



## Quotation Advert

**Opening Date:** 2020 / 10 / 01  
**Closing Date:** 2020 / 10 / 20  
**Closing Time:** 11:00

### INSTITUTION DETAILS

**Institution Name:** RK Khan Hospital  
**Province:** KwaZulu-Natal  
**Department or Entity:** Department of Health  
**Division or Section:** Supply Chain Management  
**Place where goods / Services is required** R.K KHAN HOSPITAL  
**Date Submitted** 2020 / 09 / 29

### ITEM CATEGORY AND DETAILS

**Quotation Number:** ZNQ: 164 / 20-21

**Item Category:** Services

**Item Description:**  
UPGRADE, MONITORING  
& ANNUAL SERVICE TO  
THE PHARMACY ALARM  
SYSTEM  
RE-ADVERTISED  
**Suppliers to come with  
their own Mask & Hand  
Sanitiser.**

**Quantity (if supplies)** AS PER SPEC.

### COMPULSORY BRIEFING SESSION / SITE VISIT

**Select Type:** **Briefing Session**  
**Date :** 2020 / 10 / 07  
**Time:** 11:00  
**Venue:** R.K Khan Hospital – MAINTENANCE DEPT.

### QUOTES CAN BE COLLECTED FROM:

Kindly take note the Quotation documents with the Specification is uploaded on the website. PRINT YOUR OWN QUOTATION DOCUMENTS. Only PAGE FIVE (5) of the quotation document that will be given at the site meeting, attach this page with the rest and submit. THE FULL QUOTATION DOCUMENTS WILL NOT BE GIVEN AT THE SITE MEETING. Only Suppliers attending the Site meeting that will QUALIFY.

FORMS CAN BE PRINTED ON-LINE OR PICKED UP FROM THE PRINTING ROOM, R.K. KHAN HOSPITAL

COMPLETED QUOTATIONS CAN BE DROPPED OFF IN THE TENDER BOX, R.K. KHAN HOSPITAL OR FAXED TO 0314087393.

QUOTES SHOULD BE DELIVERED TO:

Name:

Mrs M Khumalo

Email:

maud.khumalo@kznhealth.gov.za

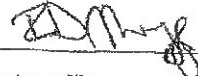
Contact Number:

031 459 6300

Finance Manager Name:

Mr ID Myeza

Finance Manager Signature:



No late quotes will be considered

164/20-21

STANDARD QUOTE DOCUMENTATION SUPPLY CHAIN MANAGEMENT OVER R30 000.00

YOU ARE HEREBY INVITED TO QUOTE FOR REQUIREMENTS AT: R.K KHAN HOSPITAL

DATE ADVERTISED: 01 OCTOBER 2020 CLOSING DATE: 20 OCTOBER 2020 CLOSING TIME: 11:00

FACSIMILE NUMBER: 031 403 7333 E-MAIL ADDRESS: maud.khumalo@kznhealth.gov.za

PHYSICAL ADDRESS: 336 R.K KHAN CIRCLE, WESTCLIFF, CHATSWORTH - 4092

ZNQ NUMBER: 164 / 20-21

DESCRIPTION: UPGRADE, MONITORING & ANNUAL SERVICE TO THE PHARMACY ALARM SYSTEM

CONTRACT PERIOD: 36 MONTHS (if applicable) VALIDITY PERIOD 60 Days SARS PIN:

CENTRAL SUPPLIER DATABASE REGISTRATION (CSD) NO. [Grid]

UNIQUE REGISTRATION REFERENCE [Grid]

DEPOSITED IN THE QUOTE BOX SITUATED AT (STREET ADDRESS) 336 R.K KHAN CIRCLE, WESTCLIFF, CHATSWORTH - 4092

Bidders should ensure that quotes are delivered timeously to the correct address. If the quote is late, it will not be accepted for consideration.

The quote box is open from 08:00 to 15:30.

ALL QUOTES MUST BE SUBMITTED ON THE OFFICIAL FORMS - (NOT TO BE RE-TYPED)

THIS QUOTE IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO WILL RESULT IN YOUR QUOTE BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

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

CELLPHONE NUMBER

E-MAIL ADDRESS

VAT REGISTRATION NUMBER (if VAT vendor)

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

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

OFFICIAL PRICE PAGE FOR QUOTATIONS

ZNQ NUMBER: .....

DESCRIPTION: UPGRADE, MONITORING & ANNUAL SERVICE TO THE PHARMACY ALARM SYSTEM .....

SIGNATURE OF BIDDER ..... DATE.....  
 [By signing this document I hereby agree to all terms and conditions]

CAPACITY UNDER WHICH THIS QUOTE IS SIGNED.....

Item No	Quantity	Description	Brand & model	Country of manufacture	Price	
					R	c
1	AS	UPGRADE, MONITORING & ANNUAL SERVICE				
	PER	TO THE PHARMACY ALARM SYSTEM				
	SPEC.	(PERIOD OF 36 MONTHS)				
		AS PER ATTACHED SPEC.				
		N.B: DECLARATION FORMS,CSD NO.,UNIQUE REG.,				
		SUBMIT BBBEE VERIFICATION CERTIFICATE OR				
		SWORN AFFIDAVID, THE CERTIFICATE MUST BE SANAS				
		APPROVED,MUST BE SUBMITTED WITH QUOTATION.				
		N.B: SAMPLE TO BE PROVIDED UPON REQUEST BY INSTITUTION				
		VIA EMAIL, UPON REQUEST THE SAMPLE MUST BE DROPPED				
		WITHIN 5 (FIVE) WORKING DAYS,FAILER TO SUBMIT UPON				
		REQUESTED PERIOD,THE SUPPLIER WILL BE DISQUALIFIED				
VALUE ADDED TAX @ 15% (Only if VAT Vendor)						
TOTAL QUOTATION PRICE (VALIDITY PERIOD 60 Days)						

Does This Offer Comply With The Specification?	Does The Article Conform To The S.A.N.S. / S.A.B.S. Specification?
Is The Price Firm?	State Delivery Period E.G. E.G. 1day, 1week

<p>Enquiries regarding the quote may be directed to:</p> <p>Contact Person: MNP MTHETHWA Tel: 0314596391</p> <p>E-Mail Address: mnqobi.mthethwa@kznhealth.co.za</p>	<p>Enquiries regarding technical information may be directed to:</p> <p>Contact Person: K PILLAY Tel:0314596145</p>
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health

Department:  
Health  
PROVINCE OF KWAZULU-NATAL

## SPECIFICATION

Private Bag X004  
CHATSWORTH, 4030  
Tel: 4596145 Email: krisan.pillay@kznhealth.gov.za  
[www.kznhealth.gov.za](http://www.kznhealth.gov.za)

R.K. KHAN HOSPITAL

### UPGRADE, MONITORING AND ANNUAL SERVICE TO THE PHARMACY ALARM SYSTEM

Tenders are hereby invited for the under-mentioned work. Tenders shall be placed in a sealed envelope and addressed to this office and endorsed:

Tender for and must be received not later than **11:00** on 20/10/2020

The work consists of providing all the labour, material, workmanship and machinery, and all other items which may be necessary in, and for the execution of the work and services described in the Articles of Agreement hereto.

The acceptance and adjudication of the Tender is subject to the Regulations of the State Tender Board and the Department does not bind itself to accept the lowest or any Tender.

The written acceptance of this Tender by the Department shall constitute a binding contract.

The Tender shall be supported by a resolution authorizing the person signing the Tender to act in that capacity.

The Tender shall remain valid for a period of **60 days** after the closing date of Tenders.

### INSPECTION OF SITE AND EQUIPMENT

Before tendering, Tenderers shall visit the site and make themselves conversant with the equipment to be restored, and/or serviced and maintained.

It is a condition of contract that Tenderers shall agree to apply the same prices for similar installations in use by other Government Departments in the same area, should they require similar restoration, and/or servicing and maintenance.

## **SECTION 2**

### **R K KHAN HOSPITAL**

**CONTRACT FOR THE PREVENTIVE MAINTENANCE, MONITORING, SERVICING AND REPAIRS OF THE INSTALLATION (S) DESCRIBED IN SECTION 4 OF THIS AGREEMENT.**

### **ARTICLES OF AGREEMENT**

**2.1** The Contractor shall – Undertake the required preventive maintenance, servicing and repair of the installation(s) detailed in the Schedule in Section 4, in accordance with the specifications in Section 3.

**Contract period: 36 months from the date of Letter of Acceptance.**

**2.1.1.** Inform the Regional Manager at least **7 days** before servicing as to when the installation(s) will be serviced, so as to enable the Regional Representative to arrange for inspections if considered necessary.

**2.2.** The Form of Tender hereto shall be signed and witnessed and all information required in the Tender and Appendices thereto filled in by the Tenderer. It shall be accompanied by the General Conditions of Contract, Specification, Schedule of Quantities and Appendices referred to in the Condition of Tender fully priced in the currency of the Republic of South Africa to show the amount of the Tender inclusive of all VAT, Regional Services Council and other relevant obligations. The Appendices to the Tender and applicable Schedules shall be completed and signed where applicable.

**2.3.** The Tender shall be submitted in accordance with instructions given in the Additional Conditions of Tender annexed hereto.

**2.4.** The Tenderer shall allow in the Tender for all labour, material, construction plant, temporary works and everything else necessary for the execution and completion of the Works in accordance with the Tender documents.

**2.5.** No alteration shall be made in the Tender, Schedule of Quantities or other documents and the Tenderer shall be deemed to have complied entirely with the terms of the Tender documents.

**2.6.** All recipients of the Tender documents (whether a Tender is submitted or not) shall treat the details of the documents as confidential and secret.

**2.7.** The Department will not be responsible for or pay for any expenses or losses which may be incurred by any Tenderer in the preparation of the Tender or in visiting the Site in connection therewith.

**2.8.** Tenderers should note and take account of the nature of the site as no claims for additional expenses due to the nature of the site will be considered during the contract stage.

**2.9.** The Tenderer shall be responsible for making arrangements with the Officer in charge of the

site or building regarding the availability of the installation to the Tenderer for inspection for the purpose of preparing his Tender.

The appointed Contractor shall be responsible for making similar arrangements for the purpose of Maintenance, Servicing and Repairs. In the event of the Contractor failing to make such arrangements, admission to the site may be refused by the Officer in charge and the Accounting officer will not be responsible for any additional costs which the Contractor may incur by such refusal.

**2.10.** Tenderers are warned that should their Tender include any conditions or qualifications at variance with, or in addition to, the conditions embodied herein, such Tenders will be regarded as ineligible and shall be rejected.

**2.11.** All work carried out by the Contractor or his staff, and all goods to be supplied shall comply with the requirements of the Occupational Health and Safety Act (Act 85 of 1993) and all regulations made thereunder, as amended and SABS. Code 0400-1990 and all regulations made thereunder, wherever applicable. The Contractor shall report in writing to the Officer in Charge any contraventions of the Act and Code as far as the installation as installed and operated is concerned.

**2.12. Use of sub-contractors**

The Contractor shall not be permitted to make use of a subcontractor on this contract except in the case of specialized services and then only if prior written permission has been obtained from the Accounting Officer.

**2.13.** The Contractor, who is required to carry out any work or render any service at the site of the Works, shall comply with all relevant statutory enactments and exonerate the Department from any liability whatsoever.

**2.14.** By the submission of a Tender, the Tenderer shall be deemed to have acknowledged that he has satisfied himself before tendering as to the correctness and sufficiency of his Tender to cover all his obligations under any Contract that may result from this Tender. Should anything which is usually or necessarily supplied with goods of the nature of that forming the subject of this Tender or which may reasonably be inferred as being necessary be omitted from either the Drawings or the Specification, the successful Tenderer shall supply or execute the same as if it had been particularly specified or shown without any claim for extra payment.

**2.15.** The Department reserves the right to inspect the Tenderer's and his Suppliers' works to assess calibration, testing, storage and handling facilities to assure itself of the capabilities of the Tenderer to perform in accordance with the Specification and delivery requirements of the Tender.

**2.16.** In the event of failure of the Contractor to maintain and/or repair any installation to the satisfaction of the CEO or his appointed representative, the latter reserves the right to make any arrangements necessary

or expedient in regard to said maintenance and/or repairs to any installation appearing in the Schedule in Section 4 attached hereto, and the Contractor shall be liable to the State for payment of any additional expenditure thereby incurred, as well as for payment of damages which the State may have suffered as a result of the Contractor's default or negligence.

**2.17.** In the event of it becoming evident that there is any deterioration or defects, in part or as a whole of the system or systems to be maintained under this contract, especially towards the end of the maintenance contract period, such a deterioration or defect shall be rectified and made good by the Contractor. Failure to do so, either the incoming Contractor or others will do such rectifications and the cost thereof shall then be for the account of the outgoing Contractor.

**2.18.** In the event of the Contractor having committed any breach whatsoever of the terms and conditions hereof, the Hospital Representative shall, on behalf of the State, be entitled to give the Contractor fourteen (14) days written notice, requiring the Contractor to remedy such breach, and if the Contractor shall thereafter continue to be in breach, the Tender Board shall thereupon have the right forthwith to declare this agreement cancelled without any further notice thereof to the Contractor, and such cancellation shall in no way prejudice any claim which the State may then or thereafter have against the Contractor for any damages and breach of any of the terms and conditions thereof.

**2.19.** All notices or processes which may be necessary to be given to, or serve upon, parties in terms hereof or otherwise, shall be deemed to have been validly served if sent by registered post addressed to the parties at the premises herein described, or if delivered to such premises by hand.

**2.22** All costs of, and incidental to, the preparation and stamping of this contract shall be paid by the Contractor.

**2.23 Variation of extent of contract**

The Hospital Representative reserves the right to add to, or to delete from the list of installations and/or equipment in Section 4 during the currency of this agreement. Should an agreement not be reached on prices for additions the Department reserves the right to execute the additional work by any other means.



## **SECTION 3**

### **SPECIFICATIONS**

#### **3A PROJECT SPECIFICATION:**

##### **3A.1 General Description of Works**

This contract comprises a comprehensive preventive maintenance service entailing regular testing and inspections of the equipment described in the Schedule in Section 4 at specific intervals, and consequently carrying out routine and breakdown maintenance. In the event of failures, the Contractor shall do all the necessary repairs and re-commission the equipment to full working order.

The work shall include:

1. Restoration of the system, where required
2. Routine preventive maintenance
3. Corrective maintenance
4. Breakdown maintenance
5. Repair and replacement of spare parts
6. Maintenance of equipment records and inventory control systems
7. Training
8. Control systems, as may be deemed necessary, shall be provided by the Contractor to ensure efficient performance and ease of internal and external auditing.

The Contractor shall in addition to his own personnel, also be required to provide his own workshop, tools, transport and test equipment. The client will not purchase any of the above at the conclusion of the contract. The price tendered for the restoration and maintenance of the system shall include the above items as well as all other costs for spares and consumables needed in order to execute the work in accordance with the Specifications.

##### **3A.2 General Description of the Site**

The components comprising the systems covered by this contract are listed in ANNEXURE "A" of the Schedule in Section 4. All systems are existing.

##### **3A.3 Site facilities and services available**

For Tender purposes, no site accommodation or services will be available.

### **3B DETAIL TECHNICAL SPECIFICATION FOR THE PREVENTIVE MAINTENANCE OF EQUIPMENT LISTED IN SECTION 4 OF THIS SPECIFICATON**

#### **3B.1 SCOPE OF WORK**

The contract covers the repairs necessary to restore the fire protection and security systems in buildings, at the site as specified in the Schedule in Section 4, to their original state and for maintenance thereafter. The contract period shall be **36 months**.

The systems are already installed and in operation.

The fire and security systems included in this contract comprise at least the following equipment:

1. Alarm bells
2. Alarm sirens
3. Break-glass units
4. Fire control panels
5. Battery chargers and sealed lead/acid batteries
6. Fire detection systems
7. Evacuation systems
8. Technical alarms
9. Motion detectors
10. Radio/telephone links to Fire Stations
11. Fire telephones
12. All wiring
13. Components, sensors and input/output devices connected to the above mentioned systems

The information supplied in this Section is given in good faith by the Department. The sole purpose of this information is to enable the prospective Contractor in assessing the scope of the works.

The Tenderer shall be deemed to have acquainted himself with the exact information and scope of the works, and full responsibility of its accuracy rests with the Tenderer.

The Tenderer may conduct any additional test, which he may deem necessary. The Department's prior written permission must, however, be obtained.

#### **3B.2 GENERAL DESCRIPTION OF SYSTEMS**

### **3B2.1 Introduction to the Systems**

There is an analogue addressable fire detection system installed in the building. The system collects data from fire detectors and other sensors in all areas. In event of a fire condition, the signal is relayed by means of a radio signal and GPRS. The access control system comprises tag readers. Perimeter protection is also provided. For emergency communication an evacuation system and fire telephone system are provided.

The system consists of:

- 23 x magnetic door/ window switches.
- 10 x motion sensors.
- 1 x fire alarm panel.
- 1 x security alarm panel.
- 1 x access control panel.

### **3B.3 DESCRIPTION OF THE WORK**

#### **3B.3.1 General**

All maintenance and repairs shall be executed by competent personnel in the most Time-saving and efficient manner possible.

The Contractor shall be required to keep critical items in stock, at his own cost, in order to keep down-time to a minimum of 2 hours. Faulty items must be repaired immediately and returned to the Contractor's stock holding.

All tools and equipment required to perform repairs and maintenance shall be supplied by the Contractor, and shall remain his property when the contract lapses.

### **3B.3.2 Definitions of Functions**

#### **3B.3.2.1 Restoration of the Systems**

This entails a detailed investigation by the Contractor of all items and systems under the contract, identification of defective and inferior components or systems, and the restoration thereof to comply with the Standard Specification and Additional Specification for the installation as applicable at the time of the original installation, as well as later additions to the installation(s) and additional installations.

This restoration shall be executed to the satisfaction of the Hospital CEO or his/her appointed representative.

#### **3B.3.2.2 Routine Preventive Maintenance**

This entails the tendering of services for diagnosing the deterioration of equipment and the subsequent action to restore the equipment to its correct functional level in the workshop or in the field.

This also entails testing of other equipment not forming part of this contract, i.e. other sensors or services monitored or operated by the fire and security equipment. The Contractor shall liaise with other Contractors to meet on site when testing fire and security systems to ensure full operation of the total installation. Any costs arising from these tests shall be borne by the Contractor.

#### **3B.3.2.3 Corrective Maintenance**

This entails regular observation of the equipment with the intention of identifying minor breakdowns of the equipment and subsequent action to restore it to its correct functional and operational state.

#### **3B.3.2.4 Breakdown Maintenance**

This entails the urgent repair and/or replacement of defective equipment and subsequent action to restore it to its correct functional and operational state.

#### **3B.3.2.5 Repair and Replacement of Parts**

This entails the replacement of defective parts and the repair of such defective parts.

#### **3B.3.2.6 Additions/extensions to the systems**

On request by the Department, the Contractor shall supply the Department with detailed estimates of costs for additions or extensions as indicated by the Department. Should the Department require such additions or extensions to the existing systems to be done by the Contractor; the Contractor will be paid the price per supplier's invoice plus a percentage mark-up indicated in the "SUMMARY". The mark-up shall include all expenses incurred by the Contractor and no additional payments will be made, for example, for transport or labour costs. The Department reserves the right to pay the Contractor only an amount equal to market related prices plus mark-up should supplier's prices be excessive.

### **3B.3.2.7 Maintenance Equipment Records and Inventory Control Systems**

This entails the composition of a complete inventory of equipment and the updating and maintenance thereof. A log book of faults and service record must be stored at the Pharmacy department and updated on a monthly basis.

### **3B.3.2.8 Training of Personnel**

This entails the quarterly training of the User Department's operating personnel to acquaint them with the operation of the systems. This also includes a set of operating instructions, which shall be mounted in the building and which shall be in a location and of a quality approved by the Hospital Representative.

### **3B.3.3 Availability of the system**

The availability of the overall system will be calculated as the percentage of time over a period of 30 days within which the overall system is fully operational.

### **3B.3.4 Management Systems and Procedures**

All Tenderers shall submit details of the management system and procedures which they intend to implement at the site for effective control. Any changes proposed by the Department shall be implemented by the Contractor without any additional costs to the Department.

The approved management system and procedures shall be implemented at the site and shall be strictly adhered to during the course of the contract. Should any changes be required to the management system and procedures during the course of Contract, such changes will be discussed and agreed between the Hospital and the Contractor. The implementation of such changes shall be at no extra cost to the Department.

### **3B.3.5 Communications**

The Contractor's management and maintenance personnel shall be available on a 24-hour basis. The Contractor shall provide an approved system of communication to this effect.

### **3B.3.6 Maintenance Frequency**

Routine maintenance of equipment shall be carried out every **three months** on all equipment for which detailed reports shall be presented to the maintenance department.

The Contractor shall within 60 days of the commencement of the Contract, draw up, for approval by the Department, a draft master maintenance schedule based on his routine maintenance intervals for the various items of equipment. The master schedule shall be calendar based, that is, normally fixed days.

The master schedule shall also indicate specific training sessions to be provided to the Department's and/or User Department's personnel.

The master schedule shall be revised and refined in the light of experience gained and a copy of each revised master schedule shall be supplied to the Department for approval.

### **3B.3.7 Logistic Support**

The Contractor shall at all times have adequate resources available to perform all functions required of him. Resources shall include labour, specialist expertise, tools, test equipment, consumable material, spare parts, operation and maintenance manuals, drawings, and other documentation to achieve the contract performance guarantee.

### **3B.3.8 Department's Obligations**

The Department or User Department will be solely responsible for operating the systems.

When a fault occurs, the system operators will execute prescribed reset procedures, provided by the Contractor. In the event that the equipment becomes operational again, the operator will not call out the Contractor, but will log the fault and reset operations in the control logbook. If the equipment remains faulty, the operator will notify the Contractor immediately and will log the incident, and the call-out of the Contractor, in the logbook.

### **3B.3.9 Contractors Responsibilities**

The Contractor shall be responsible, and Tenderers shall allow for in their Tender prices, for the complete maintenance service, i.e. routine preventive and corrective maintenance, breakdown and repair maintenance, repair, replacement and stocking of spare parts.

The Contractor shall carry out inspections and checking of the equipment detailed in the Schedules. Each inspection and test shall be recorded and listed in the **quarterly report**, giving the date of the inspection and the nature of the test, complete with the names of persons carrying out such tests, and inspection test results. Testing of repaired faulty equipment shall also be reflected in this list.

The Contractor shall provide the operator personnel with written reset procedures, approved by the Department, mounted in the building. The Contractor shall ensure that the operator personnel are conversant with the systems and reset procedures. Telephone numbers of contact persons shall be provided by the Contractor to the operator personnel. While the Contractor is on site, he shall also provide refresher training to the operator personnel. The Contractor shall supply the operator personnel with written reset procedures and shall ensure that they are conversant with the system and reset procedures.

The Contractor shall at any time during the contract period, maintain, and repair or replace, faulty equipment upon receipt of an instruction from the Department, within the Repair Time as defined in paragraph 3C.3, at no additional cost to the Department.

The Contractor shall restore or repair the equipment to the original operational condition, recalibrate and re-commission the equipment on completion of each maintenance service carried out.

The Contractor shall rectify any fault condition of which he becomes aware, even if it has not been reported by the user.

Such rectification's shall also be logged and listed in the Quarterly Report. The information of the system and equipment in this Specification is given, and intended only, to provide a guide and overview of the Contractor's responsibilities. The information given shall not be regarded as complete or exact.

### **3B.3.10 Technical Handbooks/Drawings**

Prior to tendering, the Tenderer shall visit the Regional Representative to scrutinize the available technical handbooks and drawings for the installation(s). Should the Tenderer notice any discrepancies, he must allow in his Tender price for preparing additional technical handbooks and/or drawings.

One set of technical handbooks, if available, for all equipment in use will be supplied to the Contractor at the commencement of the maintenance contract. Should such handbooks not be available, the Contractor shall be expected to compile the necessary documentation within six months of commencement of the Contract.

This documentation will become the property of the Department.

All technical information and handbooks supplied to the contractor shall be signed for by the Contractor or his duly appointed representative upon handover.

The Contractor shall, as part of his contract, update literature and drawings whenever he becomes aware of discrepancies.

The Contractor shall duplicate the technical handbooks and drawings for his own use during the Contract Period. The original documents, with the update information, shall be handed over to the Hospital Representative upon completion of the restoration phase of the contract.

On termination of the Contract, all technical handbooks and drawings shall be returned to the Department by the Contractor.

### **3B.3.11 Computer software**

On any system where computers are used, the Contractor shall, as part of the Contract; supply to the Department licensed and documented copies of all additional or modified software used. Removable disks needed to reload the system to fully operational level in the event of a complete breakdown of the system, or for installation on a new or alternative computer system, must be supplied. The software shall include the operating system, application software, utility software and specific programs written for the system. Where

programs are compiled the source files must be handed to the Department. Installation and start-up procedures shall be clearly set out and documented. Whenever changes are made to the software, the Contractor shall supply the Department with a new set of back-ups of the software that underwent the changes. Software may only be changed with the written permission from the Department, and the reasons for proposed changes shall be fully motivated in writing. Before any changes are made, the original software shall be copied by the Contractor to removable media, which shall be handed over to the Department. Should passwords be used on any system, the highest level of passwords shall be handed to the Department in a sealed envelope, and should any changes to the passwords be made, the new passwords shall be handed to the Department in a sealed envelope by the Contractor.

The Contractor shall also supply the Department with anti-virus protection software, which shall be loaded onto the system by the Contractor, and shall be updated by the Contractor, as new versions become available in the market. The protection software shall be memory resident and shall warn the user the moment a virus is detected.

The Tenderer shall allow in his Tender for any reformatting of the hard disk drives which may become necessary, reloading of back-up software and testing of the system once the backup software has been loaded.

The documentation and back-up software must be handed over to the Hospital Representative upon completion of the restoration phase of the Contract.

### **3C MAINTENANCE CONTROL SYSTEMS**

#### **3C.1 Quarterly Reports**

The Contractor shall submit written quarterly reports to the Department on the status of the systems and progress achieved. The schedules and service sheets comprising the quarterly report enclosed as ANNEXURE " B" hereto, serve as a guide only and give the MINIMUM requirements. The Contractor shall prepare his own schedules and service sheets for acceptance by the Department and shall make his own arrangements for printing and duplicating of quarterly reports and service sheets.

The reports shall also be countersigned by the specifically appointed Officer in charge of the site, building or room in which the equipment is situated, and he shall endorse the sheets to the effect that the plant is, in his opinion, operating satisfactorily. His name in print, his signature, the date and his telephone number must appear on the sheet.

This report shall show the following:

Availability as calculated in paragraph 3D.2 on a daily basis for continuous 30-day



periods with the running average for those periods.

Any alarms indicated during the period, as well as reasons for alarms, with corrective actions taken and dates.

- Quarterly test results, showing, with dates:
- Equipment tested
- Faulty equipment
- Repairs undertaken
- Call-out log.
- Short description of call-outs with corrective action taken and dates.

The quarterly report shall be both narrative and statistical. The statistical content shall deal typically with the incidence and nature of breakdown maintenance carried out during the preceding quarter, equipment downtime and the frequency of spare replacement. The narrative content shall highlight corrective maintenance executed and shall draw attention to ongoing deficiencies being attended to by the Contractor and/or any matters requiring attention by the user.

### **3C.2 Site Maintenance Log**

The Contractor shall provide a maintenance/repair/training log book, which shall be kept in the master control room for record purposes. This logbook will remain the property of the Department and may not be removed from the master control station under any circumstances. To ensure easy control by all parties involved, the logbook shall have triplicate sheets. The master sheet shall be supplied to the Regional Representative with the Quarterly Reports. The first copy is for use by the Contractor and the second copy shall stay in the logbook. The Contractor and/or the User Department shall be required to record the following in a chronological order:

- Fault incidences
- Fault notification to Contractor
- Any re-notification
- Replacement spares used
- Contractor's attendance for routine and break down maintenance
- Any visit to Site by the Contractor, with reasons for the visit.

The Contractor shall provide adequate supplies of these logs and shall submit the format to the Department for approval within 14 days of the award of the Contract.

Faults will be reported to one specific address only, which has the necessary telephone and facsimile facilities. Faults will be reported to the Contractor by telephone or facsimile. In the event of a complaint by telephone, the Contractor shall supply the reporter with a complaint number, which must be entered into the logbook by the reporter of the complaint. The Contractor shall inform his staff to instruct the User Department to enter the details of the complaint in the logbook.

### **3C.3 Repair and Response Time**

It shall be expected of the Contractor to relate his actions in respect of call-outs, repairs and general maintenance to specific prescribed response and repair times.

Depending on the urgency of the call-out, the response times may vary and the table below indicates maximum time-spans.

#### **Call-out Type Response Time Repair Time**

1. Urgent- 2 hours
2. Normal- 12 hours

Refer definition below

**Response Time** shall mean the time lapsed from the time the call-out is logged by the system operator or person making the call, until the Contractor responds on site. A record will be kept in the control logbook.

**Repair Time** shall mean the maximum time taken by the Contractor to repair the fault, in order to limit the downtime of the system to a minimum. Repair time will be measured from the time the Contractor's response on site is logged, until such time as the fault is rectified and signed off in the control logbook.

**3C.3.1 Downtime**, with respect to call-outs, shall mean the total time for which the system is not 100% operational, i.e. Response time plus Repair time.

**3C.3.2** With regard to Routine periodic services, the Contractor shall notify the Hospital Representative and the User Department at least 7 days in advance.

### **3C.4 Inspection and Testing**

The Department and/or its duly appointed representative, or any person he may appoint for the purpose, may inspect and test the various portions of the work at all times and shall have full power to reject all or any portion of the work that he may consider to be defective or inferior in quality of material, workmanship or design with respect to the original installation.

Any portion of the work so rejected shall be replaced immediately by the Contractor, unless, in the opinion of the Department, the work rejected can be so treated and repaired as to render it fit for incorporation in the contract works. In this event the Contractor shall, at his own risk and expense, be at liberty to repair the work to the satisfaction of the Department. The Contractor shall carry out such tests as are necessary, in the opinion of the Department, to prove that the contract requirements are being complied with.

The cost of all tests and/or analyses shall be borne by the Contractor.

### **3C.5 Site Meeting**

A meeting between the Department and/or its duly appointed representative, and the Contractor shall be held quarterly or more frequently if so required by the Department, at a time, date and venue determined by the Department, to discuss all aspects of the maintenance of works as documented in the Quarterly Report.

No additional compensation will be paid for this.

The site meetings will be under the chairmanship of the Officer in charge and/or his duly appointed representative.

### 3D. PERFORMANCE SPECIFICATION

#### 3D.1 General

The Contractor's performance will be measured against the following four parameters:

- i. Minimum incidence of faults
- ii. Minimum down-time
- iii. Good record and housekeeping
- iv. Optimal service costs

Operational efficiency will be evaluated against the standards set out above. The statistics will be recorded and set out in the quarterly report submitted to the Department by the Contractor.

#### 3D.2 Performance Standard

The Contractor shall restore the system and maintain it to ensure the successful operation thereof. For this purpose, the minimum requirements shall be measured against an availability of the overall system of **90%** or better. This availability will be calculated as follows:

$$\text{Availability} = \frac{(T_i - t_{di})}{T_i} \times 100$$

$T_i$

Where:

$T_i$  = the length of the time interval "i" for the applicable month under consideration expressed in hours.

$t_{di}$  = the total of the **MTTR's** for the individual site during the time interval (i) for the applicable month under consideration expressed in hours.

**MTTR** = the mean time to repair the system as determined from the fault/service/repair log book, and shall be equivalent to the sum of all the times that the system, or any part of the system, does not conform to the operational requirements.

#### Example of Calculations:

(i) April has 30 days @ 24 hours operation per day, this makes .....  $T_i = 720$  hours.

(ii) During the month 3 breakdowns occur, each with a response time of 9 hours and a repair time of 5 hours.

The quarterly service takes 20 hours.

In this example,

$$\text{MTTR}_1 = 3 \times (9+5) = 42 \text{ hours, and}$$

$$\text{MTTR}_2 = 20 \text{ hours}$$

$$\text{Sum of MTTR's} = 42+20,$$

Giving. . . . . tdi = 62 hours

(iii) Availability =  $(720 - 62)/720 \times 100 = 91,4\%$

The onus shall rest on the Contractor to submit the necessary motivation to the Department for its consideration and decision for MTTR periods, which the Contractor considers to have been caused by factors outside his control, and which should not be included in the calculations, e.g. malicious damage, lightning, etc. Actual damaged or faulty equipment shall be presented by the Contractor as proof before removal thereof or repairs thereto.

Where breakages or faults are caused by factors outside the Contractor's control, he shall immediately report the incident to the Department in writing, giving a full list of the details/persons involved. A specified quotation must be attached to the report including and showing mark-up. If instructions are given to the Contractor to repair the damage, he shall supply the Department with suppliers' invoices for all spares used. Payment will be made for spares only where suppliers' invoices are submitted. If prices are unreasonably high, the Department reserves the right to pay the Contractor an amount in line with current market related prices only, plus mark-up. Actual equipment damaged by factors outside the Contractor's control shall be handed over to the Official in charge against his signature.

Once the equipment has been inspected by the Official in charge, an instruction will be given to the Contractor to remove the equipment from the Site. The removal of the equipment shall be at the Contractor's cost and shall be removed during a maintenance or service visit to the Site.

**3D.3 Guarantee of Performance**

**3D.3.1** The Contractor shall guarantee the availability of 90% of the overall system, at each individual site at all times, as calculated and specified in paragraph 3D. 2 above. In the event of the Contractor failing to achieve this specified availability, a penalty, equal to **FIFTY CENTS per ONE HUNDRED RAND OF THE TOTAL CONTRACT VALUE** will be levied against the Contractor for **EACH PERCENTAGE POINT PER MONTH** that the overall system availability is below the availability percentage as specified herein.

**3D.3.2** The penalty will be levied in each month during which the availability is below the specified percentage, and NOT on an annual, or contract basis.

### **3D.4 Definition of system**

Unless otherwise indicated, where reference is made to the "system" or "overall system" in context with Availability, the "system" or "overall system" shall mean all the systems, and sub-systems of which an installation or installations at a site, included in the Contract, is or are comprised.

The "system" or "overall system" shall include all, or some, but not necessarily only, the following:

- fire detection system
- fire security system
- communication system
- access control system
- control system
- perimeter security system, etc.

### **3E. RESTORATION OF THE SYSTEM**

After award of the Contract, the Contractor shall restore all faulty equipment to the satisfaction of the Hospital Representative.

The items quoted under this heading in the Schedule of Quantities shall include labour, overhead expenses, travelling, profit and all other items necessary in restoring the system to full functioning in accordance with, if available, the manufacturer's specification, the Department's Standard Specifications, and/or the Additional Specification, all of which as applicable during the original installation. The purpose of this restoration is to ensure that the system will function as was intended at the time of the original installation.

Where Tenderers can prove to the satisfaction of the Department that spares are not available to restore the system to its original state, or that upgrading of the system will be more economical, Tenderers can allow in their Tenders for replacing the system or components with a new system or components, provided that this new system is approved by the Department and complies with the Department's Standard Specifications applicable at the Tender date.

With reference to the paragraph above, Tenderers shall clearly indicate in their Tenders the method of restoration they have allowed for, as well as motivation thereof.

Tenderers shall, with due cognizance of the functional condition of the existing system(s) indicate the maximum period required to restore the system(s) in compliance with the requirements hereof. Should the Department consider this period to be excessive, it shall reserve the right to, in consultation with the

successful Tenderer, shorten the period to that which it would consider being feasible, practical and reasonable.

In the event of the Contractor failing to complete the restoration within the period so determined, the Availability required in accordance with paragraphs 3D.2 and 3D.3 hereof shall become applicable.

During this phase the Contractor shall ensure that all possible equipment remains functional.

This shall be achieved, for example, by removing and replacing equipment on one zone, ensuring that it functions properly before moving on to the next zone. The User Department shall be informed on a daily basis of those portions of the system, which will not be functional, so as to enable the User to make appropriate arrangements to compensate for non-functional portions of the system.

No escalation will apply to this phase of the Contract.

No progress claims shall be made during this phase. Payment of the restoration will be a once-off payment of the total amount to restore as priced and claimed in the Schedule of Quantities under Section 4. Payment will be made only after total completion of the restoration and a 21 day "hands-off" trial period. Should any malfunction of, or problems with, the system(s) occur during the 21 day "hands-off" period, the cycle will be extended by a further 21 days after the rectification of the malfunction and/or the problem.

During the "hands-off" period the Contractor shall be expected to continue normal maintenance, as prescribed and required, to keep the system functional to the availability as specified in paragraph 3D.2. Any replacement/repair of equipment during the "hands-off" period shall be subject to approval of, and prior arrangement with, the Hospital Representative, whose decision to whether the said replacement/repair is considered as normal maintenance or as a result of faults in the restoration, shall be final.

The Contractor should note that payment will also be made only after the following have been delivered to the Hospital Representative, or completed by the Contractor:

- Updated technical handbooks
- Updated drawings
- Software documentation
- Back-up software
- Passwords
- Training of operating staff
- Log books on site and in use

**SECTION 4**

**SCHEDULE OF QUANTITIES**

**SERVICE: CONTRACT FOR THE PREVENTIVE MAINTENANCE, MONITORING, ARMED RESPONSE, SERVICING AND REPAIRS OF THE INSTALLATION**

**(IMPORTANT: These schedules shall be completed in full, and in BLACK INK or BLACK PEN only).**

**NAME OF TENDERER: .....**

**TENDER NO.**

.....

**4.1. REPAIR/RESTORATION OF ALL SYSTEMS**

**ITEM NO.....**

**DESCRIPTION TENDER PRICES IN SA CURRENCY.**

**PRICES SHALL BE FIRM AND FIXED AND EXCLUSIVE OF VAT.**

**4.1.1.**

Repair/restoration of the fire protection and security systems to their original state, as defined in 3E, including items listed and intended in 3B.1 of the Specification, and which are installed in the buildings referred to and listed hereunder. The equipment comprising the systems is as listed in ANNEXURE "A" hereto.

**4.1.2. R K KHAN PHARMACY:**

R .....

.....

**4.1.3. Technical Handbooks/drawings as per paragraph 3B.3.10 of the Specifications: R .....**

..

**TOTAL NET PRICE (EXCLUDING VAT) CARRIED TO FINAL SUMMARY R .....**



**SECTION 4**

**SCHEDULE OF QUANTITIES**

**4.2. MAINTENANCE/SERVICE CHARGES**

**ITEM NO..... DESCRIPTION.....**

**TENDER PRICES IN SA CURRENCY.**

**PRICES SHALL BE FIRM AND FIXED AND EXCLUSIVE OF VAT.**

All-inclusive preventive/corrective/ breakdown maintenance/servicing charges, as per paragraphs 3B.3.2.2 to 3B.3.2.5 of the specification. These shall be carried out monthly/quarterly to ensure that the systems installed in the under-mentioned buildings/areas are kept in a proper and satisfactory state at all times. The equipment comprising the systems is as listed in ANNEXURE "A" hereto. Separate prices are to be tendered. Charges shall include all labour, replacement parts, material, etc, as well as Contractor's responsibilities as per paragraphs.3B.3.2.6 to 3B.3.11 of the Specification.

**TOTAL NET PRICE (EXCLUDING VAT) FOR 36 MONTHS**

**PREVENTATIVE MAINTENANCE OF ALL SYSTEMS**

**CARRIED TO FINAL SUMMARY**

R.....

**SECTION 4**

**SCHEDULE OF QUANTITIES**

**ANNEXURE "A"**

The overall system included in this contract, is comprised of the following items of equipment and components:

**DESCRIPTION QUANTITY**

23 x magnetic door/ window switches.

10 x motion sensors.

1 x fire alarm panel.

1 x security alarm panel.

1 x access control panel.

**ANNEXURE "B"**

**THE FOLLOWING REPORT FORMS IN THIS ANNEXURE ARE EXAMPLES ONLY AND ARE INCLUDED IN THE SPECIFICATION AS GUIDE TO GIVE THE TENDERER AN IDEA OF WHAT WILL BE EXPECTED OF HIM. (REFER SECTION 3, PARAGRAPH 3C.1 OF THE SPECIFICATION).**

**QUARTERLY MAINTENANCE REPORT**

Quarterly Maintenance Report for the period.

FROM..... TO.....

CONTRACT NO :.....

CITY/TOWN.....

BUILDING.....

STATEMENT BY CONTRACTOR:

THE CONTENTS OF THIS DOCUMENT ARE TRUE AND CORRECT AND ALL SYSTEMS ARE FULLY OPERATIONAL EXCEPT WHERE INDICATED DIFFERENTLY IN THIS DOCUMENT.

CONTRACTOR (PRINT).....

COMPILED BY (PRINT).....

SIGNED BY (CONTRACTOR).....

DATE.....

ENDORSED BY OFFICIAL IN CHARGE:.....

ALL SYSTEMS WERE TESTED IN MY PRESENCE AND TO THE BEST OF MY KNOWLEDGE ARE FULLY OPERATIONAL EXCEPT WHERE INDICATED IN THIS REPORT.

OFFICIAL IN CHARGE: (PRINT).....

OFFICIAL IN CHARGE: (SIGN).....

TEL..... NUMBER:

DATE.....

**QUARTERLY MAINTENANCE REPORT**

**(EXAMPLE ONLY)**

**Fire detection system**

**INDEX**

- 1. Test program 26
- 2. Calibration tests 28
  - 2.1. Power supply
- 3. Functional test 30
  - 3.1 Test procedure
  - 3.2 Test report
  - 3.3 Test results
- 4. Fault report 33
  - 4.1 System printout analysis
  - 4.2 Test analysis
- 5. Alarm report 34

**1. TEST PROGRAM**

**(EXAMPLE ONLY)**

JULY : Areas -.....

OCTOBER : Areas -.....

JANUARY : Areas -.....

APRIL : Areas -.....

**2. CALIBRATION TEST**

**(EXAMPLE ONLY)**

Power supply

This is the voltage supplied to the fire lines of each fire controller.

Minimum voltage = ..... V

Acceptable normal voltage = ..... V

**DETECTOR LINE COUNTS**

**(EXAMPLE ONLY)**

ZONE A

ZONE B

**3. FUNCTIONAL TEST**

**3.1. TEST REPORT ..... 20 .....**

TESTED FAULTY

- Bells
- Sirens
- Evacuation panels
- Status panels
- Detector missing indication
- Door alarms
- Escape door alarms

TOTAL.....

**DECLARATION BY CONTRACTOR:**

I hereby certify that the drop-weight valves and other control mechanisms have been reset and that the hand isolation valves have been opened.

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

**3.2. TEST RESULTS**

**(EXAMPLE ONLY)**

(BUILDING)

INDICATION: ON: OFF: TRIPPED:

RUNNING HOURS:.....HRS

AT MANAGEMENT CENTRE: HRS

TECHNICIAN:..... DATE:.....

## **4. FAULT REPORT**

### **(EXAMPLE ONLY)**

#### **4.1 System print-out analysis**

This is an analysis of the fault conditions that were logged in the alarm list during the past month.

4.1.1 Detector Missing – This is caused by variations in the power supply or bad connections. Some entrance door locks are making short circuits and could have contributed to the problem.

4.1.2 Initializing Detectors – The outstation reinitializes the detectors when it loses communication with them or when a fire reset is performed. Fire resets were done at 4 occasions by the operator. The door locks could also have an effect on this problem.

4.1.3 Input Fuse Blown – This problem was caused by the entrance door locks making short circuits to ground.

#### **4.2 Faults reported during quarterly test**

4.2.1 The Fire Brigade Call unit is under investigation to determine possible cost and effort to change over to another system which is used by other institutions and is facilitated at the Fire Brigade control room already.

4.2.2 Door locks at entrance doors to archives were found to give short circuits to ground.

As a result the third, fourth and fifth floors were tested and the following found to be faulty:

ZONE A

ZONE B

4.2.3 The siren in archive 3 is faulty.

## **5. ALARM REPORT**

### **(EXAMPLE ONLY)**

#### **5.1 Alarm report**

This is an analysis of the alarm conditions reported during the past month.

5.1.1 Fire - No fire alarms were reported.

5.1.2 Fire Reset by Operator - The operator performed fire resets on four occasions. It is not known if this was done by accident or as a demonstration.

5.1.3 Manual Selected - Most alarms were recorded when the time zone expired at 16h10 and indicate that the particular areas were left in the manual mode i.e. the automatic fire sequence will not operate.

The remaining few Manual Selected alarms were reported before 07h15 indicating early activities by personnel.

5.1.4 Door Open - As above most door open alarms were reported at 16h10 indicating doors being left open after working hours.

The door closure mechanism on the middle doors does not allow the door to close to the exact close position and it is therefor detected as open in most cases.

5.1.5 Temperature High - Alarms were created by the temperature exceeding the high limit set for the archive temperature. The air-conditioner settings could be the cause of the problem.

5.1.6 Humidity High/Low - As was reported last month the humidity levels are very unstable and vary from high to low through out the month without following any trend.

5.1.7 Escape Door Open - Escape doors are apparently still used as exists from archives as these alarms were reported mainly during working hours.

## **ADDITIONAL CONDITIONS OF TENDER**

### **1. DOCUMENTS**

The following documents shall be read in conjunction with this Tender and shall form an integral part thereof. Should there be any discrepancy between these Additional Conditions of Tender, the Conditions of Contract and the Condition of Tender the Additional Conditions of Tender shall take preference.

- (a) State Tender Board General Conditions and Procedures: ST 36. Occupational Safety Act: (Act 85 of 1993) as amended
- (b) Tender Form and conditions of Tender
- (c) Conditions of Contract
- (d) Additional Particulars concerning the Tender
- (e) Tenderer's Additional Particulars.

The Tenderer shall study these documents and acquaint himself with the contents thereof as no claims in this regard will be entertained.

### **2. COMPLIANCE WITH REGULATIONS**

- (a) All work as specified in this specification shall comply with and tested in accordance with the following Acts and regulations:
  - (b) the latest issue of SABS 0142: "Code of Practice for the Wiring of Premises".
  - (c) the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
  - (d) the Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority,
  - (e) the Fire Brigade services act 1993 Act 99 of 1987 as amended,
  - (f) the National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended,
  - (g) the Post Office Act 1958 (Act 44 of 1958) as amended,
  - (h) the Electricity Act 1984 (Act 41 of 1984) and
  - (i) the Regulations of the local Gas Board where applicable.

### **3. PROVISIONAL SCOPE OF WORK AND QUANTITIES**

Variations to the contract with regard to the 20% limit of the Contract Sum, as set out in Clause 18 of the Conditions of Contract shall not apply to a contract ensuing from this Tender.

The scope of work, description and quantities given in Section 3 and 4 of the specification shall be regarded as provisional and solely as a guide to Tenderers.

The Department reserves the right to increase or decrease, during the duration of the contract, the scope of work, description and/or quantities as given by the Tenderer, without alteration to any tariff. Such increase or decrease will be made by notice in writing to the Contractor.

#### **4. CONTRACT PERIOD**

A contract ensuing from this Tender shall remain valid for a period of **thirty-six (36) months**, commencing from the date of the Letter of Acceptance of the Tender. Notice of extension of the contract will be given 3 months prior to the end of the period(s), and both parties shall consent, in writing, to extensions. If no written extension is given, the contract will terminate.

#### **5. SERVICES APPLICABLE TO THIS TENDER**

This Tender shall involve the restoration and the COMPLETE maintenance service of existing installations, systems, 24 hour monitoring and response and equipment in accordance with the requirements of Section 3 of the Specification.

The responsibility shall rest on the Tenderer to acquaint himself fully with the exact extent and detail of the installations, systems and equipment at the site(s) before preparing his Tender. Permission for access to the site(s) for this purpose shall be arranged by the Tenderer with the Hospital Representative and User Department

Where repairs are required to specialised items of equipment, such as automatic control systems, computers, printers, card readers, etc., the Contractor shall arrange for such work to be carried out by specialists after obtaining written approval from the Hospital Representative, and the cost of carrying out such work shall be deemed to have been allowed for in the Tender price.

The Contractor shall supply all consumables and cleaning materials necessary for the proper execution and performance of the maintenance and servicing.

#### **6. RATES**

The rates as given by the Tenderer in Section 4, Schedule of Quantities, shall apply at all times. The Hospital Representative reserves the right to add to, or omit from, the list.

Additions shall be evaluated, either as mutually agreed, or from costs per suppliers invoice plus mark-up in the case of "EXTRA WORK".



## **7. MANAGEMENT**

The Contractor undertakes to:

- a) Arrange in collaboration with the contact person of the User Department regarding access to the premises, in order to execute the required service.
- b) Take adequate precautions to prevent damage to buildings, and fittings and furnishing, inside the premises and elsewhere on the site.
- c) Accept liability for, and to indemnify the State against, any claims whatsoever arising from his conduct and/or the conduct of his employees.
- d) Safeguard all his employees in accordance with the Regulations of the Unemployment Insurance Act 1966, (Act No 30 of 1966) and any amendments thereof.
- e) Comply with all By-laws and requirements of the Local Authority.
- f) Implement an approved management system and procedures in accordance with Section 3; Paragraph 3B.3.3 of the specification.

## **8. EXECUTION OF SERVICES**

In the event of failure of the Contractor to maintain and/or repair any installation, or having committed any breach in terms of the conditions hereof, such failure or breach shall be dealt with in accordance with Section 2: Paragraphs 2.17, 2.18 and 2.19 of the contract.

## **9. TRAINED STAFF**

The Contractor shall at all times use competent and trained staff, directly employed and supervised by him, and shall take all reasonable care to maintain the installations and keep them in proper operating condition. All electrical work shall be executed by, or under the direct supervision of, a qualified electrician.

### **NOTE:**

**The Department reserves the right to call for proof of artisans' qualifications. If so required, the Contractor shall submit the necessary qualification certificates and/or papers.**

## **10. MATERIAL OF EQUAL QUALITY**

All replacement parts and spares shall comply fully with all the specifications of the original parts. Substitute electronic components will be acceptable, PROVIDED that they are equal to, and of the same quality as, or superior to, the original components and are approved, in writing, by the Department.

Any other parts, spares and materials that are used, shall conform to SABS Specifications and shall, where possible, carry the SABS mark of approval.

Substitute parts, as well as the serial numbers of the original and new components, shall be entered on the service sheets and in the maintenance/repair log book referred to in Section 3: Paragraph 3C.2 of the Specification.

The Contractor shall obtain, and cede to the Department, any supplier's or factory guarantees of repaired or replaced components, and shall ensure that such guarantees are not jeopardized in any way. The guarantee cards for repaired or replaced components shall also be attached to the service sheets and maintenance/repair log book.

## **11. UNCERTAINTY ABOUT SCOPE**

Should the Contractor be uncertain about the scope of any work to be executed under this contract, the Department shall be immediately requested to clarify any instruction or scope which is not clear.

## **12. OFFICIAL ORDER**

a) An official AGREEMENT will be entered into between the Department and the successful Tenderer as Contractor, in accordance with Section 2 of the Tender.

b) Restoration of the existing systems, maintenance thereof and repairs thereto, as and when required, in accordance with Section 3 of the Specification shall be the sole responsibility of the Contractor in order to achieve and guarantee the performance standard specified in Section 3: Paragraph 3D. 2 of the specification.

## **13. HOURS OF WORK**

The Contractor shall undertake to carry out the restoration, if required, maintenance, servicing and repairs during normal working hours, UNLESS PRIOR arrangements for working outside normal working hours have been made by the Contractor with, and approved in writing by, the User Department. Such work done outside normal working hours shall be at the Contractor's own risk and costs.

## **14. EMERGENCY SERVICES**

Emergency services after normal working hours shall be executed on the request of an official of the User Department.

This shall be logged on the service sheets in the site maintenance logbook and the quarterly report. The Contractor shall ensure that the official of the User Department signs the sheets, log book and quarterly report in respect of emergency call-outs.

The Contractor shall provide 24 hours stand-by services for emergency call-outs and emergency repairs.

## **15. CONTRACT PRICE ADJUSTMENTS**

The contract price(s) shall remain fixed for 36 calendar months, except for in the case of statutory increases, e.g. changes in taxes. The contract price(s) shall be subject to negotiated increase, if absolutely unavoidable, should the contract be extended for one or more further periods, each period not exceeding 12 months. The negotiated increase shall not exceed the increase as calculated in accordance with the SEIFSA indices of Actual Labour Costs.

## **16. MAINTENANCE SERVICE CONTROL SYSTEM**

The Contractor shall, in accordance with Section 3: Paragraphs 3C.1 and 3C.2 of the Specification,

- a) prepare, supply and maintain, for record purposes, a site maintenance/repair log book in the master control station at each of the sites included in the contract;
- b) prepare and submit written quarterly reports comprising schedules and service sheets.

## **17. ACCOUNTS AND PAYMENTS**

Accounts submitted by the Contractor for services rendered, shall be accompanied by a service sheet and quarterly report, duly signed and countersigned, as required in terms of paragraph 19 above.

The Tender Number MUST appear on all documents submitted to the Hospital Representative.

### **NOTE:**

**Any errors in the compilation of the log-sheets, quarterly report, service sheets or accounts discovered at a later stage, shall be rectified and any overpayment made to the Contractor will be recovered by the Department all in accordance with the Regulations of "State Tender Board General Conditions and Procedures: ST 36".**

## **18. PAYMENT FOR EXTRA WORK**

- a) In terms of Section 3 of the Specification, the Contractor shall deem to have allowed in his Tender price for all maintenance services, labour, transport, equipment, breakdowns, spares, repairs, replacements, stocking of spares, profit etc.
- b) With regard to restoration of the system, payment will be made to the Contractor in accordance with Section 3: Paragraph 3E of the Specification.
- c) With regard to extra work, payment will be made to the Contractor in accordance with Section 3: Paragraph 3B.3.2.6 of the Specification.

## **19. PAYMENT**

Accounts shall be submitted quarterly by the Contractor. Payment of accounts, which comply with all the requirements of 19 and 20 hereof, will be made within 30 days after certification thereof.

**20. RUBBISH AND WASTE**

All rubbish and waste arising from the work shall be removed by the Contractor, and the site(s) and building(s) left clean and tidy.

**TENDERER'S ADDITIONAL PARTICULARS**

(\* Delete which is not applicable)

The particulars submitted could influence the adjudication of the Tender.

1. Period active as a contractor under the present business name: .....

2. Is the firm registered with the Department of Labour?

**\* Yes/ No**

Registration number: .....

3. Is the firm registered with the Unemployment commissioner?

**\* Yes /No**

Registration number: .....

4. Is the firm registered with the Compensation commissioner?

**\* Yes /No**

Registration number: .....

5. Is the firm registered with the PWD as a Contractor?

**\* Yes /No**

6. Telephone number- normal working hours: .....

7. Telephone number - after hours: .....

8. Facsimile number: .....

9. Cellular phone number: .....

10. Do you have a 24 hour emergency call service?

**Yes /No**

Number: .....

11. Do you have radio communication facilities 24 hours per day?

**Yes /No**

Number: ..... Code: .....

12. Details of motor vehicles belonging to the firm (provide attachment if too many to list)

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

.....  
.....  
**13. List of special equipment and tools belonging to the firm to undertake maintenance and repair work:**  
(provide attachment if too many to list)

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

**FINAL SUMMARY**

This Specification is for a Tender with a global amount and shall be altered only with a variation order. The total price for this Tender shall include all labour and material necessary for the execution of the work and shall be carried over to the Tender Form, which shall be submitted with these documents.

**FLUCTUATIONS IN PRICES AND VALUE ADDED TAX**

No contract price adjustments of whatever nature, except for decreases or increases in the Value Added Tax rate, shall be applicable to this contract. The Tenderer shall therefore make provision in his Tender Price for possible fluctuations in costs.

If Value Added Tax decreases or increases during the period from the closing date of Tenders until the end of the contract period, or any extensions thereof, the Value Added Tax payable or recoverable shall be calculated on the final value of the work, less the estimated value of the work and loose materials on the site at the time of the change in the Value Added Tax.

**SUMMARY**

Page No.....	Amount.....
1. Repair/Restoration of All Systems R.....	
2. Maintenance/Serviceing Charges R.....	
3. Monitoring Charges R .....	
SUB-TOTAL R.....	
Add: Value Added Tax R.....	
TOTAL TENDER PRICE CARRIED.....	
TO TENDER FORM.....	
Percentage mark-up for "EXTRA WORK" %.....	

Is your Tender in accordance with the Specification **YES/ NO**

If not, state deviations

(provide attachment if too many to list)

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

Are you registered in terms of section 23(1) or 23(3) of the Value Added Tax Act, 1991 (Act No. 89 of 1991)

**\* YES NO**

If so, state your VAT registration number: .....

Period required to complete.....

Repair/Restoration weeks.....

Contact person.....

Telephone No..... Facsimile No.....

SIGNATURE OF TENDERER.....

Address:.....

PLEASE NOTE:

Tenderers are requested to submit these documents whether they have submitted a Tender or not.

\*\*\* END OF DOCUMENT \*\*\*

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to quote (includes a price quotation, advertised competitive quote, limited quote or proposal). In view of possible allegations of favouritism, should the resulting quote, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the quote(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the quote.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the quote.

- |  |   |
|--|---|
| 2.1. Full Name of bidder/representative.....   | 2.4. Company Registration Number: ..... |
| 2.2. Identity Number: .....  | 2.5. Tax Reference Number: .....        |
| 2.3. Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ):..... | 2.6. VAT Registration Number: .....     |

2.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below. [TICK APPLICABLE]

2.8. Are you or any person connected with the bidder presently employed by the state? YES  NO

2.8.1. If so, furnish the following particulars:  
 Name of person / director / trustee / shareholder/ member: .....  
 Name of state institution at which you or the person connected to the bidder is employed: .....  
 Position occupied in the state institution: ..... Any other particulars: .....

2.8.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES  NO

2.8.2.1. If yes, did you attach proof of such authority to the quote document?

*(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the quote.)*

2.8.2.2. If no, furnish reasons for non-submission of such proof: .....

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

2.9.1. If so, furnish particulars:.....

2.10. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this quote? YES  NO

2.10.1. If so, furnish particulars:.....

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

2.11.1. If so, furnish particulars:.....

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

2.12.1. If so, furnish particulars:.....

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

NB: The Department Of Health will validate details of directors / trustees / members / shareholders on CSD. It is the suppliers' responsibility to ensure that their details are up-to-date and verified on CSD. If the Department cannot validate the information on CSD, the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.

**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.

I ACCEPT THAT THE STATE MAY REJECT THE QUOTE OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....	.....	.....
Name of bidder	Signature	Position	Date

<sup>1</sup>"State" means --

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

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.



## SPECIAL CONTRACT CONDITIONS OF QUOTATIONS

### 1. AMENDMENT OF CONTRACT

- 1.1. Any amendment to or renunciation of the provisions of the contract shall at all times be done in writing and shall be signed by both parties.

### 2. CHANGE OF ADDRESS

- 2.1. Bidders must advise the Department of Health (institution where the offer was submitted) should their address (*domicilium citandi et executandi*) details change from the time of bidding to the expiry of the contract.

### 3. GENERAL CONDITIONS ATTACHED TO THIS QUOTATION

- 3.1. The institution is under no obligation to accept the lowest or any quote.
- 3.2. The price quoted must include VAT (if VAT vendor). However, it must be noted that the department reserves the right to evaluate all quotations excluding VAT as some bidders may not be VAT vendors.
- 3.3. The bidder must ensure the correctness & validity of quote:
- (i) *that the price(s), rate(s) & preference quoted cover all for the work/item (s) & accept that any mistakes regarding the price (s) & calculations will be at the bidder's risk*
- 3.4. The bidder must accept full responsibility for the proper execution & fulfilment of all obligations conditions devolving on under this agreement, as the Principal (s) liable for the due fulfilment of this contract.
- 3.5. This quotation will be evaluated based on the 80/20 points system, specification & correctness of information. All required documentation must be completed in full and submitted.
- 3.6. Offers must comply strictly with the specification.
- 3.7. Only offers that meet or are greater than the specification will be considered.
- 3.8. Late quotes will not be considered.
- 3.9. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.10. A bidder not registered on the Central Suppliers Database or verification has failed will not be considered.
- 3.11. All delivery costs must be included in the quote price, for delivery at the prescribed destination.
- 3.12. Only firm prices will be accepted. Such prices must remain firm for the contract period. Non-firm prices (including rates of exchange variations) will not be considered.
- 3.13. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.14. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered. Furthermore a verification will be done to identify if bidders have multiple companies and are quoting (cover-quoting) for this bid. In such instances only the cheapest bid according to specification will be considered.

### 4. SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF THIS QUOTATION.

- 4.1. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and vice versa and with words importing the masculine gender shall include the feminine and the neuter.
- 4.2. Under no circumstances whatsoever may the quotation/bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
- 4.3. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
- 4.4. Quotation submitted must be complete in all respects.
- 4.5. Any alteration made by the bidder must be initialled.
- 4.6. Use of correcting fluid is prohibited
- 4.7. Quotation will be opened in public as soon as practicable after the closing time of quotation.
- 4.8. Where practical, prices are made public at the time of opening quotations.
- 4.9. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.

### 5. SPECIAL INSTRUCTIONS REGARDING HAND DELIVERED QUOTATIONS

- 5.1. Quotation shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the quotation documents.
- 5.2. Each quotation shall be addressed in accordance with the directives in the quotation documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the quotation number and closing date indicated on the envelope. The envelope shall not contain documents relating to any quotation other than that shown on the envelope. If this provision is not complied with, such quotations/bids may be rejected as being invalid.
- 5.3. All quotations received in sealed envelopes with the relevant quotation numbers on the envelopes are kept unopened in safe custody until the closing time of the quotation/bids. Where, however, a quotation is received open, it shall be sealed. If it is received without a quotation/bid number on the envelope, it shall be opened, the quotation number ascertained, the envelope sealed and the quotation number written on the envelope.
- 5.4. A specific box is provided for the receipt of quotations, and no quotation found in any other box or elsewhere subsequent to the closing date and time of quotation will be considered.

### 13. PENALTIES

- 13.1. If at any time during the contract period, the service provider is unable to perform in a timely manner, the service provider must notify the institution in writing/email of the cause of and the duration of the delay. Upon receipt of the notification, the institution should evaluate the circumstances and, if deemed necessary, the institution may extend the service provider's time for performance.
- 13.2. In the event of delayed performance that extends beyond the delivery period, the institution is entitled to purchase commodities of a similar quantity and quality as a substitution for the outstanding commodities, without terminating the contract, as well as return commodities delivered at a later stage at the service provider's expense.
- 13.3. Alternatively, the institution may elect to terminate the contract and procure the necessary commodities in order to complete the contract. In the event that the contract is terminated the institution may claim damages from the service provider in the form of a penalty. The service provider's performance should be captured on the service provider database in order to determine whether or not the service provider should be awarded any contracts in the future.
- 13.4. If the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance.

### 14. TERMINATION FOR DEFAULT

- 14.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - (i) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract,
  - (ii) if the supplier fails to perform any other obligation(s) under the contract; or
  - (iii) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 14.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services.
- 14.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

### 15. FAILURE TO COMPLY WITH ABOVE WILL RESULT IN YOUR QUOTE BEING PASSED OVER.

**SBD 6.1**

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

This preference form must form part of all quotes 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 quotes:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this quote is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3 Points for this quote shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this quote is allocated as follows:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the quote, 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 quote 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 PREFERENCE POINT SYSTEMS

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

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

- P<sub>s</sub> = Points scored for price of bid under consideration
- P<sub>t</sub> = Price of bid under consideration
- P<sub>min</sub> = 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 (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	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 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

(Tick applicable box)

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

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

8. Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

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

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

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 **TYPE OF COMPANY/ FIRM [TICK APPLICABLE BOX]**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....

9.6 **COMPANY CLASSIFICATION [TICK APPLICABLE BOX]**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

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

9.8 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.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS.....</p> <p>.....</p> <p>.....</p>
---