



Province of the  
**EASTERN CAPE**  
HEALTH

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**HEAD OFFICE – HEALTH FACILITIES MANAGEMENT**  
REF.NO : SCMU3-22/23-0517-HO

**PROCUREMENT OF PROFESSIONAL MECHANICAL ENGINEERING SERVICES FOR  
UPGRADES & MAINTENANCE RELATED WORKS**  
CLUSTER THREE – BUFFALO CITY METRO (BCM) & AMATHOLE

Bids are hereby invited from a registered supplier/company to provide the above services at BCM AND AMATHOLE. All Bids with necessary documents must be submitted to the Procurement office. It should be in an enclosed envelope indicating the tender number and for the attention of Thabisa Notshe.

Deliver to Supply Chain Management Office situated at the following address:  
Department of Health: Global Life Centre, SCM unit  
C/O Phalo Avenue & R63  
(Opposite Engine Garage)  
Bisho

Bidders must immediately ensure that they are **correctly registered on CSD (Central Supplier Database)** when collecting the Bid documents

Closing date is **04 NOVEMBER 2022 at 11:00 am**  
**No late Bids will be accepted.**

For any queries, please email T. Notshe: [scmdemand@echealth.gov.za](mailto:scmdemand@echealth.gov.za)

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## 1. SCHEDULE A – SBD 1 Invitation to Bid

### 1.1. Part A – Invitation to Bid

<b>THE EASTERN CAPE DEPARTMENT OF HEALTH INVITES BIDS FOR:</b>					
BID NUMBER:	SCMU3-22/23-0517-HO	CLOSING DATE:	<b>04 NOVEMBER 2022</b>	CLOSING TIME:	<b>11h00</b>
DESCRIPTION	<b>PROCUREMENT OF PROFESSIONAL MECHANICAL ENGINEERING SERVICES FOR UPGRADES &amp; MAINTENANCE RELATED WORKS</b> <u>CLUSTER THREE – BUFFALO CITY METRO &amp; AMATHOLE</u>				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
<b>Eastern Cape Department of Health – GLOBAL LIFE CENTRE</b>					
<b>SCM UNIT, C/O PHALO AVENUE &amp; R63</b>					
<b>(OPPOSITE ENGINE GARAGE) BISHO</b>					
BIDDING PROCEDURE AND TECHNICAL ENQUIRIES MAY BE DIRECTED TO:					
CONTACT PERSON		<b>THABISA NOTSHE</b>			
TELEPHONE NUMBER		043 708 2633			
E-MAIL ADDRESS		<b>scmdemand@ehealth.gov.za</b>			
<b>NO COMPULSORY BID CLARIFICATION MEETING</b>					
<b>BID DOCUMENTS MAY BE OBTAINED FROM THE DEPARTMENTAL WEBSITE</b> <b>(<a href="http://www.ehealth.gov.za/tenders">www.ehealth.gov.za/tenders</a>)</b>					
<b>BID VALIDITY PERIOD IS 120 DAYS</b>					
<b>BIDS WILL BE OPENED IN PUBLIC ON THE DATE OF CLOSING AT 11h00 AT THE ABOVE ADDRESS</b>					

<b>1. SUPPLIER INFORMATION – MECHANICAL ENGINEERING FIRM</b>			
1.1.	NAME OF BIDDER ENTERPRISE - (NAME OF THE TRADING ENTERPRISE AS PER CSD)	[Name of ENTERPRISE]	
1.2.	PROFESSIONAL INDEMNITY	[Professional Indemnity Reg]	
1.3.	STREET ADDRESS OF BIDDER	[Street Address]	
1.4.	TELEPHONE NUMBER OF BIDDER	[Telephone landline No.]	
1.5.	CELLPHONE NUMBER OF BIDDER	[Cell No.]	
1.6.	E-MAIL ADDRESS OF BIDDER	[E-mail]	
<b>2. PROFESSIONAL REGISTRATION COMPLIANCE STATUS OF PROFESSIONALS EMPLOYED BY THE MECHANICAL ENGINEERING FIRM</b>			
2.1.	INITIALS & SURNAME OF PROFESSIONALS EMPLOYED FOR THE SERVICES OFFERED IN THIS BID	ECSA CATEGORY OF REGISTRATION: Professional Engineer, Professional Engineering Technologist, Professional	ECSA REGISTRATION No.

		Certificated Engineer, Professional Engineering Technician.	
1			
2			
3			
4			
5			
6			
7			
8			
<b>3. B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE</b>			
	B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ATTACHED (B-BBEE STATUS LEVEL SWORN AFFIDAVIT BY ACCREDITED AUTHORITY)	YES [tick]	NO [tick]

## 2. Part B – Terms and Conditions of Bidding

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. ALL MANDATORY RETURNABLE SCHEDULES TO BE COMPLETED IN FULL AND SUBMITTED.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000, THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (act 5 of 2011), AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, AS AMENDED, THE PROFESSIONAL CONSULTANTS SERVICES AGREEMENT (PROCSA)
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM WHICH WILL CONSIST AS A MINIMUM OF THE FOLLOWING AS DESCRIBED HEREIN. Professional Consultants Services Agreement (PROCSA) - Annexure B; Form of offer – Schedule M; Contract Data – Annexure E; Returnable Schedules A – O.
1.5. ONLY MECHANICAL ENGINEERING PROFESSIONAL SERVICE PROVIDERS WHO ARE REGISTERED WITH ECSA WILL BE CONSIDERED FOR THIS BID.
1.6 THE BIDDER MUST HAVE ALL LEVELS OF COMPETENCY (REGISTERED ENGINEER, TECHNOLOGIST, TECHNICIAN AND WORKS INSPECTORS)
ALL PROPOSED PROFESSIONALS MUST BE REGISTERED WITH ECSA, WORKS INSPECTORS MUST BE COMPETENT PERSON A OHS ACT MACHINERY.

## 2.TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

## QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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

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

SIGNATURE OF BIDDER: .....

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

NAME OF MECHANICAL ENGINEERING FIRM

..... (Proof of authority in the form of a signed agreement attached hereto)

DATE: .....

## **4. BACKGROUND AND TERMS OF REFERENCE**

### **4.1. HEALTH CARE FACILITIES**

In terms of the service delivery optimization plan of Eastern Cape Department of Health, these two Districts namely **BUFFALO CITY METRO AND AMATHOLE** District have been identified to receive Infrastructure Mechanical Upgrades & Maintenance Related Works in terms of the GIAMA guidelines.

### **4.2. SERVICE DELIVERY OPTIMIZATION**

The ECDOH has over the years relied on Implementing Agents to implement the maintenance of all Electro-Mechanical Equipment in the Province's facilities. These Implementing Agents have adopted a reactive approach to the maintenance program which has proved very expensive and ineffective for the Department of Health.

The implementation of this Bid for Procurement of Professional Services will help reduce the number of breakdowns through the call centre and assist the facilities to have reliable equipment and reduce possibility of equipment failure resulting in Medico-legal cases and litigation against the Department.

The facilities without Scheduled Maintenance also do not comply with the National Health Standards and National Norms and Standards.

## **5. OBJECTIVE OF THE PROPOSED INFRASTRUCTURE MECHANICAL SERVICES**

The objective is the:

- Implementation of Scheduled Maintenance to all Electro-Mechanical Equipment and installations.
- Allow the equipment to last longer and less breakdowns
- Make all Installations compliant with Occupational Health and Safety Act and its Regulations.
- Specify and recommend Replacement Equipment which must be the latest Technology.
- Management of all the contracts to ensure the Engineering standards are met and Value for money

## 6. SCOPE OF INFRASTRUCTURE SERVICES REQUIRED

### 6.1. MECHANICAL ENGINEERING SCOPE OF WORK:

The scope of work shall be based on the project requirements (reference to be made on item 4 above) and the latest Engineering Council Board Notice 41 of 2017: Guidelines for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000) as published in Government Gazette No.40691 dated 17 March 2017

PROGRAM	PROJECT DETAIL
Mechanical (Upgrades)	Refurbishment, modifications and replacement of the Lifts
Mechanical (Upgrades)	Replacement of Theatre HVAC System
Plant , Equipment and machine Maintenance	Scheduled Maintenance to Boilers in Amathole and BCM
Plant , Equipment and machinery Maintenance	Scheduled Maintenance to Generators Amathole
Plant , Equipment and machinery Maintenance	Scheduled Maintenance to Generators Buffalo City
Plant , Equipment and machinery Maintenance	Scheduled Maintenance to Laundry Equipment Amathole
Plant , Equipment and machinery Maintenance	Scheduled Maintenance to Laundry Equipment Buffalo City
Plant , Equipment and machinery Maintenance	Scheduled Maintenance to Kitchen Equipment Amathole
Plant , Equipment and machinery Maintenance	Scheduled Maintenance to Kitchen Equipment Buffalo City
Plant , Equipment and machinery Maintenance	Scheduled Maintenance to Various Refrigeration, Mortuaries and Heat Pumps - Amathole DM
Plant , Equipment and machinery Maintenance	Scheduled Maintenance to Various Refrigeration, Mortuaries and Heat Pumps - Buffalo City DM
Plant , Equipment and Machinery Maintenance	Scheduled Maintenance to Various Autoclave, Sterilizer and Bed Pan Washer Equipment - Buffalo City DM
Plant , Equipment and machinery Maintenance	Scheduled Maintenance to Various Autoclave, Sterilizer and Bed Pan Washer Equipment - Amathole DM
Plant , Equipment and Machinery Maintenance	Scheduled Maintenance to Various Vacuum and Compressed Medical Gas Supply - Amathole DM
Plant , Equipment and Machinery Maintenance	Scheduled Maintenance to Various Vacuum and Compressed Medical Gas Supply - Buffalo City DM
Plant , Equipment and machinery Maintenance	Scheduled Maintenance to Various Fire Detection and Prevention - Amathole DM
Plant , Equipment and machinery Maintenance	Scheduled Maintenance to Various Fire Detection and Prevention - Buffalo City DM
Plant , Equipment and machinery Maintenance	Scheduled Maintenance to Various Theatre HVAC - Amathole DM
Plant , Equipment and Machinery Maintenance	Scheduled Maintenance to Various Theatre HVAC - Buffalo City DM
Plant , Equipment and machinery Maintenance	Scheduled Maintenance to Various Central HVAC Systems - Amathole DM
Plant , Equipment and Machinery Maintenance	Scheduled Maintenance to Various Central HVAC Systems - Buffalo City DM
Mechanical (Upgrades)	Replacement of Machinery and Equipment (Generators, Laundry, Kitchen, etc)
Mechanical (Upgrades)	Replacement of 2 x HFO Fired Boilers at Frere Hospital



## 7. INFRASTRUCTURE PLANNING, DELIVERY, PROCUREMENT AND MANAGEMENT

The strategic approach for the Engineering and Technical Services of *infrastructure maintenance, improvements, refurbishment or new infrastructure* is guided by the concept of the Infrastructure Delivery Management System (IDMS), the chosen government wide system for Infrastructure Delivery.

The National Treasury, in consultation with relevant stakeholders, conducted the SIPDM review, which resulted in the **Framework for Infrastructure Delivery and Procurement Management (FIDPM)**. The FIDPM prescribes minimum requirements for effective governance of infrastructure delivery and procurement management.

- Treasury Instructions Notes No. 4 of 2015/16 in terms of Public Finance Management Act (PFMA); and
- Circular 77 for Model Supply Chain Management (SCM) policy for Infrastructure Procurement and delivery management.

The Framework specifies the allocation of clear responsibilities for performing activities and making decisions at control points, stages and procurement gates. The Framework promotes the concept ‘value for money’ by organs of state throughout all the Infrastructure Delivery Management and Infrastructure Procurement Management processes and activities to promote optimal use of resources to achieve the intended outcomes. The expected deliverables shall be executed in accordance with the FIDPM Project Life-cycle stages as follow: Stage 6 which is Handover is not applicable for this bid.

### STAGE 0 - INITIATION

The details contained in this Bid Document as prescribed by the Department of Health defines project objectives, needs, acceptance criteria, organization’s priorities and aspirations, procurement strategies, and which sets out the basis for the development of the Concept Report. Planning for the Proposed Projects under the Health Department’s Infrastructure Programme focuses primarily on the Packaging” of projects, i.e., the identification of a “package” or scope to be implemented in one single contract.

The identification of a “package” or scope in one single contract is informed and guided by Need & priorities as determined by the U-Amp (User Asset Management Plan), IAMP (Infrastructure Asset Management Plan) and Strategic priorities of the Department as depicted in the IPMP Infrastructure Programmed Management Plan) and B5 project list.

### STAGE 1 & 2– INCEPTION / CONCEPT

The Inception / Concept Stage represents an opportunity for the development of different design concepts to satisfy the project requirements, as developed during Stage 0. It also presents, through the testing of alternative approaches, an opportunity to select a conceptual approach. The ultimate objective of this stage is to determine whether the project is viable to proceed, with respect to available budget, technical solutions, timeframe and other information that may be required.

The Inception / Concept Report should as a minimum, provide the following information:

- a) Condition and suitability assessment reports and as-built drawings of all buildings. Document the initial design criteria, cost plan, design options and the selection of the preferred design option, or the methods and procedures required to maintain the condition of infrastructure for the project.
- b) Establish the detailed brief, scope, scale, form and cost plan for the project, including, where necessary, the obtaining of site studies and construction and specialist advice.
- c) Provide an indicative schedule for documentation and construction or maintenance services, associated with the project.
- d) Include a site development plan, and other suitable schematic layouts of the mechanical works and bulk services.
- e) Describe the statutory permissions, funding approvals and utility approvals required to proceed with the works associated with the project.
- f) Include a baseline risk assessment for the project, and a health and safety plan, which is a requirement of the Construction Regulations, issued in terms of the Occupational Health and Safety Act.
- g) Contain a risk report linked to the need for further surveys, tests, other investigations and consents and approvals, if any, during subsequent stages and identified health, safety and environmental risk.

### **STAGE 3 - DESIGN DEVELOPMENT**

The Design Development Report shall as necessary:

- a) Develop in detail the approved concept to finalize the design and definition criteria.
- b) Establish the detailed form, character, function and costings.
- c) Define all components in terms of overall size, typical detail, performance and outline specification.
- d) Describe how infrastructure, elements, or components thereof are to function, how they are to be safely constructed, how they are to be maintained and how they are to be commissioned.
- e) Confirm that the project scope can be completed within the budget or propose a revision to the budget.

### **STAGE 4 – DOCUMENTATION AND PROCUREMENT**

Documentation and Procurement provides the:

- a) production information that details, performance definition, specification, sizing and positioning of all systems and components that would enable construction.
- b) manufacture, fabrication and construction information for specific components of the work informed by the production information.

### **STAGE 5 – CONSTRUCTION / WORKS**

The following is required for completion of the Construction/Works Stage:

- a) Completion of the works is certified in accordance with the provisions of the contract; or
- b) The goods and associated services are certified as being delivered in accordance with the provisions of the contract.

### **HANDOVER STAGE NOT APPLICABLE TO THIS BID**

### **STAGE 6 - CLOSE OUT**

The Close-Out Stage commences when the end user accepts liability for the works. It is complete when:

- a) Record information is archived.
- b) Defects certificates and certificates of completion are issued in terms of the contract.

## 8. PROCUREMENT STRATEGY

- a) The type of Professional service required for the Scope at Buffalo City Metro and Amathole is complex and specialist in nature and the Mechanical professional services required involves technically complex work which calls for considerable innovation, creativity, expertise and/or skills.
- b) The SANS 294, Construction Procurement Processes, Procedures and Methods, states that a contract shall not be awarded to a tenderer who cannot demonstrate that he possesses the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, and the personnel, to perform the contract. The procurement of professional services should result in the award of a professional service contract based on demonstrated competence and qualifications for the type of services required, at fair and reasonable prices.
- c) To ensure that professional service contracts are awarded to firms which have both the capacity and capability to provide the quality of the service at a reasonable price and not necessarily to those that are the least costly, the procurement strategy, pricing strategy and contracting strategy adopted to achieve quality and value for money in the professional service appointments, have the following features and elements:
  - 1. A competitive bidding procedure has been adopted, whereby Mechanical Professional Service Providers who are eligible in terms of the pre-qualification criteria applicable to this bid are invited to submit bids.
  - 2. The full and unambiguous requirements in the scope of work required have been specified with clear quantities and timelines.
  - 3. Pricing Strategy: For the feasibility stages of the Infrastructure Maintenance Services, the time-base proven cost Pricing Method has been adopted for the professional services required and once the feasibility and estimated cost have been established, a fixed Fee and a Percentage Fee based on an estimated infrastructure Maintenance Services Value Mechanical Professional Pricing Method applies.
  - 4. The minimum qualifications of persons required to perform specific functions have been specified and proof of professional registration forms part of the Administrative Compliance / pre-qualification Stage 1 Evaluation Criteria.
  - 5. Bidders may not claim Professional Fees for resources that are not registered with the relevant Statutory bodies. Professional Resources must be professionally registered with the relevant statutory bodies and proof of Professional Registration shall be provided on the SBD 1 form if the service is offered on the SBD 3.3 Pricing Schedule.
  - 6. In terms of the contracting strategy, the Professional Services Contract shall be a Term Contract with the following featuring elements:
    - i. Duration of the Term Contract is a minimum of 60 months or until all milestones have been achieved.

- ii. Fixed hourly rates for certain time-based services shall be based on a predetermined time period during which these services must be rendered.
- iii. A fixed Fee and a Percentage Fee based on an estimated infrastructure Maintenance Services value can be charged once the feasibility and estimated Infrastructure Maintenance Services Cost has been established.

## 9. SCOPE OF MECHANICAL PROFESSIONAL SERVICES REQUIRED

### 9.1. LIST OF MECHANICAL PROFESSIONAL SERVICES REQUIRED

The Mechanical Professional Services required in this bid shall be delivered in accordance with the relevant Statutory Council's professional services guidelines and code of conduct to achieve the (FIDPM) deliverables, consisting in summary of the following as illustrated in *Table 1* here below:

*Table 1 - Summary of PSP services required*

Infrastructure Scope	Infrastructure Scope Description	Mechanical Professional Services required to deliver the FIDPM End of Stage Deliverables for the Infrastructure Scope	Applicable Project life-cycle Stages for this specific Infrastructure Scope in terms of the Framework for Infrastructure Delivery and Procurement Management (FIDPM)
Infrastructure Scope	Procurement of Professional Mechanical Engineering Services for Upgrades and Maintenance Related Works - For A Period of Five (5) Years – Cluster Two – Buffalo City and Amathole District	Mechanical Engineering Services	Project Initiation Stage 0
			Inception / Concept Stage 1&2
			Design Development Stage 3
			Documentation / Procurement Stage 4
			Construction / Works Stage 5
			Close-out Stage 6

### 9.2. DESCRIPTION OF THE ENGINEERING WORKS

#### a) Mechanical Engineering Services.

- The Scope of the Mechanical Professional Services required shall be in alignment with the relevant Statutory Council's professional services guidelines and code of conduct to achieve the (FIDPM) deliverables.
- The resources employed shall be registered with the Engineering Council of South Africa (ECSA) (Engineering Profession Act of 2000 (Act No. 46 of 2000))
- Mechanical engineering Services include the planning and design of plant and systems for as per the scope of works detailed in this document.

### **9.3. Pricing of Professional Fees and Disbursements**

The pricing of the Professional Fees and disbursements shall be done in accordance with the Pricing Schedule SBD 3.3. The Pricing Schedule consist of 3 Parts as follows:

#### **Part 1 - Time Based Fees.**

1. Time-Based proven cost Pricing as prescribed, is applicable:
  - a. For FIDPM Concept Stage 2 & Design Development Stage 3.
  - b. To have a basis for paying any additional Professional Services that may be required for any other reasons.
  - c. For emergency and or disaster related, unplanned infrastructure improvements and maintenance related items under Scope, during Concept Stage 2 to Close Out Stage 6 – Time based fees apply as offered on SBD3.3 for the Feasibility FIDPM Stages.
2. The bidders shall indicate the quantity of the various categories of resources offered to perform the Services and if offered and priced, provide proof of Professional Registration on the SBD 1 form.
3. The number of Hours offered and distributed across the categories of professional service shall add up and be equal to hours where prescribed by the Employer.
4. The Charge Rate / Hour offered shall include cost of the professionals employed to render the services, overheads, mark-up and profit.
5. Fee payment claims shall be on a proven cost basis with portfolio of evidence of meeting and site attendance registers, travelling log sheets, time sheets and copies of deliverables etc.

#### **Part 2 – Fixed Fee and Percentage Based Fees**

1. Bidders are required to offer a fixed Fee and a Percentage Fee based on an estimated infrastructure improvement value during FIDPM Stages 4-6 on all projects.
2. The fees offered shall cover cost of the professionals employed to render the services, overheads, mark-up and profit.
3. Fee payment claims shall be on a proven cost basis with portfolio of evidence of meeting and site attendance registers, travelling log sheets and copies of deliverables etc.

#### **Part 3 – Disbursements: Reimbursable Expenses:**

##### **1. Vehicle Travelling Costs.**

On the Pricing schedule, the following is to be noted:

- a. Bidders shall indicate the distance (return trip) from the specific PSP Office locations (As per SBD1) to various destinations as prescribed.
- b. Bidders shall indicate the Maximum Vehicle Engine Size to be used by Company
- c. Bidders shall indicate the Charge Rate per Km (As per DPW published tariffs at the time of closing of bid).
- d. The Employer pre-determined and prescribed the number of trips for this bid in order to have a set basis to compare the bids.
- e. Reimbursement of these costs shall be on a proven cost basis with portfolio of evidence, meeting and site attendance registers, travelling log sheets and copies of deliverables etc. in support of claims.
- f. The service provider will be expected to travel within the district of the appointed project, service provider to have a central office in the district to save time and kilometres

## **2. Time Travelling Costs.**

On the Pricing schedule, the following is to be noted:

- a. Bidders shall indicate the quantity of the various categories of resources who will be travelling. In certain instances, the Employer pre-determined and prescribed the category and employee levels for this bid in order to have a set basis to compare the bids.
- b. Bidders shall indicate the distance (return trip) from the various employee levels specific Office locations (As per SBD1) to various destinations as prescribed.
- c. Bidders shall indicate the Travel Time, the No. of Hours (return trip).
- d. Bidders shall indicate the Charge Rate per Hour offered. The Charge Rate shall be fixed.
- e. The Employer pre-determined and prescribed the number of trips for this bid for certain employee levels in order to have a set basis to compare the bids.
- f. Reimbursement of these costs shall be on a proven cost basis with portfolio of evidence, meeting and site attendance registers, travelling log sheets and copies of deliverables etc. in support of claims.

## **Part 4 – Provisional Sums**

### **1. Special Studies and Investigation Costs.**

Reimbursement of these items shall be on a proven cost basis and estimated Provisional Sums have been allowed for in the Pricing Schedule in order to have a set basis to compare the bids for:

- a. Suppliers testing and Commissioning the Equipment

### **2. Typing, duplicating Costs.**

- a. Reimbursement of these costs shall be in accordance with the Public Works & Infrastructure Reimbursable tariffs applicable. An estimated Provisional Sum has been allowed for in the Pricing Schedule in order to have a set basis to compare the bids.
- b. The costs of typing, printing and duplicating work in connection with the documentation which must be done shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as adjusted from time to time and referred to below, is obtainable on the Website: <http://www.publicworks.gov.za/> under "Documents"; "Service providers Guidelines"; item 1.
- c. If the Service Provider cannot undertake the work himself, he/she may have it done by another service provider which specialises in this type of work, and he/she shall be paid the actual costs incurred upon submission of statements and receipts which have been endorsed by him/her confirming that the tariff is the most economical for the locality concerned.
- d. Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.

- e. The typing of correspondence, appendices and covering letters are deemed to be included in the fees.

## **10. EVALUATION CRITERIA**

The bid shall be evaluated as follows:

Stage 1: Administrative Compliance / pre-qualification

Stage 2: Functionality

Stage 3: Price and B-BBEE Points

### **10.1. Stage 1: Administrative Compliance / pre-qualification**

- a. The purpose of the Administrative Compliance / pre-qualification is to determine which bid responses are compliant and non-compliant with the bid conditions issued by the Health Department as part of the bidding process.
- b. The Health Department has defined minimum pre-qualification criteria that must be met by the Bidder for the Health Department to accept a bid for evaluation. In this regard a pre-qualification verification will be carried out by the Health Department in order to determine whether a bid complies.
- c. Where the Bidder's bid fails to comply fully with any of the pre-qualification criteria, or the Health Department is for any reason unable to verify whether the pre-qualification criteria are fully complied with, the Health Department shall have the right to either:
  - i. Reject the Bid in question and not to evaluate it at all.
  - ii. Give the Bidder an opportunity to submit/or supplement the information and/or documentation provided, so as to achieve full compliance with the pre-qualification criteria, provided that such information and/or documentation can be provided within a period of 7 (seven) days, or such alternative period as the Health Department may determine, of it being requested by the Health Department and is administrative in nature, as opposed to forming a material part of the Bidder's Bid;
  - iii. In any event permit the Bid to be evaluated, subject to the outstanding information and/or documentation being submitted prior to the award of the Bid.

### **10.2. Evaluation Criteria for Stage 1: Administrative Compliance / pre-qualification**

The following criteria shall apply:

- a. The bid documentation must be completed comprehensively and correctly.
- b. Declaration forms (SBD) must be signed.
- c. All Mandatory Returnable Schedules and information required therein to be completed in full and submitted.
- d. Only Bidders who complied with the Stage 1 Evaluation criteria may proceed to the Evaluation Stage 2.
- e. Only Mechanical Engineering Professional Service Providers who are Registered with ECSA Will Be Considered for this Bid.



### 10.3. Stage 2: Evaluation in terms of Functionality

Clause Number	Submission Data	
	<b>Table 1: MECHANICAL ENGINEERING CATEGORY</b>	
	<b>BID SUBMISSION EVALUATION CRITERIA</b>	<b>TOTAL (MAX) POINTS (C)</b>
	<b>1. EXPERTISE OF KEY PERSONNEL – 50 POINTS.</b>	
	<b>Breakdown of Points: Note - Candidate certificate is not acceptable</b>	
	Attach a certified copy of Engineering Council of South Africa certificate ( <b>Professional Engineer</b> ) with a minimum of 10 + years' experience plus. Certificate to be active and CV must be attached	<b>50</b>
	Attach a certified copy of Engineering Council of South Africa certificate ( <b>Professional Engineer</b> ) with a minimum of 6 years' experience. Certificate to be active and CV must be attached	<b>40</b>
	Attach a certified copy of Engineering Council of South Africa certificate ( <b>Professional Engineering Technologist</b> ) with a minimum of 4 years' experience. Certificate to be active and CV must be attached	<b>30</b>
	Attach a certified copy of Engineering Council of South Africa certificate ( <b>Professional Engineering Technician</b> ) with a minimum of 1-3 years' experience Certificate to be active and CV must be attached	<b>25</b>
	Attach a certified copy of a competent person " in relation to machinery, as per OHS Act General Machinery Regulations ( <b>Works Inspector</b> ) with a minimum of 1-3 years' experience Certificate to be active and CV must be attached	<b>20</b>
	None or partial submission of any above or incompatibility with the above categories.	<b>0</b>
	<b>2. RELEVANT PROJECT EXPERIENCE.</b>	
	PROOF OF PROJECTS/EXPERIENCE RELATED TO THE SCOPE OF WORK (TESTIMONIAL SIGNED AND STAMPED ON A CLIENT LETTERHEAD MUST BE ATTACHED): 50 POINTS IF YOU WERE A SUB CONSULTANT TO THE PROJECT, AND YOUR CLIENT IS ANOTHER CONSULTANT, THE PRINCIPAL CLIENT MUST PROVIDE A SUPPORTING LETTER.	
	<b>Breakdown of Points:</b>	
	Service Provider must have completed at least 5 projects of the similar scope applying for. For each, a written testimonial from client or employer with the bid	<b>50</b>
	Service Provider must have completed at least 4 projects of the similar scope applying for. For each, a written testimonial from client or employer with the bid	<b>40</b>
	Service Provider must have completed at least 3 projects of the similar scope applying for. For each, a written testimonial from client or employer with the bid	<b>20</b>
	<p>The Evaluation Criteria will be done in two (2) phases as follows:</p> <p><b>Phase 1:</b> Functionality: Service Providers are to achieve a minimum of 60 points score to be considered for phase 2 and such a total must be a collection of points under Key personnel + Project Experience and Project reference. Any Service Provider that has one of the mentioned category not submitted will not be considered for this Expression of Interest.</p> <p><b>Phase 2:</b> Compliance to BID submission rules and conditions -</p>	

### 10.4. Stage 3: Evaluation in terms of Price and B-BBEE Preference Point System

#### Step 1: Calculation of points for price

1. The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis.
2. In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2011 (act 5 of 2011), and the Preferential Procurement Regulations 2017 as amended, responsive bids shall be adjudicated on the 80/20

preference point system in terms of which points awarded to bidders for price is calculated as follow:

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

Where:

Ps: Points scored for comparative price of bid under consideration

Pt: Comparative price of bid under consideration

Pmin: Comparative price of lowest acceptable bid

## Step 2: Calculation of points for B-BBEE status level of contributor

- Preference points will be allocated according to the following \*table:

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

\* Preferential Procurement Policy Framework Act, 2011 (act 5 of 2011),

- Bidders are required to complete the preference claim form (SBD 6.1) and submit their original and valid B-BBEE status level verification certificate or a certified copy thereof or sworn affidavit in case of a Consortium, EMEs and QSEs at the closing date and time of the bid in order to claim the B-BBEE status level points.
- Only bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE status level certificate issued by a SANAS accredited verification agency will be considered for preference points.
- Failure on the part of the bidder to comply with above paragraphs will be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated a zero (0).
- The Department of Health may, before the bid is adjudicated or at any time, require a bidder to substantiate claims it has made regarding preference.

### Step 3: Calculation of total points scored for price and B-BBEE status level of contributor

1. The points scored for price must be added to the points scored for B-BBEE status level of contributor to obtain the bidder's total points scored out of 100.
2. The points scored will be rounded off to the nearest 2 decimals.

### 11. CHECKLIST OF MANDATORY RETURNABLE DOCUMENTS

Schedule List	Description	YES	NO
Schedule A	SBD 1 - Invitation to Bid		
Schedule B	SBD 3.3 - Pricing Schedule		
Schedule C	SBD 4 - Declaration of Interest		
Schedule D	SBD 6.1 - Preference Points Claim		
Schedule E	Signed JV Agreement		
Schedule F	Proof of CSD Registration		
Schedule G	B-BBEE Status Level Verification Certificate		
Schedule H	Copy of letter of Good Standing with Compensation for Occupational and Injuries Disease Act (COIDA/FEM) REGISTRATION CERTIFICATE		
Schedule I	Proof of Professional Indemnity Insurance Documents		
Schedule J	Proof of Experience of the Mechanical Eng. Copies of Practical Completion Certificates		
Schedule K	Proof of Professional Registration of Mechanical Professional Resources offered to render services and incur disbursements as per the SBD 1 and SBD 3.3 Pricing Schedule.		
Schedule L	Confirmation of Receipt of Addenda to Bid Documents		
Schedule M	Form of Offer and Acceptance		

### 12. THE CONTRACT

1. The Contract consist of the following:
  - a. Professional Consultant Services Agreement (PROCSA) - Annexure B.
  - b. Form of Offer and Acceptance – Schedule M
  - c. Contract Data – Annexure E
  - d. All other relevant returnable Schedules A – O

### 13. ANNEXURES & RETURNABLE SCHEDULES

#### ANNEXURE A –INFRASTRUCTURE SCOPE DESCRIPTIONS

The Brief and Scope of the proposed infrastructure Maintenance required at Health Care Facilities in Buffalo City Metro and Amathole consist of the following:

- **Infrastructure Scope**

Type of Service	Fee Amount
Refurbishment, modifications and replacement of the Lifts	
Replacement of Theatre HVAC System	
Scheduled Maintenance to Boilers in Amathole and BCM	
Scheduled Maintenance to Generators Amathole	
Scheduled Maintenance to Generators Buffalo City	
Scheduled Maintenance to Laundry Equipment Amathole	
Scheduled Maintenance to Laundry Equipment Buffalo City	
Scheduled Maintenance to Kitchen Equipment Amathole	
Scheduled Maintenance to Kitchen Equipment Buffalo City	
Scheduled Maintenance to Various Refrigeration, Mortuaries and Heat Pumps - Amathole DM	
Scheduled Maintenance to Various Refrigeration, Mortuaries and Heat Pumps - Buffalo City DM	
Scheduled Maintenance to Various Autoclave, Steriliser and Bed Pan Washer Equipment - Buffalo City DM	
Scheduled Maintenance to Various Autoclave, Steriliser and Bed Pan Washer Equipment - Amathole DM	
Scheduled Maintenance to Various Vacuum and Compressed Medical Gas Supply - Amathole DM	
Scheduled Maintenance to Various Vacuum and Compressed Medical Gas Supply - Buffalo City DM	
Scheduled Maintenance to Various Fire Detection and Prevention - Amathole DM	
Scheduled Maintenance to Various Fire Detection and Prevention - Buffalo City DM	
Scheduled Maintenance to Various Theatre HVAC - Amathole DM	
Scheduled Maintenance to Various Theatre HVAC - Buffalo City DM	
Scheduled Maintenance to Various Central HVAC Systems - Amathole DM	
Scheduled Maintenance to Various Central HVAC Systems - Buffalo City DM	
Replacement of Machinery and Equipment (Generators, Laundry, Kitchen, etc)	
Replacement of 2 x HFO Fired Boilers at Frere Hospital	

## **EMERGENCY RELATED UNPLANNED MAINTENANCE REQUIRED**

1. Service Providers may also be required to assist from time to time, as and when instructed to do so by the Client, the ETS (Engineering & Technical Services Directorate) Emergency Infrastructure Call Centre with assessments, specifications, and production of pricing schedules and or Bills of Quantities, procurement of contractors (Contractors on the pre-qualified ECDOH Database), for emergency, unplanned maintenance related items that are reported to the Emergency Infrastructure Call Centre by facilities.
2. For emergency or unplanned maintenance related items that are reported to the Emergency Infrastructure Call Centre by the management of facilities, the type of facilities may include Clinics, CHC's, District Hospitals, Regional Hospitals, Specialized & Tertiary Hospitals, EMS, Forensic Laboratories, Nurses Homes and District Offices, Lilitha Nurses Colleges and Student Nurses homes, but will be limited to this Cluster and those facilities where other PSP have not already been contracted to render this specific service at those specific facilities.

**ANNEXURE B – (PROCSA) PROFESSIONAL CONSULTANT SERVICES  
AGREEMENT**

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### OTHER ANNEXURES:

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## AGREEMENT

### 1.0 DEFINITIONS AND INTERPRETATIONS

- 1.1 Where words and phrases are **bold** in the text of this document they shall bear meaning assigned to them in this 1.1 and where such words and phrases are not **bold** they shall bear the meaning consistent with the context:
- 1.1.1 **AGREEMENT:** This document and the annexures listed in the **schedule** which together from the agreement between the client and the **consultant**
- 1.1.2 **CLIENT:** The contracting party named in the **schedule** responsible for the development
- 1.1.3 **CLIENT'S REPRESENTATIVE:** A representative designated by the **client** and named in the **schedule** to act with complete authority on the **client's** behalf and who shall be available at all reasonable times
- 1.1.4 **CONSULTANT:** The contracting **party** named in the **schedule** providing the **services**
- 1.1.5 **CONSTRUCTION PROGRAMME:** A **schedule** of activities necessary to manage the construction process
- 1.1.6 **CONTRACT:** An agreement entered into between the **client** and a **contractor** for the execution of the **project** or part thereof
- 1.1.7 **CONTRACTOR:** The entity or entities entering into **contract (s)** with the **client** for the execution of the **works** or part thereof



- 1.1.8 **DAYS:** Twenty-four (24) hour days commencing at midnight (00.00) which include working and non-working days
- 1.1.9 **DEVELOPMENT MANAGER:** An entity appointed if required by the **client** to execute the development requirements on his behalf
- 1.1.10 **DEVELOPMENT PROGRAMME:** An overall programme for the whole development incorporating all stages
- 1.1.11 **DOCUMENTATION PROGRAMME:** A schedule of activities necessary to manage the production of construction documentation
- 1.1.12 **FINANCIAL DESIGN CRITERIA:** Design factors which may improve value
- 1.1.13 **OTHER CONSULTANTS:** Entities or third parties acting on behalf of the **client** to provide professional or specialist services on any aspect of the **project**
- 1.1.14 **PARTY:** The **client** or the **consultant** entering into this **agreement**
- 1.1.15 **PRINCIPAL AGENT:** The entity named in the **schedule** appointed and authorized by the **client** as agent to manage and administer the **contract (s)**
- 1.1.16 **PRINCIPAL CONSULTANT:** The entity named in the **schedule** appointed by the **client** to manage the **services** of all **other consultants**
- 1.1.17 **PROCUREMENT PROGRAMME:** A **schedule** of activities necessary to manage the tender adjudication and award process of all **contractors** and suppliers involved in the **project**
- 1.1.18 **PROJECT:** The project named and described in the **schedule**
- 1.1.19 **PROJECT INITIATION PROGRAMME:** A schedule of activities necessary to manage the work and **services** of all parties involved in the **project** up to the end of design development
- 1.1.20 **SCHEDULE:** The variables, amendments and /or **project** specific conditions as set out in Annexure A
- 1.1.21 **SCOPE OF WORK:** The portion of the **works** for which the **consultant** is required to provide **services** as stated in the **schedule**
- 1.1.22 **SERVICES:** The duties and functions of the **consultant** set out in Annexure B
- 1.1.23 **SITE:** The land defined in the **schedule** on which the **works** are to constructed
- 1.1.24 **TAX:** Value added tax, sales tax or any other similar statutory tax or statutory levy applicable to this **agreement**
- 1.1.25 **WORKS:** All work executed or intended to be executed according to the **contract(s)**

- 1.2 The address for notices arising out of this **agreement** shall be delivered to the physical address stated in the **schedule**. Either **party** may by notice to the other change its physical address provided that such new physical address shall be in the same country stated in the **schedule**
- 1.3 Any legislation referred to in this **agreement** shall be that which was applicable on the date of first signature of this **agreement**
- 1.4 In this **agreement**, unless inconsistent with the context:
- 1.4.1 The words “accept”, “advise”, “appoint”, “authorize”, “certify”, “consent”, “decide”, “delegate”, “designate”, “grant”, “instruct”, “issue”, “notify”, “object”, “record”, “refuse”, “reply”, “request” and “specify” shall indicate an act required to be carried out in writing.
- 1.4.2 The masculine gender includes the feminine and neuter genders and vice versa, the singular includes the plural and vice versa and persons shall include legal entities.
- 1.4.3 The headings of clauses are for reference purposed only and shall not be used in the interpretation thereof
- 1.5 The law applicable to this **agreement** is the law stated in the **schedule**
- 1.6 All monetary amounts exclude tax, which tax where applicable shall be added to any amounts which become due and payable
- 1.7 Notice in terms of this **agreement** may be given as set out hereunder and shall be deemed to have been duly received when:
- 1.7.1 Delivered by hand – on the day of delivery
- 1.7.2 Sent by electronic e-mail-three (3) **days** after transmission
- 1.8 This **agreement** constitutes the entire **agreement** between the parties and no representations, terms, conditions or warranties not contained in this **agreement** shall be binding on the **parties**. No **agreement** or addendum varying, adding to, cancelling or deleting from this **agreement** shall be effective unless reduced to writing and signed by both **parties**.
- 1.9 The original signed **agreement** shall be held by the entity named in the **schedule** who shall provide copies certified by a commissioner of oaths to the other **party** on request

## **2.0 PROJECT**

- 2.1 The **client** is desirous of undertaking the **project** described in the **schedule**
- 2.2 The **project** is situated on the site as described in the **schedule**

### 3.0 APPOINTMENT

- 3.1 The **client** appoints the **consultant** who accepts the appointment to carry out the **services** for the **scope of work** stated in this **agreement**.

### 4.0 DURATION OF AGREEMENT

- 4.1 The **agreement** shall be effective from the date stated in the **schedule** notwithstanding the date of signature. If no date is stated in the **schedule**, the **agreement** shall be effective from the date on which the **consultant** commences the **services**
- 4.2 Subject to 7.3, this **agreement** shall have been discharged by performance when the **consultant** has completed the **services** and has received full payment of fees and disbursements due.

### 5.0 CLIENT'S OBLIGATIONS

- 5.1 The **client** shall designate a **client's representative** named in the **schedule** and if required shall appoint a **development manager**. The **client** may change the **client's representative** by notice to the **consultant**.
- 5.2 The **client** shall accurately and timeously specify its requirements and provide **site** and other information, decisions and instructions to the **consultant**
- 5.3 The **client** shall, if requested to do so by the **consultant**, provide within fourteen (14) **days**:
- 5.3.1 Written proof that funding is available for the requirements of the **project**
- 5.3.2 A Security acceptable to the **consultant** for the payment of the **consultant's** fees and disbursements
- 5.4 The **client** shall notify the **consultant** of the appointment of the **principal consultant**, **principal agent** and **other consultants** for the **project**.
- 5.5 The **client** shall instruct the **other consultants** to cooperate in absolute good faith and comply with and adhere to all reasonable requests by the **consultant** and the **principal consultant**.
- 5.6 The **client** shall make available free of charge to the **consultant** the equipment and facilities stated in the **schedule**.
- 5.7 The **client** shall pay all costs and charges levied by local or other authorities having jurisdiction regarding the execution of the **project**

### 6.0 CONSULTANT'S OBLIGATIONS

- 6.1 The **consultant** shall generally provide the **services** reasonable required set out in Annexure B in relation to the **scope of work** in the **schedule**

- 6.2 The **consultant** shall exercise reasonable professional skill, care and diligence in the performance of the obligations in terms of this **agreement**
- 6.3 Where the **services** assigned to the **consultant** include the obligation to certify or to exercise discretion or quasi-arbitrational functions in carrying out the **services**, the **consultant** shall be obliged to exercise such obligations, discretion and functions in an independent professional manner acting with reasonable skill, care and diligence with regard to all interests involved
- 6.4 The **consultant** shall not make any material alteration, or addition to, or omission from the approved design, budget or programme without the consent of the **client** and/or the **principal consultant** except when required to do so by any applicable law or when arising from an emergency. In such circumstances, the **consultant** shall notify the client, **principal consultant** and **other consultants** as soon as practicable of the action taken
- 6.5 The **consultant** shall cooperate in absolute good faith, comply with and accurately and timeously adhere to all reasonable requests by the **client**, **principal consultant**, **principal agent** and other **consultants**.

## **7.0 LIMIT OF CONSULTANT'S LIABILITY**

- 7.1 Notwithstanding 6.0, the **consultant** shall specifically not be liable for the following:
- 7.1.1 Acts or omissions of **other consultants**
  - 7.1.2 Construction methods, techniques, sequences and procedures employed by the contractor(s)
  - 7.1.3 Any material, component, system, specialist design or workmanship failing to perform according to the claims of manufactures, suppliers, contractors or subcontractors
  - 7.1.4 Reasonable deviation from any estimates of costs and/or budgets
  - 7.1.5 Failure by the **contractor** or the **client** to perform in terms of the **contract**
  - 7.1.6 Delays due to causes beyond the **consultants** control
  - 7.1.7 Acts or omissions of third parties
- 7.2 The maximum amount of compensation payable by the **consultant** to the client in respect of liability is limited to an amount selected in the **schedule**. In no selection is made in the **schedule**, then the maximum compensation shall be twice the fees payable by the client to the **consultant** in terms of 9.1. the **client** waives all claims against the **consultant** exceeding the stated maximum amount of compensation payable.
- 7.3 All claims against the consultant shall lapse after a liability period of five (5) years, which period shall commence on the earlier of:
- 7.3.1 Practical or equivalent completion of the **works**

- 7.3.2 Completion by the **consultant** of the **services**
- 7.3.3 Suspension, postponement, expiry or termination of all the contracts
- 7.3.4 Cancellation or termination of this **agreement**
- 7.4 The **client** hereby indemnifies the **consultant** against all claims by third parties which arise out of or in connection with **services** rendered under this **agreement**:
  - 7.4.1 Which exceed the maximum amount of compensation in terms of 7.2 and,
  - 7.4.2 for the full amount of any such claims after the period stated in 7.3

## **8.0 PROFESSIONAL INDEMNITY INSURANCE**

- 8.1 The **party** responsible shall provide professional indemnity insurance as stated in the **schedule**
- 8.2 The **party** responsible shall maintain the insurance policy for the duration of the liability period in terms of 7.3 and shall on request by the **party**, provide proof of such insurance.

## **9.0 PROFESSIONAL FEES**

- 9.1 The **client** agrees to pay the **consultant** such professional fees as stated apportioned in the **schedule** for the **services** rendered in respect of the **scope of work**

## **10.0 THIRD PARTY SERVICES**

- 10.1 The **client** shall appoint and remunerate any third party rendering services to the **project**
- 10.2 The **client** shall reimburse the **consultant** for all expenses in respect of fees and costs incurred in respect of third parties on behalf of and with the approval of the **client**

## **11.0 DISBURSEMENTS**

- 11.0 Unless otherwise stated in the **schedule** the **client** shall, in addition to the professional fees payable, reimburse the **consultant** for the following expenses properly incurred for the **project**:
  - 11.1.1 Printing, plotting, photocopying, maps, models, presentation materials, photography and similar documentation including all reproduction or purchasing of documents
  - 11.1.2 Accommodation, subsistence and travelling allowances, including kilometer allowances at current recognized rates for the use of vehicles.
  - 11.1.3 International telephone calls and facsimiles, special postage and courier deliveries
  - 11.1.4 Other expenses stated in the **schedule**

- 11.2 Reimbursements shall be made monthly upon proof by the **consultant** that such expenses were incurred.

## **12.0 ADJUSTMENT OF PROFESSIONAL FEES AND DISBURSEMENTS**

### **12.0 Scope of project**

#### **12.1.2 Scope of work**

#### **12.1.3 Services**

#### **12.1.4 Project Programme**

#### **12.1.5 The cost of the works**

#### **12.1.6 The cost of the project**

#### **12.1.7 Appointment of the other consultants**

#### **12.1.8 Appointment of contractors**

- 12.2 Should any material variation to the parameters stated in 12.1 occur, the professional fees and disbursements shall be adjusted.

## **13.0 PAYMENTS**

- 13.1 The **consultant** shall be entitled to render invoices monthly taking cognizance of the appointment of fees in the **schedule**. Such invoices shall be due and payable by the **client** on receipt thereof
- 13.2 Should the **client** not have paid any invoice within thirty (30) **days** of receipt, the **client** shall be liable for interest for late payment. Such interest shall be calculated and payable at a rate of two (2) percentage points above the rate of interest applicable from time to time to prime borrowers at the **consultant's bank** from the due date for payment
- 13.3 Should the **client** dispute any aspect of an invoice submitted by the **consultant**, the client shall give notice with reasons within thirty (30) **days** and shall not delay payment of the undisputed amount
- 13.4 Should the **client** allege a claim against the **contractor** or any third party, such claim should be dealt with on its own merits. The **client** is not entitled to withhold payment to the **consultant** on this account
- 13.5 The **client** shall make payment without any set-off and herewith waives all rights to any such set-off

## **14.0 ASSIGNMENT**

- 14.1 Neither the **client** nor the **consultant** shall assign obligations under this **agreement** without the written consent of the other **party**.

## 15.0 CONFIDENTIALITY AND COPYRIGHT

- 15.1 Both **parties** shall keep all sensitive information obtained by them in the context of this **agreement** confidential and shall not divulge it without the prior written approval of the other **party**
- 15.2 The **consultant** retains the copyright of all documents and/or designs prepared by the **consultant** for the project. The **client** has the right to the use and the benefit of the documentation produced for the sole purpose of its intended use on the **project** subject to compliance with the terms and conditions of this **agreement**.
- 15.3 The **client** is entitled to all data and factual information collected by the **consultant** and paid for by the **client**

## 16.0 CONFLICT OF INTEREST AND CORRUPTION

- 16.1 The **consultant** shall disclose in the **schedule** any interest or involvement in the **project** other than a professional interest in terms of this **agreement**
- 16.2 The **consultant** shall not:
  - 16.2.1 Offer, give, receive or solicit anything of value with a view to influencing the behaviour or action of anyone, directly and indirectly intended to stifle or reduce the benefits of free and open competition
  - 16.2.2 Misrepresent, facts in order to influence selection process or the execution of the project including the use of collusive practices intended to stifle or reduce the benefits of free and open competition.

## 17.0 CANCELLATION AND SUSPENSION

- 17.1 Either **party** shall be entitled to terminate this **agreement** should the other **party** be in breach of a material term of this **agreement** and provided written notice of such breach had given demanding that the breach be remedied within fourteen (14) **days** and, despite such notice, the defaulting **party** remains in breach.
- 17.2 Notwithstanding 17.1, the **client** shall be entitled to cancel this **agreement** forthwith in the event of the **consultant** committing a breach in term of 16.2
- 17.3 The **client** may, without prejudice to its right to cancel, suspend the whole or part of the **services**. Prior to such suspension the **client** shall give the **consultant** fourteen (14) **days** written notice to suspend and to make arrangements to stop the **services** and to minimize further expenditure.
- 17.4 The **consultant** may, without prejudice to its rights to cancel, suspend the whole or part of the **services** in the event where:
  - 17.4.1 The **client** has failed to pay an invoice of the **consultant** on due date and the **consultant** has given the **client** notice in terms of 17.1, or

- 17.4.2 **Services** have been suspended under 17.3 and the period of suspension has exceeded six (6) months, or it is evident to the **consultant** that it will be unlikely or impractical to resume the suspended **services** before the period of suspension has exceeded six (6) months, or
- 17.4.3 The **consultant** has given the **client** notice of a material breach in terms of 17.1
- 17.5 Should the **client** cancel or suspend this **agreement**, other than a cancellation in terms of 17.2 then:
- 17.5.1 The **consultant** shall be paid a fair value for services rendered in terms of this **agreement**, and
- 17.5.2 Other than in the case of a breach by the **consultant** in terms of 17.1, the **consultant** shall, in addition to the fee calculated in terms of 17.5.1, be paid a surcharge of ten percent (10%) of the remaining fee which would have been payable had the **services** been rendered in full in terms of this **agreement**
- 17.6 Should either party be prevented by a cause beyond its control from performing its obligations in terms of this agreement, it may cancel or suspend this agreement without prejudice to the rights that the parties have against one another.

## 18.0 RESOLUTION OF DISPUTES

- 18.1 Should any dispute whatsoever arise between the **parties**, then either **party** hereto may declare a dispute by delivering notice of the details thereof to the other **party**, which dispute shall be referred to mediation prior to arbitration
- 18.2 Prior to arbitration and should the **parties** so agree, the dispute shall be referred to a single mediator without the parties having legal representation. The mediator shall be selected by agreement between the **parties** with fourteen (14) **days** of agreeing to such mediation. Failing such agreement, the mediator shall be nominated on the application of either party by the entity named in the **schedule**. The mediator shall be appointed jointly by the **parties**.
- 18.3 The mediator shall have absolute discretion in the manner in which the mediation proceeding shall be conducted
- 18.4 The mediator shall deliver a copy of his reasoned opinion to each party within twenty-one (21) **days** of his appointment
- 18.5 The opinion so expressed by the mediator shall be final and binding on the **parties** unless either party within twenty-one (21) days of the delivery of the opinion, notifies the other **party** of its unwillingness to accept the said opinion, in which event the dispute shall be referred to arbitration in terms of this **agreement**.
- 18.6 The costs of mediation shall be determined by the mediator and shall be borne equally by the parties and shall be due and payable to the mediator on presentation to them of the mediator's invoices



- 18.7 Each **party** shall bear any other costs it may have incurred in connection with the mediation
- 18.8 The mediation proceedings shall not prejudice the rights of the parties in any manner whatsoever in the event of the dispute proceeding to arbitration
- 18.9 Arbitration shall be by a single arbitrator who shall be selected by agreement between the parties within fourteen (14) days of the rejection of the mediator's opinion in terms of 18.5. Failing such agreement, nominated on the application of either party by the entity named in the schedule. The arbitrator shall be appointed jointly by the parties, failing which by either one of the **parties**
- 18.10 The arbitrator shall have power to open up, review and revise any opinion, decision, requisition or notice and to determine all matters in dispute which shall be submitted to him, and of which notice shall have been given as aforesaid, in the same manner as if no such opinion, decision, requisition or notice had been given
- 18.11 The arbitrator shall be conducted according to the rules decided by the arbitrator.

19.0 SIGNATURES OF THE CONTRACTING PARTIES

Thus done and signed on  at

Name of Signatory

Capacity of signatory

For and on behalf of the **client** who by  
Signature hereof warrants authorization

Signed as witness

Details of witness:

Name of witness

Physical address:

Thus done and signed on  at

Name of signatory

Capacity of signatory

For and on behalf of the **consultant** who by  
Signature hereof warrants authorization

Signed as witness

Details of witness:

Name of witness:

Physical address:

## ANNEXURE A

### SCHEDULE

This **schedule** contains all variables, amendments and/or special conditions pertaining to this **agreement**, which variables and/or special conditions, shall take precedence over the terms and conditions of this agreement

Spaces requiring information shall be filled in or shown as “not applicable” and not left blank

Where insufficient space is provided the information should be annexed hereto and across-referenced to the applicable clause of this **schedule**. Square bracketed references in italics refer to clauses in the **agreement**.

#### A.1 CONTRACTING PARTIES

**Client**

[1.1.2,1.2]

Postal address

Country

Postal code

Tel

Fax

E-mail

Physical Address

Country

Postal code

**Consultant**

[1.1.4,1.2]

Postal address

Country

Postal code

Tel

Fax

E-mail

Physical Address

Country

Postal code

## A.2 EFFECTIVE DATE

The agreement shall effective

from

## A.3 CLIENT'S REPRESENTATIVE

*Client's representative*

[1.1.3,5.1]

Postal address

Country

<input type="text"/>	Postal code	<input type="text"/>
----------------------	-------------	----------------------

Tel

<input type="text"/>	Fax	<input type="text"/>
----------------------	-----	----------------------

E-mail

Physical Address

Country

<input type="text"/>	Postal code	<input type="text"/>
----------------------	-------------	----------------------

## A.4 PRINCIPAL CONSULTANT

*Principal consultant*

[1.1.6]

Postal address

Country

<input type="text"/>	Postal code	<input type="text"/>
----------------------	-------------	----------------------

Tel

<input type="text"/>	Fax	<input type="text"/>
----------------------	-----	----------------------

E-mail

Physical Address

Country

<input type="text"/>	Postal code	<input type="text"/>
----------------------	-------------	----------------------

## A.5 PRINCIPAL AGENT

*Principal agent*

[1.1.15]

Postal address

Country

<input type="text"/>	Postal code	<input type="text"/>
----------------------	-------------	----------------------

Tel

<input type="text"/>	Fax	<input type="text"/>
----------------------	-----	----------------------

E-mail

Physical Address

Country

<input type="text"/>	Postal code	<input type="text"/>
----------------------	-------------	----------------------

## A.6 OTHER CONSULTANTS

[1.1.13]

*Architect*

Civil Engineer	
Development Manager	
Electrical Engineer	
Fire Consultant	
Construction Health & Safety	
Interior Designer	
Landscape Architect	
Mechanical Engineer	
Project Manager	
Quantity Surveyor	
Structural Engineer	
Wet Services Consultants	

## A.7 PROJECT

[1.1.18,1.1.23,2.1,2.2]

Scope, description & extent

Site Identification

Site Address

## A.8 SCOPE OF WORK

[1.1.21]

The **Consultant** shall provide **services** related to the following aspects of the **works** and/or the **project**:

--

## A.9 DOCUMENTS

This **agreement** including:

[1.1.1.1.9]

Annexure A: Schedule\_\_\_\_\_

Annexure B: Schedule\_\_\_\_\_


Signed set of original  
Documents held by:

--

## A.10 LIMIT OF CONSULTANTS LIABILITY

[7.2]

Select **one** of the following:

- |   |          |                      |
|---|----------|----------------------|
| 1. Available proceeds of the professional indemnity insurance Policy after exclusions, legal costs and <b>tax</b> | (yes/no) | <input type="text"/> |
| 2. Specific amount  |          | <input type="text"/> |
| 3. An amount of twice the fees payable by the <b>client</b> to the <b>consultant</b>                              | (yes/no) | <input type="text"/> |

## A.11 PROFESSIONAL INDEMNITY INSURANCE

[8.1]

The **party** responsible for professional indemnity insurance:

*(client/consultant)*

- 1.1 Limit of indemnity per claim  
Or  
Limit of indemnity in the aggregate

- 1.2 Non claimable amount (excess/deductible)

2. The Renewal date of the policy is:

## A.12 SCOPE OF WORK

[9.1,12.0]

The professional fees excluding **tax** shall be:

## A.13 APPORTIONMENT OF PROFESSIONAL FEES

[9.1,13.1]

The apportionment of professional fees shall be:

## A.14 DISBURSEMENTS

Method of reimbursement

[11.1]

Select one of the following:

1. Included in professional fees (yes/no)
2. A fixed amount of
3. Proven cost (yes/no)
4. Other

**Expenses**

[11.1]

Amendments to expenses shall be:

**Other Expenses**

[11.1.4]

## A.15 INTERESTS OF CONSULTANT

[16.1]



## A.16 EQUIPMENT & FACILITIES TO BE PROVIDED BY CLIENT

[5.6]

--

## A.17 APPLICABLE LAW

[1.5]

The law of the country applicable to this **agreement** shall be that of:

--

## A.18 MEDIATOR

[18.2]

Nominated by:

--

Postal Address

--

Country

	Postal code	
--	-------------	--

Tel:

	Fax	
--	-----	--

E-mail

--

## A.19 ARBITRATOR

[18.9]

Nominated by:

--

Postal Address

--

Country

	Postal code	
--	-------------	--

Tel:

	Fax	
--	-----	--

E-mail

--

## A.20 AMENDMENTS AND/OR SPECIAL CONDITIONS

[1.1.20]

Notwithstanding anything to the contrary contained in this agreement, the following shall specifically apply:

--

## ANNEXURE B

### SCOPE OF SERVICES

The **consultant** shall in broad terms provide the **services** related to the **scope of work** as described in Annexure A. These **services** exclude **services** related to mediation, arbitration and/or litigation

#### B.0 STAGE 0: PROJECT INITIATION

This stage is in broad terms defined as follows:

Establish the need, desirability and viability of understanding development together with securing the appropriate land and rights to undertake such a development in accordance with the **project initiation programme**

##### B.0.1 Stage 0 services

--	--

Further services:

--

##### B.0.2 Stage 0 deliverables

--	--

Further deliverables:

--

## B.1 STAGE 1: INCEPTION

This stage is in broad terms defined as follows:

Establish the **client** requirements and preferences, assess user needs and options, appointment of necessary consultants, establish the **project** brief including **project** objectives, priorities, constraints, assumptions, aspirations and strategies

### B.1.1 Stage 1 services

--	--

Further services:

--

### B.1.2 Stage 0 deliverables

--	--

Further deliverables:

--

## B.2 STAGE 2: CONCEPT AND VIABILITY

This stage is in broad terms defined as follows:

Prepare and finalise the **project** concept in accordance with the brief including the scope, scale, character, form, function, **development programme** and viability of the **project**.

### B.2.1 Stage 2 services

--	--

Further services:

--

### B.2.2 Stage 2 deliverables

--	--

Further deliverables:

--

## B.3 STAGE 3: DESIGN DEVELOPMENT

This stage is in broad terms defined as follows:

Develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and **documentation programme** for the **project**

### B.3.1 Stage 3 services

--	--

Further services:

--

### B.3.2 Stage 3 deliverables

--	--

Further deliverables:

--

## B.4 STAGE 4: DOCUMENTATION AND PROCUREMENT

This stage is in broad terms defined as follows:

Prepare the construction and procurement documentation, confirm and implement the **procurement programme**, strategies and procedures for effective and timeous procurement of necessary resources for the execution of the **project**

### B.4.1 Stage 4 services

--	--

Further services:

--

### B.4.2 Stage 4 deliverables

--	--

Further deliverables:

--

## B.5 STAGE 5: CONSTRUCTION

This stage is in broad terms defined as follows:

Manage, administer and monitor the **contracts** and processes, including the preparation and coordination of the procedures and documentation to facilitate practical completion of the **works**

### B.5.1 Stage 5 services

--	--

Further services:

--

### B.5.2 Stage 5 deliverables

--	--

Further deliverables:

--

## B.6 STAGE 6: CLOSE OUT

This stage is in broad terms defined as follows:

Fulfil and complete the **project** close out including the preparation of the necessary documentation to facilitate effective completion, handover and operation of the project

### B.6.1 Stage 6 services

--	--

Further services:

--

### B.6.2 Stage 6 deliverables

--	--

Further deliverables:

--



## ADDITIONAL REQUIREMENTS

## **ANNEXURE D – CONTRACT DATA**

### **Part 1: Contract Data provided by the Employer**

The Contract Data provided by the Employer is contained in the following Annexures and Schedules listed in the bid document and attached hereto:

- Professional Consultants Services Agreement (PROCSA)- Annexure B.
- Form of Offer and Acceptance – Schedule M

### **Part 2: Contract Data provided by the Service Provider**

The Contract Data provided by the Service Provider is contained in the following Mandatory returnable schedules listed in the bid document and attached hereto:

- SBD 1 – Service Provider Information - Schedule A
- SBD 3.3 - Pricing Schedule – Schedule B
- Signed Agreement – Schedule E
- Proof of Professional Indemnity Insurance Documents – Schedule I
- Proof of Professional Registration of all Professional Resources offered to render services and incur disbursements as per the SBD 1 and SBD 3.3 Pricing Schedule. – Schedule K
- Form of Offer and Acceptance – Schedule M

### **SCHEDULE B - SBD 3.3 - Pricing Schedule**

**Pricing Instruction to Bidders:** All Parts, Items and sub-items listed in the Pricing Schedule SBD 3.3 must be completed in full. In the event where the bidder elects not to offer a resource, rate fee or disbursements, the items or sub-items shall not be left blank but populated to indicate the value of NIL (0).

**Part 1 - Time Based Fees \***

**TABLE 2: TIME RELATED COSTS- CLUSTER TWO – BUFFALO CITY METRO & AMATHOLE**

<b>Number of people</b>	<b>KEY PERSONNEL</b>	<b>Name of the person</b>	<b>Task &amp; Responsibility</b>	<b>Time (Hrs)</b>	<b>Rate</b>	<b>Amount</b>
1	Mech Eng.			50		
1	Technologist			50		
1	Technician (1)			150		
1	Technician (2)			150		
1	Technician (3)			150		
1	Technician (4)			150		
1	Works Inspector (1)			200		
1	Works Inspector (2)			200		
1	Works Inspector (3)			200		
1	Works Inspector (4)			200		

Note: Above is only estimated quantities – subject to re-measurement

<b>Part 1 - Time Based Fees - Accumulative Combined Total in Rands for All items listed above</b>	<b>R</b> -----
---	-------------------

<b>Number of people</b>	<b>KEY PERSONNEL</b>	<b>Certificate Number for verification</b>
1	Mech Eng.	<b>Ecsa number</b>
1	Technologist	<b>Ecsa number</b>
1	Technician (1)	<b>Ecsa number</b>
1	Technician (2)	<b>Ecsa number</b>
1	Technician (3)	<b>Ecsa number</b>
1	Technician (4)	<b>Ecsa number</b>
1	Works Inspector (1)	<b>Qualification cert number/ trade cert no</b>
1	Works Inspector (2)	<b>Qualification cert number/ trade cert no</b>
1	Works Inspector (3)	<b>Qualification cert number/ trade cert no</b>
1	Works Inspector (4)	<b>Qualification cert number/ trade cert no</b>

## Part 2 – Fixed Fee and Percentage Based Fees

Cost of Work : R 228 351 788.00

Calculated Fee: R \_\_\_\_\_

Discount Offered : \_\_\_\_\_ % R \_\_\_\_\_

Discounted Fee Amount : R \_\_\_\_\_

(Discounted Fee to be carried to Final Summary)

Service Category	% Fee	Amount (Calculated on Discounted Fee)
<b><u>Stage 1: Inception</u></b> Establish client's requirements and preferences, refine user needs and options, establish the project brief including project objectives, priorities, constraints, assumption aspirations and strategies.	<b>5</b>	
<b><u>Stage 2: Concept and Viability (also termed Preliminary design).</u></b> Prepare and finalize the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project.	<b>15</b>	
<b><u>Stage 3: Design development (also termed Detail Design).</u></b> Develop the approved concept to finalize the design, outline specifications, cost plan, financial viability and programme for the project.	<b>20</b>	
<b><u>Stage 4: Documentation and Procurement.</u></b> Prepare procurement and construction documentation, confirm and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.	<b>20</b>	
<b><u>Stage 5: Contract Administration and Inspection</u></b> Manage, administer and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works	<b>35</b>	
<b><u>Stage 6: Close-Out</u></b> Fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project.	<b>5</b>	
<b>Total</b>	<b>100</b>	

**Part 2 - Fixed Fee and Percentage Based Fees - Accumulative Combined Total in Rands for All items listed above**

R \_\_\_\_\_

## Part 3 - DISBURSEMENTS

NB: Disbursements in the form of printing and travelling costs shall be paid according to the latest disbursement rates as published on the National Department of Public Works/ Government Gazette

### PRINTING, COPIES AND BINDING

	<b>Pages</b>	<b>Rate</b>	<b>Amount</b>
Typing & Printing	<b>7 000</b>		
Duplication	<b>7 000</b>		
A1 Drawing Copies	<b>500</b>		
A0 Drawing Copies	<b>500</b>		

Note: Above is only estimated quantities– subject to re-measurement

**Part 3 - Disbursements - Accumulative Combined Total in Rands for All items listed above**

**R**  
\_\_\_\_\_

### Part 4- Schedule: Travelling & Subsistence Expenses

All Traveling Expenses are to be priced according to the latest Gazetted Government Tariffs. The Department will pay the tariffs as published by the DPW without adding any surcharge to the published rates. The rates include fuel, maintenance, capital, insurance and depreciation

<b>MECHANICAL ENGINEERING SERVICES</b>					
Reimbursable Expenses: Vehicle Travelling Costs					
	Distance from Office location to each site	Maximum Vehicle Engine Size used	Charge Rate per Km (as per DPW published tariffs at the time of closing of bid)	kilometers	Sub-Total value
				3500	R
<i>For Monthly assessments round trips are encouraged Some of the Meetings combined and will be held at a neutral venue to save travelling costs</i>					

<b>MECHANICAL ENGINEERING SERVICES</b>					
Reimbursable Expenses: Vehicle Travelling Costs					
Category of registered Professional	Distance from the Office to site (s)	Travel time - no of hours (Return Trip)	Charge rate per Hour offered	kilometers	Subtotal
Professional Engineer				200	
Professional Technologist				300	
Professional Engineering Technician				500	
Works Inspector				2500	
					R

**Part 4 - Travelling & Subsistence Expenses - Accumulative Combined Total in Rands for All items listed above**

**R**  
\_\_\_\_\_

**Part 5 – Provisional Sums:**

PROVISIONAL SUMS		VALUE
ITEM 1	TESTING AND COMMISSIONING	R 350 000-00
ITEM 2	STATUTORY SUBMISSIONS	R 150 000- 00
ITEM 3	LEARNERSHIP FOR 2 STUDENTS	R 400 000-00
<b>PROVISIONAL SUMS TOTAL</b>		<b>R 900 000-00</b>

**Part 5 – Pricing Schedule Executive Summary Page**

SUMMARY OF SCHEDULE OF QUANTITIES			
Mechanical Engineering Services			
Section	Description	From Page	Amount
<b>1</b>	Time Based Fees	51	
<b>2</b>	Fixed Fee and Percentage Based Fees	52	
<b>3</b>	Disbursements	53	
<b>4</b>	Travelling & Subsistence Expenses	53	
<b>5</b>	Provisional Sums	54	<b>R 900,000.00</b>
<b>Sub Total 1</b>			<b>R</b>
Add: 15% Value Added Tax to Sub Total 2			<b>R</b>
<b>TOTAL CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE</b>			<b>R</b>
(This is fixed amount for the duration of the contract)			

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,

employed by the state?

**YES/NO**

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

Full Name	Identity Number	Name of State institution

---

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

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

2.2.1 If so, furnish particulars:

.....

.....

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

**YES/NO**

2.3.1 If so, furnish particulars:

.....

.....

### **3 DECLARATION**

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

---

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

## SCHEDULE D - SBD 6.1 - Preference Points Claim

### SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to ~~exceed~~/not exceed R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where

- $P_s$  = Points scored for price of bid under consideration
- $P_t$  = Price of bid under consideration
- $P_{\min}$  = Price of lowest acceptable bid

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

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

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

## 5. BID DECLARATION

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

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

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

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

## 7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

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

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

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>



Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**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 .....

.....

.....

## **SCHEDULE E - SPECIAL RESOLUTION OF JOINT VENTURE (FIRM AGREEMENT)**

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a Joint venture to jointly tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Firm)*

### **List of JV Consulting Firm Members (Names of enterprises as per SBD1 and CSD Numbers)**

- 1 \_\_\_\_\_  
\_\_\_\_\_
- 2 \_\_\_\_\_  
\_\_\_\_\_
- 3 \_\_\_\_\_  
\_\_\_\_\_
- 4 \_\_\_\_\_  
\_\_\_\_\_
- 5 \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ *(place)*

on \_\_\_\_\_ *(date)*

**RESOLVED that:**

- A. The above-mentioned Enterprises submit a Bid as a JV to the Department of Health in respect of the following Bid:

---

---

*(Bid Description)*

Bid Number: \_\_\_\_\_ (SCMU Number as per Bid Document)

- B. Mr/Mrs/Ms:

---

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows:

\_\_\_\_\_  
(Signature of Nominated Lead JV Member)

be, and is hereby, authorised to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the tender to the Enterprises in Mechanical Engineering Firm/Joint Venture mentioned above.

- C. The Enterprises constituting the Firm, notwithstanding its composition, shall conduct all business under the name and style of:

---

***(Name of Main Member as per SBD1)***

- D. Any of the Enterprises to the JV intending to terminate the JV agreement, for whatever reason, shall give the Department written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the JV as mentioned under item B above.



- E. No Enterprise to the Consortium shall, without the prior written consent of the other Enterprises to the JV and of the Department, cede any of its rights or assign any of its obligations under the JV agreement in relation to the Contract with the Department referred to herein.
- F. The Enterprises choose as the *Domicilium citandi et executandi* of the JV for all purposes arising from the consortium agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ (code)

E-Mail: \_\_\_\_\_

### List of Engineering Firm Members authorised to sign

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Note:

- 1 \* Delete which is not applicable.
- 2 **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Engineering Firm submitting this bid.
- 3 Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
- 4 Resolutions duly completed and signed, from the separate Enterprises who participate in this Engineering Firm must be attached to the Special Resolution.

**COMMISSONER OF OATH STAMP, DATE & SIGNATURE**

## **SCHEDULE F - Proof of CSD Registration**

Attached hereto is my / our certified copy of Proof of CSD Registration, My / our failure to submit the proof with the bid offer will lead to the conclusion that the ENTERPRISE/ company is not registered with the CSD, and therefore, the bid will be disqualified.

\* Kindly note that Proof of CSD Registration will be verified, and fraudulent certificates will lead to disqualification.

**INSERT HERE**

## **SCHEDULE G - B-BBEE Status Level Verification**

Attached hereto is my / our B-BBEE Status Level Verification Certificate

My / our failure to submit the certificate with the bid offer will lead to the conclusion that we failed to obtain a B-BBEE Status Level Verification Certificate and therefore, the bid will be disqualified.

\* Kindly note that B-BBEE Status Level Verification Certificate will be verified, and a fraudulent certificate will lead to disqualification.

\* Alternatively Copies of the BBEE Level certificates can be provided for all Members and a Sworn Affidavit may be submitted as part of the returnable SCHEDULE I - B-BBEE Status Level Verification Certificate stating the new Combined B-BBEE Status Level.

The Final SANAS accredited certified B-BBEE certificate can then be forwarded, later in the event of the bidder being successful with the bid, and when a letter of award has been issued.

**INSERT HERE**

**SCHEDULE H - Copy of letter of Good Standing with Compensation for Occupational and Injuries Disease Act (COIDA/FEM) REGISTRATION CERTIFICATE**

Attached hereto are my / our certified copies of Letters of good standing with the Compensation for Occupational Injuries and Diseases. My / our failure to submit the certificate with the bid offer will lead to the conclusion that the ENTERPRISE / company is not registered with COIDA/FEM, and therefore, the bid will be disqualified.

\* Kindly note that your letter of good standing will be verified, and fraudulent certificate will lead to disqualification.

**INSERT HERE**

## **SCHEDULE I - Copy of Professional Indemnity Insurance Documents**

Attached hereto are my / our original certified copies of professional indemnity insurance Documents for all Members. My failure to submit the copy with my / our bid document will lead to the conclusion that I am / we are do not have professional indemnity cover, and as such, our bid will be disqualified.

\* Kindly note that the professional indemnity insurance will be verified, and fraudulent documents will lead to disqualification.

\* Value of PI Insurance must be indicated

**INSERT HERE**

## **SCHEDULE J - Proof of Experience of the Mechanical Engineering Firm - Copies of Practical Completion Certificates**

Attached hereto is my Copies of Practical Completion Certificates. My failure to submit the copies with my / our bid document will lead to the conclusion that I / we do not have proof of Practical Completion Certificates and as such, our bid will be disqualified.

\* Kindly note that the copies of Practical Completion Certificates will be verified, and fraudulent documents will lead to disqualification. To be certified by a Commissioner of Oath.

The value of the projects shall be indicated on the Practical Completion Certificates for ease of reference and verification and certified by a Commissioner of Oath.

**INSERT HERE**

**SCHEDULE K - Proof of Professional Registration of all Professional Resources offered to render services and incur disbursements as per the SBD 1 and SBD 3.3 Pricing Schedule.**

Attached hereto is our Members Copies of Proof of Professional Registration of all Professional Resources offered to render services and incur disbursements as per the SBD 1 and SBD 3.3 Pricing Schedule. My failure to submit copies with my / our bid document will lead to the conclusion that I / we do not have Proof of Professional

Registration, and as such, our bid will be disqualified.

\* Kindly note that the copies of Proof of Professional Registration will be verified, and fraudulent documents will lead to disqualification. (candidates are not considered for this Bid)

**INSERT HERE**



#### **SCHEDULE L - Confirmation of Receipt of Addenda to Bid Documents**

I / We confirm that the following communications amending the bid documents that I / we received from Department of Health or his/her representative before the closing date for submission of bids have been considered in this submission.

**INSERT HERE**

## SCHEDULE M - Form of Offer and Acceptance

### Offer

The Employer, The Eastern Cape Department of Health, identified in the acceptance signature block, has solicited offers to enter a contract for:

**PROCUREMENT OF PROFESSIONAL MECHANICAL ENGINEERING SERVICES FOR UPGRADES AND MAINTENANCE RELATED WORKS - FOR A PERIOD OF FIVE (5) YEARS – CLUSTER THREE – BUFFALO CITY METRO AND AMATHOLE DISTRICT**

The bidder, identified in the offer signature block, has examined the documents listed in the Bid document and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of bid.

By the representative of the bidder, deemed to be duly authorized, signing this part of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

**The offered price for the rendering of Mechanical Engineering Professional Services, inclusive of value added tax, is:**

**R** ..... (in figures)

(Rands in words) .....

.....

.....

**\*Note: Where there is a discrepancy between the amount in figures and the amount in words, then the amount in words shall govern.**

**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 bidder before the end of the period of validity stated in the Bid, whereupon the bidder becomes the party named as the Service Provider in the conditions of Contract identified in the Contract Data.**

**THIS OFFER IS MADE BY THE FOLLOWING LEGAL ENTERPRISE: (cross out block which is not applicable)**

<p>Company or close corporation: <b>(Member)</b></p> <p>.....</p> <p>..... and:</p> <p>whose (Company or CC) registration number is:</p> <p>.....</p> <p>and: whose income tax reference number is:</p> <p>.....</p>
--

**OR**

<p>Natural person or partnership: <b>(Member)</b></p> <p>.....</p> <p>..... whose id ENTERPRISE number(s) is/are:</p> <p>..... whose income tax reference number is/are:</p> <p>.....</p>
---

**AND WHO IS** (if applicable):

<p>Trading under the name and style of:</p> <p>.....</p>

**AND WHO IS:**

<p>Represented herein, and who is duly authorised to do so, by:</p> <p>Mr/Mrs/Ms: .....</p> <p>In his/her capacity as: (Member)</p> <p>.....</p> <p>Name of Mechanical Engineering Firm</p>	<p>Note:</p> <p>A resolution / power of attorney, signed by all the directors / members / partners of the legal ENTERPRISES (Firm Members) must accompany this offer, authorising the representative to make this offer. (As per Firm Agreement attached)</p>
---	---

**SIGNED FOR THE BIDDER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

The Bidder elects as its *Domicilium citandi et executandi* in the Republic of South Africa, where all legal notices may be served, as (physical address):

.....  
.....

**Other contact details of the Bidder are:**

Telephone no: .....

Cellular phone no: .....

E-Mail: .....

Postal address:

.....

Bank: .....

Branch: .....

**Acceptance**

By signing this part of this form of offer and acceptance, the Employer identified below accepts the bidder's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the bidder's offer shall form an agreement between the Employer and the bidder 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:

- a. Professional Consultants Services Agreement (PROCSA) - Annexure B.
- c. Form of offer and Acceptance – Schedule O
- d. Contract Data – Annexure E
- e. All other relevant Returnable Schedules A - O

## Deviations

Deviations from and amendments to the documents listed in the Bid and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from set documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (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, if sent by registered post, 4 days from the date on which it was posted, if delivered by hand, on the day of delivery, provided that it has been delivered during ordinary business hours, or if sent by fax, the first business day following the day on which it was faxed. Unless the bidder (now Service Provider) within seven working days of the date of such submission 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.

### For the Employer:

Name of signatory	Signature	Date

<b>Name of Organisation:</b>	<b>Eastern Cape Department of Health</b>
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### Witnessed by:

Name of witness	Signature	Date

**PROCUREMENT OF PROFESSIONAL MECHANICAL ENGINEERING SERVICES FOR  
UPGRADES & MAINTENANCE RELATED WORKS**

**CLUSTER THREE – BUFFALO CITY METRO (BCM) & AMATHOLE**

**DOCUMENT CONTROL SHEET**

Revision			
Drafted By	Date:	Name: S Ntlongweni	Signature:
Reviewed By	Date:	Name: L Mdingi	Signature:
Recommended by: Programme Manager	Date:	Name:	Signature:
Approved By: Specification Committee	Date:	Name: Z George	Signature: <i>Z George</i>
Advert Approved By:	Date:	Name:	Signature: