer in Joint Venture and hereby authorise Mr/Mrs .....

....., authorised signatory of the company .....

....., acting in the capacity of lead partner,

to sign all documents in connection with the BIDDER offer and any contract resulting from it on our behalf.

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

Schedule of Proposed Subcontractors

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

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

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

Attach additional pages if more space is required

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

Schedule of recently completed and current contracts

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

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

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

MAINTENANCE, REFURBISHMENT, REPLACEMENT AND UPGRADES OF THE MEDICAL AIR, GAS AND VACUUM PLANTS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT DATE OF SIGNING OF CONTRACT FOR 3 YEARS

List all current contracts not complete at the time

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

Schedule of Plant and Equipment

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

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

Quantity (owned or leased)	Description, size, capacity, etc

Attach additional pages if more space is required

MAINTENANCE, REFURBISHMENT, REPLACEMENT AND UPGRADES OF THE MEDICAL AIR, GAS AND VACUUM PLANTS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT DATE OF SIGNING OF CONTRACT FOR 3 YEARS

(b) Details of major equipment that will be hired or acquired for this contract if my/our BIDDER is acceptable

Quantity (hired)	Description, size, capacity, etc

Attach additional pages if more space is required

Signed ______________________ Date ______________________

Name ______________________ Position ______________________

Enterprise name ____

Evaluation Schedule: BIDDERer's Experience

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

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

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

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

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

Signed _____ Date _____

Name _____ Position _____

Enterprise name _____

Evaluation Schedule: Experience of Key Staff

Designation Engineer, Technician, PM, etc	Qualification	Certificate/s	Experience [Years]

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

Evaluation Schedule: Quality control procedures

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

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

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

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

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

Signed _____ Date _____

Name _____ Position _____

BIDDERer _____

BIDDER Evaluation Schedule

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

BIDDERed total of the Prices (from summary to Activity Schedule) R..... ❶

Part B: Assessing the impact of the BIDDERed completion date

BIDDERed completion date (from Part two of the Contract Data) 36 months after the starting date ❹

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

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

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

= (❹ - ❺) x ❻ = R .....

Summary

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

Proof of Registration with the CIDB

The BIDDERer is to affix to this page:

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

Notes:

1. Failure to affix such proof may result in this BIDDER not being further considered for the award of the contract.

2. The Department will verify the certificate on the CIDB's website.

Part C1.1 Form of Offer and Acceptance

Offer

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

#REF!

The BIDDERer, identified in the offer signature block, has examined the documents listed in the BIDDER data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of

By the representative of the BIDDERer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the BIDDERer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

..... Rand (in words)

R ..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the BIDDERer before the end of the period of validity stated in the BIDDER data, whereupon the BIDDERer becomes the party named as the contractor in the conditions of contract identified in the contract data.

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

Name and signature of witness	.....	Date	.....

MAINTENANCE, REFURBISHMENT, REPLACEMENT AND UPGRADES OF THE MEDICAL AIR, GAS AND VACUUM PLANTS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT DATE OF SIGNING OF CONTRACT FOR 3 YEARS

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the BIDDERer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the BIDDERer's offer shall form an agreement between the employer and the BIDDERer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

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

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the BIDDER data and any addenda thereto as listed in the BIDDER schedules as well as any changes to the terms of the offer agreed by the BIDDERer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The BIDDERer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's Project Manager (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.
Notwithstanding anything contained herein, this agreement comes into effect on the date when the BIDDERer receives one fully completed copy of the original document, including the schedule of deviations (if any). Unless the BIDDERer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s) ..... Date .....

Name(s) ....

Capacity ....

for the Employer Department of Health
Bophelo House
P.O Box 227
Corner Charlotte Maxeke Street and Harvey Road
9300

Name and signature of witness ..... Date .....

Schedule of Deviations

1 Subject .....
Details .....
.....
.....
.....

2 Subject .....
Details .....
.....
.....
.....

3 Subject .....
Details .....
.....
.....
.....

4 Subject .....
Details .....
.....
.....
.....

5 Subject .....
Details .....
.....
.....
.....

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

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

Part C1.2 Contract Data

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

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

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

Part one: Data provided by the *Employer*

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

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

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

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

Part two: Data provided by the *Contractor*

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

Clause	Data
10.1	The Contractor is Name ..... Address .... Telephone: ..... Facsimile: .....
11.2(8)	The *direct fee percentage* is .....%
11.2(8)	The *subcontracted fee percentage* is .....%
11.2(18)	The *working areas* are the Site and .....
24,1	The key people are **1 Project Director** Name ..... Job ..... Responsibilities .... Qualifications ..... Experience ..... **2 Site Agent** Name ..... Job ..... Responsibilities .... Qualifications ..... Experience .....
11,2(14)	The following matters will be included in the Risk Register ....
11.2(19)	The Works information for the *Contractor's* design is in .....
31.1	The programme identified in the Contract Data is .....
11.2(3)	The *completion date* for the whole of the works is 60 months after the *starting date* .
	The *bill of quantities* is.....
	The bided total of the Prices is .....
	Data for the Shorter Schedule of Cost Components
41	The percentage for people overheads is .....%
21	The published list of Equipment is the last edition of the list published by .....
21	The percentage for adjustment for Equipment in the published list is .....% (state plus or Minus)
22	The rates for other Equipment are Equipment ..... Size/Capacity ..... Rate ....
61	The hourly rates for Defined Cost of design outside the Working Areas are **Category of employee** — **hourly rate** Professional engineer or Professional engineering technologist — Not applicable. Technically qualified staff — Part of cost. Draughts person — .....
62	The percentage for design overheads is .....%

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

Part C1.3 Performance Bond

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

Department of Health
Infrastructure Unit
Bophelo House
P.O Box 227
Corner Charlotte Maxeke Street and Harvey Road
9300

Date: _____

Dear Sirs,

Maintenance, Refurbishment, Replacements and Upgrades of medical air, gas and vacuum plants at Various Institutions in the Free State Province Health Department for a period of 36 Month

Department of Health
Infrastructure Unit
Bophelo House
P.O Box 227
Corner Charlotte Maxeke Street and Harvey Road
9300

(the *Employer*) and

Contractor Registered Name.....

Address of the contractor.....

.....

.....

With reference to the Maintenance, Refurbishment, Replacements and Upgrades of the medical air, gas and vacuum plants at Various Institutions in the Free State Province Health Department for a period of 36 Month

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

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

1 The terms *Employer*, *Contractor*, *Project Manager*, works and Defects Certificate have the meaning as assigned to them by the *Conditions of Contract* stated in the Contract Data for the aforesaid Contract.

2 We renounce all benefits from the legal exceptions "Benefit of Excursion and Division", "No value received" and all other exceptions which might or could be pleaded against the validity of this bond, with the meaning and effect of which exceptions we declare ourselves to be fully acquainted.

3 The *Employer* has the absolute right to arrange his affairs with the *Contractor* in any manner which the *Employer* deems fit and without being advised thereof the Surety shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the Surety. Without derogating from the foregoing compromise, extension of the construction period, indulgence, release or variation of the *Contractor's* obligation shall not affect the validity of this performance bond.

4 This bond will lapse on the earlier of

- the date that the Surety receives a notice from the *Project Manager* stating that the last Defects Certificate has been issued, that all amounts due from the *Contractor* as certified in terms of the contract have been received by the *Employer* and that the *Contractor* has fulfilled all his obligations under the Contract, or
- the date that the Surety issues a replacement Performance Bond for such lesser or higher amount as may be required by the *Project Manager*.

5 Always provided that this bond will not lapse in the event the Surety is notified by the *Project Manager* of the *Employer's* intention to institute claims and the particulars thereof, in which event this bond shall remain in force until all such claims are paid and settled.

6 The amount of the bond shall be payable to the *Employer* upon the *Employer's* demand and no later than 7 days following the submission to the Surety of a certificate signed by the *Project Manager* stating the amount of the *Employer's* losses, damages and expenses incurred as a result of the non-performance aforesaid. The signed certificate shall be deemed to be conclusive proof of the extent of the *Employer's* loss, damage and expense

7 Our total liability hereunder shall not exceed the sum of:

(say) _____ Rand (in words)

R _____ (in figures)

8 This Performance Bond is neither negotiable nor transferable and is governed by the laws of the Republic of South Africa, subject to the jurisdiction of the courts of the Republic of South Africa.

Signed at _____ on this _____ day of _____ 201____

Signature(s) _____

Name(s) (printed) _____

Position in Surety company _____

Signature of Witness(s) _____

Name(s) (printed) _____

Part C2.1 Pricing Instructions

1 The Bill of Quantities has been drawn up in accordance with the Model Bill of Quantities based on the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised), 1999. Where applicable the:

a) Civil Engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works

2 The agreement is based on the NEC3 Engineering and Construction Short Contract (Edition of April 2013). The additions, deletions and alterations to the NEC3 Engineering and Construction Short Contract as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bill of Quantities are recited.

3 It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for BIDDERs. (Refer to www.stanza.org.za or www.iso.org for information on standards).

4 The drawings listed in the Scope of Works used for the setting up of this Bill of Quantities are kept by the Employer's Agent and can be viewed at any time during office hours up until the completion of the works.

5 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

6 Where any item is not relevant to this specific contract, such item is marked **not applicable**

7 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bill of Quantities

8 The Bill of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bill of Quantities, is at the Contractor's risk.

9 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum and the amount for Preliminaries .

10 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 9 but taking into account the revised period for completing the works.

11 The amount or the items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bill of Quantities:

a) an amount which is not to be varied, namely Fixed
b) an amount which is to be varied in proportion to the contract value, namely Value Related;
c) an amount which is to be varied in proportion to the construction period as compared to the initial

12 Where no provision is made in the Bill of Quantities to indicate which of the three categories in 11 apply

a) 10 percent is Fixed;
b) 15 percent is Value Related
c) 75 percent is Time Related

13 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum and the amount for Preliminaries .

MAINTENANCE, REFURBISHMENT, REPLACEMENT AND UPGRADES OF THE MEDICAL AIR, GAS AND VACUUM PLANTS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT DATE OF SIGNING OF CONTRACT FOR 3 YEARS

Part C2.2 Bill of Quantities

1 The Bill of Quantities for this BIDDER can be found under section C7.2 of this document.

a) Priced rates for maintenance, refurbishment, replacement and upgrades on Medical Air, Gas and Vacuum plants Installations

2 The total of the Bill of Quantity (which excludes VAT) for Medical Air, Gas and Vacuum found in C7.2 must be brought to the table below. A final bid value inclusive of VAT must then be calculated.

BID VALUE TABLE		
Part	**Bill of Quantities**	**Price**
C7.2	Priced rates for maintenance, refurbishment, replacements and upgrades on Medical Air, Gas and Vacuum and Ventilation Installations.	
	Sub-Total	
	VAT	
	TOTAL BID VALUE	

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

Part C3.1 Scope of Work

3.1.1 The Scope for this BIDDER can be found under section C8.1 of this document.

a) Scope of Work for maintenance, refurbishment, replacements and upgrades on Medical Air, Gas and Vacuum plants Installations.

Part	Scope of Work
C8.1	Scope of Work for maintenance, refurbishment, replacements and upgrades on Medical Air, Gas and Vacuum plants Installations.

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

3.1.2 Applicable national and international standards

3.1.3 Materials, samples and shop drawings

Samples of materials

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

Workmanship samples

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

Shop drawings

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

The contractor shall:

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

The Project Manager shall:

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

3.1.4 Instruction manuals and guarantees

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

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

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

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

3.1.5 Dimensional accuracy

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

3.1.6 Site establishment

Water and Electricity

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

Service - Water

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

Service - Electricity

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

Ablution facilities

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

3.1.7 Other facilities and services

Telecommunication facilities

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

- Telephone
- Facsimile
- E-mail

Security of the works

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

Compliance with manufacturer's instructions

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

Protection/isolation of existing/sectionally occupied works

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

3.1.8 Notice boards

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

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

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

3.1.9 Notice before covering work

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

Preventative Maintenance

The Contractor shall:

- Visit the installation at least once per month
- Make all necessary adjustments for the correct operation of the plant
- Maintain all lubrication levels
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

Scheduled Services

The Contractor shall:

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

Break Downs

The Contractor shall:

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

Vandalism
The Contractor shall:

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

Administration

The Contractor shall:

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

Site Meetings and Procedures

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

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

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

Health and safety

3.1.10 Health and safety requirements

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

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

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

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

3.1.11 Aids awareness

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

MAINTENANCE, REFURBISHMENT, REPLACEMENT AND UPGRADES OF THE MEDICAL AIR, GAS AND VACUUM PLANTS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT DATE OF SIGNING OF CONTRACT FOR 3 YEARS

Part C3.2 TECHNICAL SPECIFICATION

3.1.1 The Technical Specification for this BIDDER can be found under section C8.2 of this document.

a) Technical Specification for maintenance, refurbishment, replacements and upgrades on Air Conditioning and Ventilation Installations

Part	Technical Specification
C8.2	Technical Specification for maintenance, refurbishment, replacement and upgrades on Medical Air, Gas and Vacuum Plants Installations

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Part C4.1 Site Information

C4.1 THE SITE

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

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

Cluster 1 - Thabo Mofutsanyana District
Cluster 2 - Fezile Dabi and Lejweleputswa Districts
Cluster 3 - Mangaung and Xhariep Districts

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

C4.2 WORK AREA

The working area will be all medical gas plants rooms, medical gas lines and all other related equipment at the institution. All areas of the Health Facility will be affected. These include theatres, recovery rooms, wards, laboratories, passages, intesive care units, high care units etc.

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

C4.3 ACCESS

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

DECLARATION OF INTEREST

MAINTENANCE, REFURBISHMENT, REPLACEMENT AND UPGRADES OF THE MEDICAL AIR, GAS AND VACUUM PLANTS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT DATE OF SIGNING OF CONTRACT FOR 3 YEARS

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

- the bidder is employed by the state; and/or

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

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

2,1 Full Name of bidder or his or her reresentative: .....

2,2 Identity Number: .....

2,3 Position occupied in the Company (director, shareholder etc): .....

2,4 Company Registration Number: .....

2,5 Tax Reference Number: .....

2,6 VAT Registration Number: .....

* "State" means -

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(b) any municipality or municipal entity;

(c) provincial legislature

(d) national Assembly or national Council of provinces; or

(e) Parliament.

MAINTENANCE, REFURBISHMENT, REPLACEMENT AND UPGRADES OF THE MEDICAL AIR, GAS AND VACUUM PLANTS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT DATE OF SIGNING OF CONTRACT FOR 3 YEARS

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

2.7.1 If so, furnish the following particulars:

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

Name of state institution to which the person is connected: .....

Position occupied in the state institution .....

Any other particulars

.....

.....

.....

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

2.8.1 If so, furnish particulars

.....

.....

.....

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

2.9.1 If so, furnish particulars

.....

.....

.....

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

2.10.1 If so, furnish particulars

.....

.....

.....

MAINTENANCE, REFURBISHMENT, REPLACEMENT AND UPGRADES OF THE MEDICAL AIR, GAS AND VACUUM PLANTS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT DATE OF SIGNING OF CONTRACT FOR 3 YEARS

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

2.11.1 If so, furnish particulars

.....

.....

.....

DECLARATION

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of Bidder

SBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION

MAINTENANCE, REFURBISHMENT, REPLACEMENT AND UPGRADES OF THE MEDICAL AIR, GAS AND VACUUM PLANTS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT DATE OF SIGNING OF CONTRACT FOR 3 YEARS

1 This Standard Bidding Document (SBD) must form part of all bids[1] invited.

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). [2] Collusive bidding is the pe se prohibition meaning that it cannot be justified under any grounds

3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

a. disregard the bid of any bidder if the bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to the
b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5 In order to give effect to the above, this Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

65

MAINTENANCE, REFURBISHMENT, REPLACEMENT AND UPGRADES OF THE MEDICAL AIR, GAS AND VACUUM PLANTS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT DATE OF SIGNING OF CONTRACT FOR 3 YEARS

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

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

I certify, on behalf: _____ that:

1 I have read and understand the contents of this Certificate;
2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3 I am authorised by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4 Each person whose signature appears on the accompanying bid has been authorised by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5 For the purpose of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the

   (a) has been requested to submit a bid in response to the bid invitation;
   (b) could potentially submit a bid in response to this bid invitation based on their qualifications, abilities; and
   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

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

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

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

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

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

Signature	Date
Position	Name of Bidder

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

Js914w2

FREE STATE PROVINCIAL CAPEX PROGRAMME - EMPLOYMENT DATA

MINIMUM DATA REQUIRED FROM CONTRACTOR MONTHLY

Item No:	**File No:**	**Report date:**
Institution:		
Service:		

	ACTUAL PAYMENTS	ACTUAL PEOPLE EMPLOYED					ACTUAL TRAINING					
Month	**Wages (inc in Constr.)**	**Monthly Employment - Number of persons and average number work days**					**Number of persons and training days**					
		Men	**Youth**	**Women**	**Disabled**	**Work days**	**Manage**	**days**	**Tech skills**	**days**	**Life skills**	**days**
b/f												
April												
May												
June												
July												
August												
September												
October												
November												
December												
January												
February												
March												
TOTAL												

COMMENTS:

	Benchmark	Offered	Contractor's Name:	
Labour content			**Tel:**	**Fax:**
Jobs created			**E-mail:**	
Training			**Responsible Person:**	

MAINTENANCE, REFURBISHMENT, REPLACEMENT AND UPGRADES OF THE MEDICAL AIR, GAS AND VACUUM PLANTS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT DATE OF SIGNING OF CONTRACT FOR 3 YEARS

CALCULATION OF PENALTIES

CALCULATION OF PENALTY PER DAY (EXCLUDING VAT)

CONTRACT PERIOD	RATE PER R100 OF ESTIMATE
1 month	27,5 cents
1,5 months	22 cents
2 months	16,5 cents
2,5 months	13,5 cents
3 months	11 cents
3,5 months	9,5 cents
4 months	8,5 cents
4,5 months	7,5 cents
5 months	6,25 cents
6 months	5,75 cents
7 months	4,75 cents
8 months	4 cents
9 months	3,75 cents
10 months	3,5 cents
11 months	3 cents
12 months	2,75 cents
14 months	2,5 cents
15 months	2,25 cents
16 months	2 cents
18 months	1,75 cents
20 months	1,5 cents
21 months	1,5 cents
24 months	1,25 cents
30 months	1 cent
36 months	1 cent
42 months	1 cent

PENALTY PER DAY ROUNDED OFF AS FOLLOWS:

R0	-	R500	nearest	R5
R501	-	R1 000	nearest	R10
R1 001	-	R5 000	nearest	R50
R5 001	-	and above	nearest	R100

MAINTENANCE, REFURBISHMENT, REPLACEMENT AND UPGRADES OF THE MEDICAL AIR, GAS AND VACUUM PLANTS AT VARIOUS INSTITUTIONS IN THE FREE STATE PROVINCE HEALTH DEPARTMENT DATE OF SIGNING OF CONTRACT FOR 3 YEARS

EXAMPLE

Estimated contract value = R2 500 000 (excluding VAT)
Contract period = 12 months

$$R2\ 500\ 000 \times \frac{0{,}0275}{100}$$

= R687,50/day

Therefore rounded off to the nearest R10.00

= R690,00/day

PENALTIES ON CONTRACTS IN PHASES

Penalties must be calculated proportionally on the estimated contract value of each phase

Part C7.2 BILL OF QUANTITIES - Medical Air, Gas and Vacuum Plants Installations

C7.2 Priced rates for repairs, service and maintenance on Medical Air, Gas and Vacuum Plants Installations				
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]
1	Filters E0295 AA	Each	1	R
2	Filters E0295 AC	Each	1	R
3	Filters E0295 A0	Each	1	R
4	Filters E040 AC	Each	1	R
5	Filters E085 AA	Each	1	R
6	Grease general purpose SABS 1014	/5Kg	1	R
7	Oil compressor shell S 46 or H 68	/5L	1	R
8	Oil compressor shell corena S32	/201	1	R
9	Oil lubricant SAE 30	/201	1	R
10	Rod brazing 1.5mm	/Kg	1	R
11	Rod brazing 3.0mm	/Kg	1	R
12	Copper connections between manifold and pigtails (manifold)	Each	1	R
13	High pressure non return valve 20mm	Each	1	R
14	Indicating lights for gas bank globes	Each	1	R
15	Indicating lights for gas bank L.E.D.S	Each	1	R
16	Needle valves No. B IR 54	Each	1	R
17	Pressure gauge 100mm dia. dial. Range OKPAG-1000 KPAG	Each	1	R
18	Pressure gauge 100mm dia. dial Range OKPAG-1500 KPAG	Each	1	R
19	Pressure gauge 100mm dia. dial Range OKPAG-200 KPAG	Each	1	R
20	Inline – Filters IRP 180/92445543	Each	1	R
21	Inline – Filters IRH 180/92445840	Each	1	R
22	Inline – Filters IRC 180/92445709	Each	1	R
23	Elements - 92452812	Each	1	R
24	Elements - 92452788	Each	1	R
25	Elements - 92452879	Each	1	R
26	Elements - 91108324	Each	1	R
27	Bacterial Filters E040PL	Each	1	R
28	Bacterial Filters K085PL	Each	1	R
29	Elements IR CPN 92444223	Each	1	R
30	Elements IR CPN 92444512	Each	1	R
31	Elements IR CPN 92444389	Each	1	R
32	Pressure gauge 100mm dia. dial Range 400 KPAG	Each	1	R
33	Pressure reducing valves Range 18600 KPAG-600 KPAG	Each	1	R
34	Pressure reducing valves Range 18600KPAG-300KPAG	Each	1	R
35	Pressure reducing valves Range 1000 KPAG-400 KPAG	Each	1	R
36	Pressure reducing valves Range 600 KPAG-600 KPAG	Each	1	R
37	Flameproof mirco pressure switch Range 600 KPAG – 600 KPAG	Each	1	R
38	Contact shut off valve Series 9500 or equal	Each	1	R
39	Master shut off valve Series 9500 of equal	Each	1	R
40	Master shut off valve Series 2554 AA or equal	Each	1	R

C7.2 Priced rates for repairs, service and maintenance on Medical Air, Gas and Vacuum Plants Installations				
ITEM NO:	SCHEDULED PARTS	UNIT	PROVISIONAL QUANTITIES	PRICE [EXT VAT]
41	Safety valves 25mm pop up safex Set at 500 KPAG to discharge	Each	1	R
42	Safety valves 25mm pop up safex Set at 1380 KPAG to discharge	Each	1	R
43	Non return valve ref. Type 25mm	Each	1	R
44	Cylinder securing chains 10mm	/M	1	R
45	Strainer with blow down valve 15mm	Each	1	R
46	Automatic liquid drainer on receiver and 20mm	Each	1	R
47	Safety valve pop-up 20 mm	Each	1	R
48	Pressure stat for warning light panel	Each	1	R
49	Reducing valve with low pressure valve	Each	1	R
50	Vacuum bottle trap ball valves	Each	1	R
51	Vacuum bottle (bottle only)	Each	1	R
52	Vacuum bottle sealing gasket	Each	1	R
53	Medical gas outlet points Oxygen	Each	1	R
54	Medical gas outlet points Nitrous oxide	Each	1	R
55	Medical gas outlet points LP Air	Each	1	R
56	Medical gas outlet points HP Air	Each	1	R
57	Medical gas outlet point repair kit Oxygen	Each	1	R
58	Medical gas outlet point repair kit Nitrous oxide	Each	1	R
59	Medical gas outlet point repair kit LP Air	Each	1	R
60	Medical gas outlet point repair kit HP Air	Each	1	R
61	Test button push button type	Each	1	R
62	Relay	Each	1	R
63	Copper tubing for medical gas & vacuum 10 mm x 6 m	/L	1	R
64	Copper tubing for medical gas & vacuum 12mm x 6m	/L	1	R
65	Copper tubing for medical gas & vacuum 15mm x 6m	/L	1	R
66	Copper tubing for medical gas & vacuum 20mm x 6m	/L	1	R
67	Copper tubing for medical gas & vacuum 22mm x 6m	/L	1	R
68	Copper elbows for medical gas & vacuum 10mm	Each	1	R
69	Copper elbows for medical gas & vacuum 12mm	Each	1	R
70	Copper elbows for medical gas & vacuum 15mm	Each	1	R
71	Copper elbows for medical gas & vacuum 20mm	Each	1	R
72	Copper elbows for medical gas & vacuum 22mm	Each	1	R
73	Copper tees for medical gas & vacuum 10mm	Each	1	R
74	Copper tees for medical gas & vacuum 12mm	Each	1	R
75	Copper tees for medical gas & vacuum 15mm	Each	1	R
76	Copper tees for medial gas & vacuum 20mm	Each	1	R
77	Copper tees for medical gas & vacuum 22mm	Each	1	R

C7.2 Priced rates for repairs, service and maintenance on Medical Air, Gas and Vacuum Plants Installations				
ITEM NO:	**SCHEDULED PARTS**	**UNIT**	**PROVISIONAL QUANTITIES**	**PRICE [EXT VAT]**
78	Isolating valve for gas ball type 10mm	Each	1	R
79	Isolating valve for gas ball type 12mm	Each	1	R
80	Isolating valve for gas ball type 15mm	Each	1	R
81	Isolating valve for gas ball type 20mm	Each	1	R
82	Isolating valve for gas ball type 22mm	Each	1	R
83	Cable ties 4mm x 150	100/Pac	1	R
91	New Medical Air Compressor 7.5 kW	S	1	R
92	New Medical Air Compressor 11 kW	S	1	R
93	New Medical Air Compressor 15 kW	S	1	R
94	New Medical Air Compressor 18.5 kW	S	1	R
95	New Medical Air Compressor 22 kW	S	1	R
96	New Medical Air Compressor 30 kW	S	1	R
97	New Medical Air Compressor 37 kW	S	1	R
98	New Medical Air Compressor 45 kW	S	1	R
99	New Medical Air Compressor 65 kW	S	1	R
100	New Medical Air Compressor 75 kW	S	1	R
101	New Medical Air Compressor 90 kW	S	1	R
102	New Medical Air Compressor 110 kW	S	1	R
103	New Vacuum pumps 2 kW	S	1	R
104	New Vacuum pumps 4 kW	S	1	R
105	New Vacuum pumps 6 kW	S	1	R
106	New Vacuum pumps 8 kW	S	1	R
107	New Vacuum pumps 10 kW	S	1	R
108	New Vacuum pumps 12 kW	S	1	R
109	New Vacuum pumps 14 kW	S	1	R
110	New piston compressors 1.5 kW	S	1	R
111	New piston compressors 2 kW	S	1	R
112	New piston compressors 2.5 kW	S	1	R
113	New piston compressors 3 kW	S	1	R
114	New piston compressors 3.5 kW	S	1	R
115	New piston compressors 4 kW	S	1	R
116	New piston compressors 4.5 kW	S	1	R
117	New piston compressors 5 kW	S	1	R
118	New piston compressors 5.5 kW	S	1	R
119	New piston compressors 6 kW	S	1	R
120	New piston compressors 6.5 kW	S	1	R
121	New piston compressors 7 kW	S	1	R
	SERVICING			
122	Major service on Oxygen Gas banks and Reticulations – Item 1 till Item 27	S	1	R
123	Major service on Nitro Oxide Bank and Reticulations - Item 1 till Item 27	S	1	R
124	Major service on Medical Air and Reticulations – Item 1 till Item 27	S	1	R

C7.2 Priced rates for repairs, service and maintenance on Medical Air, Gas and Vacuum Plants Installations				
ITEM NO:	**SCHEDULED PARTS**	**UNIT**	**PROVISIONAL QUANTITIES**	**PRICE [EXT VAT]**
125	Major service on Medical Air Compressors – Item 29	S	1	R
126	Minor service on Medical Air Compressor – Item 28	S	1	R
127	Major service on Vacuum Pumps – Item 30 and Item 33	S	1	R
128	Minor service on Vacuum Pumps – Item 30 and Item 32	S	1	R
129	Medical Gas CoC	S	1	R
130	Labour Technician per hour	S	1	R
131	Labour Technician per hour over time	S	1	R
132	Labour Technician per hour Sunday and Public Holidays	S	1	R
133	Labour Technician Assistant per hour	S	1	R
134	Labour Technician Assistant per hour over time	S	1	R
135	Labour Technician Assistant per hour Sunday and Public Holidays	S	1	R
			SUBTOTAL	**R**

All unit prices that are not included or missed shall be determined through quotation proces with agreed amounts standardised and revised as part of the baseline costs
All prices shall be priced to RSA currency excluding VAT

553. Al travelling rates will be calculated according to the AA rates for the specific month

BIDDERER'S SIGNATURE: _____

PRINT NAME: _____

NAME OF FIRM: _____

ADDRESS: _____

_____

CODE _____

TELEPHONE NO: _____ CELL NO: _____

FAX NO: _____

E-MAIL ADDRESS: _____ DATE: _____

Part C8.1 Scope of Work for Medical Air, Gas and Vacuum

PART 3

1 SCOPE OF CONTRACT

1.2 The contractor shall carry out by – monthly service and calls annually for each Medical Air, Gas and Vacuum Plants. The first service, which shall be the major service (Schedule A), shall be performed within the first month of the commencement of this contract. The contractor shall maintain the Medical Air, Gas and Vacuum Plants in this condition through minor services. The remaining minor services (Schedule B) shall be carried out at intervals of two months and will cover all auxiliary equipment such Oxygen Gas Bank, Nitro Oxide, Medical Air, Vacuum, Medical Air Receivers, Vacuum Receivers, Warning Light and alarm systems, Reticulation system i.e. pipe work valves, outlet points and Scaffenger Systems.

1.3 An unconditional guarantee period of two weeks after a service shall be enforced and no charge for calls shall be levied during these two weeks provided the call is a direct result of a fault occurring on the unit serviced.

1.4 The contractor's servicing shall include testing, adjusting and rectifying of faults, as well as the cleaning of the plant room.

1.5 If breakdowns of the Medical Air, Gas and Vacuum Plants do occur as a result of negligence on the part of the contractor, the Contractor at his own expense shall repair the Medical Air, Gas and Vacuum Plants.

1.6 All servicing and repairs on the equipment as well as scheduled preparation of Medical Air, Gas and Vacuum Plants for inspections shall be carried out in such a manner to ensure that the requirements of the occupational Health and Safety Act (Act 85 of 1993) and any amendments to it is adhered to:

1.7 Attend monthly meetings with the Department and the Consultant appointed by the Department to manage the contracts.

NOTE: ALL WORK IN THIS CONTRACT SHALL BE DONE ACCORDING TO THE SANS 7396 AS AMMENDED. ANY WORK SHALL BE SIGNED OF BY A REGISTERED MEDICAL GAS PRACTITIONER AS PER THE OHS ACT.

Part C8.2 Technical Specification for Medical Air, Gas and Vacuum

TECHNICAL SPECIFICATIONS

1.1 The successful BIDDERer shall be required to maintain and service the complete installation and equipment in a proper and safe operating condition, to clean, adjust and lubricate the equipment as required in terms of the Contract, repair or replace all electrical and mechanical parts as necessary due to wear and tear.

1.2 This shall include, but not be limited to the following:

1.2.1 Examine the system in accordance with any applicable regulation Promulgated under the Occupational Health and Safety Act 85 of 1993 and any amendment thereof.

1.2.2 Properly maintain, adjust and keep the installation and equipment in a safe and proper operating condition at all times,

1.2.3 Repair/replace all parts of the installation which may become necessary for the proper use and/or operation of the installation

1.2.4 Examine, adjust and lubricate the complete installation, supply of all lubricants, replacement parts and the cleaning of material as required for proper maintenance of the equipment.

1.2.5 Any malfunction or defect occurring within a period of 14 days after any service or repair being executed will be for the account of the Contractor.

1.2.6 Examine, periodically and when necessary, all devices and perform any statutory safety tests at or before the expiring of the required intervals

1.2.7. Complete the services, maintenance or repair action report, which shall be submitted with invoice(s)

1.2.8 The contractor must undertake maintenance and adjustments, etc., in such a manner as to cause the least inconvenience to hospital staff and patients. Permission to work in any hospital area must be obtained from the controlling medical officer in each section.

2. SERVICE INTERVALS AND SERVICES

The following is the schedule of servicing to be carried out.
This schedule must be filled in to indicate that equipment has been checked and serviced and attached to invoice.
Copies of schedules will be supplied by the Contractor.

3. MANIFOLD (GENERAL)

Check Manifold, Midrail & chains securely mounted. (Manifold & Standby Cylinder Service Point)
Check all parts for damage & wear.
Check signs (No, smoking, Gas type) are installed.

4. MANIFOLD (OPERATION)-OXYGEN

Examine for leaks at all connections, valves, regulators, serpentines.
Examine that all pressure settings are correct.
Test for correct operation of change-over device (if applicable).
Test for correct operation of manual change-over (if applicable).
Check VIE reducing station is set & operating correctly.
Check satisfactory conditions of wiring & controls.
Check no leaks through safety valves & that vent pipe is not obstructed.
Check oxygen standby manifold comes on line when VIE is empty (simulated condition) once a week Check that correct number of cylinders are connected as per manifold requirements.

5. STANDBY CYLINDER SERVICE POINT

Check fit of probe without leakage & that service point is of correct type in the plant room.
Check isolation valve for correct operation without leakage where practical.
Check cylinder contents & regulator setting.

6. NITROUS OXIDE

Check Manifold, Midrail & Chains securely mounted.
Check all parts for damage & wear.
Check signs (No smoking, Gas Type) are installed.

7. MANIFOLD (GENERAL) (Manifold & Standby Cylinder Service Point)

Check Manifold, Midrail & Chains securely mounted.
Check all parts for damage & wear.
Check signs (No smoking, Gas Type) are installed.

8. MANIFOLD (OPERATION) NITROUS OXIDE

Examine for leaks at all connections, valves, regulators, serpentines.
Examine that all pressure setting are correct.
Test for correct operation of change-over device (if applicable).
Test for correct operation of manual change-over (if applicable).
Check N^2O reducing station is set & operating correctly.
Check satisfactory conditions of wiring & controls.
Check no leaks through safety valve & that vent pipe is not obstructed.
Check nitrous oxide standby manifold comes on line when bank is empty (simulated condition.
Check that correct number of cylinders is connected as per manifold requirements.

9. STANDBY CYLINDER SERVICE POINT

Check Fit of probe without leakage & that service point is of correct type.
Check isolation operation without leakage where practical.
Check cylinder contents & regulator setting.

10. STANDBY CYLINDER SERVICE POINT

Check Fit of probe without leakage & that service point is of correct type.
Check isolation valve for without leakage where practical.
Check cylinder contents & regulator setting.

11. VACUUM BOTTLE TRAP

Check condition of all bottle traps – cleaning if necessary

Check condition of sealing gasket.

12. MEDICAL GAS OUTLET POINTS

Examine for satisfactory condition & that identification markings are secure, legible & correct.
Test, using the correct probes fitted with pressure gauges for correct operation & outlet
Test leakage when closed or when probe is inserted.

13. THEATRE FITTINGS (PENDANTS & BOOMS)

Examine for secure mounting.
Examine freedom of movement.
Check that hoses are securely connected to the correct fittings (boom arms).
Check outlet points weekly when theatre maintenance is scheduled.

NOTE
The responsibility for maintenance of anesthetic equipment and the flexible hoses for connection to the outlet points is normally a matter for the manufacturers.

Obviously faulty equipment or hoses must be brought to the attention of the responsible person at the Hospital who will arrange for the necessary repairs UNDER NO CIRCUMSTANCES must any repairs be attempted to any anesthetic equipment.

14. MEDICAL GAS WARNING & ALARM SYSTEMS

MASTER PANEL

Test that all lamps and audible alarm respond to test button.
Check that all labels are secure, legible and correct.

15. SLAVE PANELS

Test that all lamps and audible alarm respond to test button.
Check that all labels are secure, legible and correct.

16. SYSTEM OPERATION (PRESSURE SWITCHES, VACUUM STATS & CONTACT GAUGES

Examine all equipment for satisfactory condition.
Simulate fault conditions (when convenient) to test correct setting on all sending devices & for correct operation of visual 7 audible alarms at all alarm panels.
Test that all muting switches are effective.
Test that all muting switches reset automatically.

17. WIRING

Examine all visible wiring & cables for physical damage & for security of mounting. Test that all muting switches are effective.

18. SAFETY

GENERAL SAFETY

Check that all warning, no smoking, gas identification signs are in place, secure, legible & correct.
Check that machine guards are correct & securely in position.
Check that all cylinder midrail chains are in use.

Check that plant room & manifold rooms are securely locked.
Check that the storage of spare full cylinders & empty cylinders is correct.
Ensure that only medical gas cylinders are housed in one storage room.

19. FAN

Check for excessive vibration and correct.
Check airflow and adjust. Check fan motor mountings.
Check if fan motor is lubricated.
Check if fan motor is overheating.
Check outlet points.
Check pipe reticulation and damper settings.

20. SERVICING SCHEDULE MEDICAL GAS RETICULATION

GAS BANKS, O^2, NITROUS OXIDE AND MEDICAL AIR

MAJOR SERVICE
Check warning light panel.
Check oxygen and nitrous oxide pressure gauges.
Check VIE pressure gauges.
Check for leaks and general condition.
Log all relevant information.
Perform a survey throughout the hospital, listing conditions of isolating valve cabinets.
Every medical gas outlet to be checked for leaks.
All warning light panels to be checked for proper functioning.
Remove and wash out all vacuum bottles.

21. COMPRESSOR/S NOTE

Before checking any mechanical units ensure that the item(s) being checked is isolated & that lock-out sign is in place.
Check that motors & compressors are securely mounted.
Check security of holding down bolts on base plates & anti-vibration mountings.
Check air intake & inlet filter elements.
Examine correct alignment of motor with compressors.
Check pulleys & belt for wear & tension.
Examine mounting, condition & running of after coolers & operation of drainage traps on after coolers. Check flexible connection between compressors & pipe work.
Examine to ensure lubricants are to required levels for motor & compressor (change all filters).

Separators as per manufacturer's specifications if user has appointed Sub-Contractors to do services approval must first be obtained from the inspector concerned.

22. AIR RECEIVER AND VACUUM RECEIVER

Examine for external signs of damage or wear & for secure mounting.
Check drainage trap is working correctly.
Compressed air receivers are subject to statutory examination & testing.

If user has appointed Sub-Contractors to do this testing – arrange a separate time to do the tests as per the O.H.S.A.

23. COMPRESSOR CONTROLS

Test satisfactory condition and operation of duty selection switching.

Test satisfactory condition and operation of compressor and air driers auto/manual switching.

24. DISTRIBUTION SYSTEM

25. PIPE WORK

Examine visible distribution lines for physical damage, security of mounting and identification markings are secure legible & correct.

26. VALVES

Check correct operation of main isolating valves (where practicable & test for leaks)
Check correct, operation of branch isolating valves (where practicable & test for leaks.
Examine isolation valves in boxes & test for leaks.
Check general conditions of valve boxes.
Check that identification markings on valves are secure, legible & correct.

27. PRESSURE REDUCING SETS

Examine condition & correct settings of pressure reducing valves & test for leaks.
Test for leakage at safety valves & examine that valve discharge is not obstructed.
Check that gauges indicate required pressure.

28. SERVICING SCHEDULE MEDICAL AIR AND COMPRESSED AIR

MINOR SERVICE
Check all compressors for any defects.
Check and record relevant information, e.g. pressures, temperatures, etc. on compressors.
Check medical air filter pressure differential gauges.
Check HP and LP supply pressures.
Check for any oil leaks and repair if required.
Check oil levels and top up if required.
Check air intake filter and clean properly.
Check oil separator.
Check general condition of compressors.
Replace medical line filters.
Clean complete unit properly.
After inspection of compressors, all defaults must be repaired.

29. MAJOR SERVICE

MEDICAL AIR AND COMPRESS AIR COMPRESSORS

The following work must be done and only original parts to be used

Change oil filter

Change air filter

Change separator filter

Change oil

Clean separator oil return line

Change hydraulic pipe from air end to separator tank

Change blow down solenoid kit

Change minimum pressure valve kit

Change suction head kit

Check and inspect all safety systems (high temperature, overload)
Grease motor bearings

Change V belts and inspect pulleys (drive and non-drive)
Clean outside of vacuum pumps, motors, coolers, fans and electrical panel

Start compressors and check amps and volts reading on load and full load

Change inline filters

30. VACUUM PUMPS

Check motor & pump are securely mounted.
Check condition of anti-vibration mounting & of holding down bolts.
Examine correct, alignment of motor & pump.
Check pulleys & belt for wear & tension.
Examine to ensure lubricants are to required levels for motor & pump service as per
Examine operation of non return valves.
Check condition of pump inlet filter.

31. VACUUM PUMP EXHAUST SYSTEM

Examine exhaust silencers (if fitted).
Check that discharge pipes are sound, secure, not obstructed and not giving rise to any hazard at the point of discharge.

32. SERVICING SCHEDULE VACUUM PUMPS

MINOR SERVICE
Inspect vacuum pumps for any defaults.
Inspect vacuum tank water level.
Record vacuum pressure in appropriate log book.
Check for any oil leaks and repair.
Check level of oil and top up.
Inspect general condition.
Change lead/lag vacuum pumps.
Check vacuum bottle traps throughout the hospital complex situated in the isolating cabinets.
Clean units properly.
All defects found must be repaired.
Change lead/lag vacuum pumps.

Check vacuum bottle traps throughout the hospital complex situated in the isolating cabinets.

33. MAJOR SERVICE

VACUUM PUMPS

The following work must be done and only original parts to be used:

Change oil filter

Change air filter

Change separator filter

Change oil

Check separator oil return line

Change hydraulic pipe from air end to separator tank

Change blow down solenoid kit

Change minimum pressure valve kit

Change suction head kit

Check and inspect all safety systems (high temperature, overload)
Grease motor bearings

Change all drive couplings between motor and air end

Clean outside of vacuum pumps, motors, coolers, fans and electrical panels

Start vacuum pumps and check amps and volts reading on load and full load

Change inline filters

34. Audit on medical gas supply to the entire institution
Assessment of medical points
Assessment of medical Air Compressors
Assessment of Vacuum Pumps
Assessment of oxygen Panel with manifolds
Assessment of nitrous panel with manifolds
Assessment of line pressure indicators
Detailed Report on audit with recommendations to comply with SABS
Assessment of entire hospital for compliance in terms of SABS regulations on medical gas operations installation.
Detailed medical air inventory
Detailed professional and approved drawings
Detailed cost to bring equipment to acceptable standard.
Check air intake & inlet filter elements.
Examine correct alignment of motor with compressors.
Check pulleys & belt for wear & tension.

Examine mounting, condition & running of after coolers & operation of drainage traps on after coolers. Check flexible connection between compressors & pipe work.

Examine to ensure lubricants are to required levels for motor & compressor (change all filters).

Separators as per manufacturer's specifications if user has appointed Sub-Contractors to do services approval must first be obtained from the inspector concerned.

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