



**REQUEST FOR QUOTATION RFQ: MUT 560/2024**

**Appointment of a Suitably Qualified and Experienced 2SF (or Higher) Fire Signage, Fire Prevention & Fire Protection Systems and Equipment Contractor for the Provision of Ad-hoc, Routine, Risk-Based, Condition-Based, Planned Preventative and Emergency Maintenance and Installation Services MUT-Wide Contract for a Period Not Exceeding 1-Year**

<b>Business Unit:</b> Maintenance	<b>RFQ Number:</b> RFQ MUT 560/2024
<b>End-user: (Technical Enquiries):</b> Mr JS Ellenson <b>Contact:</b> 0319077109 <b>E-mail:</b> <a href="mailto:jabulani@mut.ac.za">jabulani@mut.ac.za</a>	<b>Procurement Buyer:</b> Mr Kwenza Buthelezi <b>Contact:</b> 031 819 9535 <b>E-mail:</b> <a href="mailto:procurement3@mut.ac.za">procurement3@mut.ac.za</a>
<b>Invite Date:</b>	16 August 2024
<b>Closing date:</b> 27 August 2024 <b>Closing time:</b> 11h00	<b>Completed Quotations</b> <b>Send-via E-mail:</b> <a href="mailto:procurement3@mut.ac.za">procurement3@mut.ac.za</a> & state RFQ MUT 560/2024_in the e-mail subject line.
<b>RFQ Validity Period:</b> 90-days	<b>Payment Terms:</b> 30 days in arrears after receipt of a valid tax invoice.
<b>NB:</b> Clarification questions to be directed by e-mail to both the MUT End-user & Buyer (ONLY).	

**Bidder's Information:**

▪ Bidder's Name:	
▪ Contact Number:	
▪ Name & Surname of Authorized Person:	
▪ E-mail:	
▪ Company Registration Number:	

## **RFQ TERMS OF REFERENCE:**

1. Bidders must submit all necessary documents and complete all forms and questionnaires contained in this RFQ (in full). MUT applies the three-stage process of evaluating tenders, i.e., mandatory, functionality, price and B-BBEE criteria.
2. Pricing: do not show separately (unless stated otherwise herein).
3. Bidders responding to this quotation are deemed to do so, on the basis that they acknowledge and accept all Terms of Reference of this quotation.
4. The 90-day validity period may not be extended (unless otherwise stated by the bidder).
5. Incomplete or late submissions will not be evaluated.
6. Return quotations to the e-mail address provided herein before the closing date and time.

### **Instruction:**

The bidder's information block must be filled out in full, signed by authorized personnel adhering to the closing date. The supplier must carefully read the instructions and the terms of reference of this document. Failure to adhere to these instructions and terms of reference may result in the disqualification of the submission.

## **WHAT IS MUT LOOKING FOR?**

The MUT Maintenance Department seeks to appoint one suitably qualified and experienced 2SF (or higher) CIDB graded specialist contractor to carry out ad-hoc, routine, planned preventative / PPM, risk based, condition based and emergency Fire Signage, Fire Prevention & Fire Protection systems and equipment installation, replacement, repair and maintenance services as and when required, MUT-wide. OPEX and CAPEX budgets apply.

### **Specification:**

Reference is made to the "Mandatory Criteria", "Functionality Criteria", "Pricing Schedule" and "B-BBE Criteria" pertaining the procurement of performance driven ad-hoc, routine, PPM, risk based, condition based and emergency Fire Signage, Fire Prevention & Fire Protection systems and equipment installation, replacement, repair and maintenance services for a contract period not exceeding 1-year.

The specifications and frequency schedules below, serve as a general concept for all areas and as a guideline to minimum requirements, but may be adjusted in accordance with the University's requests, mutual arrangements or to ensure a better service. The South African National Standards need to be adhered to as a minimum guideline. The Contractor must acquaint himself as to the exact situation, boundaries and areas, as well as the diversity of the various types of installations and assets.

Competent, qualified, registered and experienced fire safety contractors to conduct a status analysis of the existing fire equipment and systems focusing on the following items:

- Is the current system sufficient for the building?
- Does the building comply with the requirements of the fire safety as regulated in OHS Act and any other related municipal bylaws or regulations?
- What is the status of the installed equipment?

- What measures to be implemented to ensure complemented to ensure compliance of the above and any other relevant requirements in terms of the building regulations requirements?

Submit a full report on the items with best possible maintenance and repair methods on items identified as defaults or non-conformances.

### **Technical Services**

The Contractor hereby accepts to deliver all technical services, which includes the following:

- The entire servicing and maintenance including preventative maintenance of the Fire Extinguishers and Hose Reels and related Equipment of the University in general and to the satisfaction of the University.
- These services must be carried out in an acceptable manner by the Contractor and must be integrated with the daily activities on the University and specifically in a manner and according to time schedules as specified in the applicable section of this documents, which may be amended by the member in writing from time to time.

### **Nature of Agreement and Provision of Resources**

The University requires a full risk-agreement in respect of the provision of this service in terms of which the Contractor is bound to the provision of services for the contract period and the amount(s) as quoted in terms of the tender documentation. The Contractor will be held liable for the complete extent of the agreement including the risk of all expenses and cost arising from this agreement.

The Contractor shall provide all labour, materials equipment, tools etc. and other incidence or derivative resources required for the provision of the services in terms of this agreement unless otherwise specified in this agreement.

### **Standard of Service**

The Contractor shall provide a service in terms of this agreement in accordance with the terms of this Agreement, whilst at the same time conforming to the standards as specified as in the clause as well as to the complete satisfaction of the University.

The Contractor is responsible for the implementation and execution of control systems and procedures (including supervision) as required by the University to ensure that the services are provided according to the standards specified in this agreement.

### **Risk and Accountability in respect of Employment**

The contractor accepts full accountability for all actions of his staff, or any other person who's services the Contractor may use and will ensure that such actions will at no time or in no manner endanger the students, staff or property of the University, with specific reference to dangerous actions such as the installation of electrical cables, wiring and application of chemicals.

Should the contractor, with the written consent of the University, make use of the University's equipment for execution of services, he will do so in accordance with the conditions as

specified by the University and at its own risk. The risk will extend to the replacement valve of such equipment.

### **Additional Duties and Obligations of the Contractor**

The Contractor shall:

- Provide amended services on the basis that it forms part of the obligations of this agreement, but subject to amended compensation as specified in this tender document. The Contractor shall indicate his acceptance or rejection of the price adjustment as indicated in the amended instruction within 14 days of receipt thereof.
- Still remain accountable for providing services in terms of this agreement and in general for the cost, damages and expenses provided for in terms of this agreement as well as any services or part thereof executed by a third party.
- Ensure that all equipment, building or other facilities provided to the Contractor is properly maintained, cleaned and returned to the University in the same condition.
- Accept full accountability for the security and safety of the University's assets in any way affected by the activities of the contractor in the execution of this agreement.
- Remove at own cost all rubbish and refuse, which may result from the provision of services on a daily basis.
- Accept full accountability and responsibility to ensure the accuracy of all amounts, figures, quantities and specifications as specified in this tender.
- Ensure that he is aware of the scope of services in respect of maintenance and preventative maintenance.
- Maintain comprehensive documentation in order to prove purchase prices of material as required and specified in this tender.

### **Reporting**

The Contractor shall report on request as follows:

- A schedule of services provided.
- A short report with regards to all activities implemented to address issues demanded by the decisions taken at site meetings.
- A list of special issues proposed by any of the parties.
- Report regarding services rendered including the remedial actions taken to rectify previous sub-standard performance.

### **Project Specifications: Technical Services**

Standard Specifications

- SANS10139 – Fire Detection System
- SANS14520 – Clean Agent Gaseous Systems
- SANS306 – CO2 Gaseous Systems
- All other and related laws, by-laws, regulations, standards and specifications

### **Materials and Workmanship**

All work is to be executed with materials of the best quality and in the most substantial manner under the inspection and to the entire satisfaction of the University.

The equipment and installations shall be in accordance with the following:

- The National Building Regulations and Building Standards Act No.103 Of 1977 as amended in 1984 and all amends thereafter.
- The latest revision of SABS 0400: The Applications of the National Building Regulations, as amended.
- The Machinery and Occupational Health and Safety Act No.85 of 1993.
- Any other relevant laws, by-laws and regulations of local or other authorities. All apparatus, components parts, fittings and materials supplied and/or installed whether specially specified herein or not shall conform in respect of quality, manufacture, tests and performance with the requirements of the appropriate current South Africa (SABS) or other relevant standards and Addenda thereto, except where otherwise required by this Specification or permitted by the University in writing. All materials and workmanship which may, in the opinion of the University be inferior to that specified for the work will be condemned. All condemned material and workmanship must be replaced or rectified as the case mat be to the satisfaction of the University and at the Contractor.
- No second-hand equipment of any description may be offered for supply or installation. If so, required the University may call for samples of material and equipment for approval. Samples shall be submitted within 14 days of the request and if judged necessary by the University may only be returned after completion of the installation in order to ensure that the quality of the installed product is the same as that of the approval sample. Any fitting or item of equipment not specifically mentioned but obviously necessary for the successful completion.

### **Service Access**

Where equipment is installed, the Contractor shall ensure that access will be possible for maintenance purposes after any installation.

### **Scope of Work:**

Pertaining to the outsourced ad-hoc, routine, PPM, risk based, condition based and emergency Fire Signage, Fire Prevention & Fire Protection systems and equipment installation, replacement, repair and maintenance services' contract scope of work; the appointed specialist contractor will be required to:

List of Campuses with lists of building names

#### **1) Main Campus Buildings:**

- **MC-PSOB:** Main Campus Protection Services' Office Building
- **MC-PSCRB:** Main Campus Protection Services' Control Room Building
- **MC-PSGH:** Main Campus Protection Services Guard House
- **MC-MEIS-S&CTB:** Main Campus Main Electrical Incomer Sub-Station & Cooling Towers Building
- **MC-EWAB:** Main Campus East Wing Administration Building
- **MC-WWEA:** Main Campus West Wing Administration Building
- **MC-NEL&OB:** Main Campus New Engineering Labs & Offices Building

- **MC-OEL&OB:** Main Campus Old Engineering Labs & Offices Building
- **MC-POS&WB:** Main Campus Procurement Offices, Stores & Workshop Building
- **MC-CB:** Main Campus C-Block
- **MC-TWB:** Main Campus Toyota Workshop Building
- **MC-NWB:** Main Campus North Wing Building
- **MC-RSB:** Main Campus Resource Centre Building
- **MC-CRLB:** Main Campus Cecil Renauld Lecture Building
- **MC-DBLB:** Main Campus D-Block labs Building
- **MC-OLVB:** Main Campus Old L Lecture Venue Block
- **MC-LVB:** Main Campus L Lecture Venue Block
- **MC-NLVB:** Main Campus N Lecture Venue Block
- **MC-DHB:** Main Campus Dining Hall Building
- **MC-TSCB:** Main Campus Technology Science Centre Building
- **MC-PKSPHB:** Main Campus Pixley Ka-Seme Precinct Hall Building
- **MC-PKSPK&EBB:** Main Campus Pixley Ka-Seme Precinct Kitchen & Event Breakaway Building
- **MC-PKSPL:** Main Campus Pixley Ka-Seme Precinct Labs
- **MC-PKSPCT:** Main Campus Pixley Ka-Seme Precinct Cooling Towers
- **MC-PKSP0&SB:** Main Campus Pixley Ka-Seme Precinct Offices & Storage Building
- **MC-SS:** Main Campus Student Centre
- **MC-SP:** Main Campus Sports Pavillion
- **MC-ABSR:** Main Campus A-Block Student Residence
- **MC-BBSR:** Main Campus B-Block Student Residence
- **MC-CBSR:** Main Campus C-Block Student Residence
- **MC-DBSR:** Main Campus D-Block Student Residence
- **MC-EBSR:** Main Campus E-Block Student Residence
- **MC-FBSR:** Main Campus F-Block Student Residence
- **MC-G-BSR:** Main Campus G-Block Student Residence
- **MC-H1BSR:** Main Campus H1 Block Student Residence
- **MC-H2BSR:** Main Campus H2 Block Student Residence
- **MC-H3BSR:** Main Campus H3 Block Student Residence
- **MC-H4BSR:** Main Campus H4 Block Student Residence
- **MC-PHs:** Main Campus Park Homes (Park occupied by the tend-users)

## 2) North Campus:

- **NC-PSGH:** North Campus Protection Services Guard House
- **NC-MAB:** North Campus Main Academic Building
- **NC-PHs:** North Campus Park Homes (Park homes occupied by the end-users)

### 3) Executive Hotel Campus:

- **EHC-PSGH:** Executive Hotels Campus Protection Services Guard House
  - **EHC-PSRB:** Executive Hotel Campus Primary Student Residence Building
  - **EHC-SSRB:** Executive Hotel Campus Secondary Student Residence Building
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- Inform MUT in writing of any new installations, replacements, repairs or modifications required to the existing infrastructure and equipment deemed necessary. No new installation, replacement, repair or modification work must be undertaken without the written consent / approval of MUT's duly appointed representative.
  - Provide comprehensive monthly Audit / Asset Condition Assessment Reports, Asset Registers and Expenditure Reports for all Fire Signage, Fire Prevention & Fire Protection systems and equipment – MUT wide,
  - Provide MUT will a comprehensive Fire Signage, Fire Prevention & Fire Protection systems and equipment Master Plan (MUT-wide) for new installations, replacements, repairs and maintenance services outlining the below – for MUT approval:
    - Ad-hoc Maintenance Plan
    - Routine Maintenance Plan
    - Risk Based Maintenance Plan
    - Condition Based Maintenance Plan
    - Emergency Maintenance Plan.
    - OSHERQ Compliance Management Plan

#### Legend:

- SF = Fire Prevention & Protection Systems
- CIDB = Construction Industry Development Board
- OPEX = Operating Expenditure
- CAPEX = Capital Expenditure
- OH&S Act = Occupational Health and Safety Act 85 of 1993
- OSHERQ = Occupational, Safety, Health, Environmental, Risk and Quality [Management]

#### **Compliance Management:**

The bidder should take note of the requirements of the OH&S Act, the Construction Regulations 2003 issued in terms of Section 43 of the Act, all applicable SANS and ISO standards for Fire Signage as well as Fire Prevention & Protection Systems – inclusive of the associated electrical wiring requirements and standards. This being a specialized Fire Signage as well as Fire Prevention & Protection Systems services contract, the bidder is deemed to have acquainted themselves and fully understands the comprehensive requirements of the referred Act, Regulations, SANS codes and ISO standards. As a result, the bidder is deemed to have allowed for all cost implications in compliance therewith.

## THE BIDDER:

### STAGE 1: MANDATORY EVALUATION CRITERIA

#### PLEASE NOTE:

- Failure to submit and meet the mandatory evaluation criteria in full will lead to disqualification.
- The successful CIDB graded 2SF bidder will be required to submit a contract specific and comprehensive OSHERQ File (for MUT's approval) within 5 workdays of receiving a letter of award for this Fire Signage, Fire Prevention & Fire Protection Systems contract, prior to any work being carried out.

The below valid and verifiable documents are required:

- Signed and Initialed RFQ Document (every page), with the document completed in full)
- Completed Pricing Schedule.
- Company Registration Documents / CIPC Certificate.
- Tax Clearance Certificate and SARS Tax Pin.
- Certified ID Copies of all Company Directors.
- Board/Directors Resolution or Proxy (If not Sole Proprietor).
- Bank verification letter stamped by the bank not older than three (3) months.
- Public liability cover to the value of R1 000 000.00.
- 2SF (or higher) CIDB Grade Certificates ONLY.
- Certificates of Membership with SAQCC Fire, FPA SA and FFETA.
- ASIB Approval.
- SANAS Accreditation: Inspection of Transportable Refillable Gas Containers.
- SAMSA Certificate of Accreditation under Section 4.5 of the SAMFAS Code.
- SABS Approval (with the bidder's Permit Number and Schedule to Permit to Apply Certification Mark).
- SABS Certificate of Registration for ISO 9001:2008 Quality Management Systems (In respect of the supply, reconditioning & installation of fire-fighting equipment).
- SABS letter confirming that the bidder's on-site service vehicle has been assessed & found to comply with the requirements of SANS 1475/2010 and associated reference standards.
- Department of Labour Certificate: Transportable Gas Container Test Station (in terms of the Pressure Equipment Regulation 18 under the OH&S Act 58 of 1993).
- SANAS accredited B-BBEE certificate / an Affidavit for Exempted Micro Enterprises and Qualifying Small Enterprises (as per the B-BBEE Act) / an Affidavit signed by a Commissioner of Oaths.

The following tables set out the evaluation & scoring matrix for the functionality criteria, for each outsourced resource.

**NB:** The bidder must submit comprehensive CVs (further to filling in – in full, the abridged CV forms below), Certified / Verifiable Membership and Professional Registration Certificates as well as all Certified / Verifiable Relevant Qualifications of all key personnel that will be assigned to this Fire Signage, Fire Prevention & Fire Protection Systems contract.

#### **THE BIDDER & THEIR CONTRACT RESOURCES:**

STAGE 2: FUNCTIONALITY EVALUATION CRITERIA	SCORING
<p>PLEASE NOTE:</p> <ul style="list-style-type: none"> <li>▪ Failure to submit and meet: <ul style="list-style-type: none"> <li>- The functionality evaluation stage's <u>mandatory</u> requirements will lead to the disqualification of the bidder.</li> <li>- The red-highlighted functionality evaluation stage's conditional criteria will lead to the bidder being disqualified. Minimum qualifying points refer, i.e., 21 points of the total 39 points score card (as highlighted in red below).</li> </ul> </li> <li>▪ The bidder must fill in (in full) and submit the <u>mandatory</u> abridged CV forms below for all their contract resources. This includes the bidder's Company Profile. Furthermore, <ul style="list-style-type: none"> <li>- Certified / Verifiable Membership and Professional Registration Certificates as well as all Certified / Verifiable Relevant Qualifications of all key contract personnel that will be assigned to this Fire Signage as well as Fire Prevention &amp; Protection Systems contract must be submitted. This is <u>mandatory</u>.</li> <li>- Any additional information that may assist MUT to further assess the bidder's technical and service delivery capacity for this specialized Fire Signage, Fire Prevention &amp; Fire Protection Systems contract will be advantageous.</li> </ul> </li> <li>▪ Whilst it's not stated herein that it's mandatory for Fire Signage, Fire Prevention &amp; Fire Protection Systems Assistants to undergo formal and accredited OH&amp;S training in respect of safe work procedures, the successful bidder will be required to provide proof (in their OSHERQ File) that they have undergone internal training (including but not limited to Tool-Box Talks for each task that will be performed under this contract).</li> <li>▪ Whilst it's NOT mandatory for the successful bidder to source any/all Fire Signage, Fire Prevention &amp; Fire Protection Systems Assistants for this contract from Umlazi Wards 88 &amp; 89, MUT would like to encourage the bidder to do so (where possible) for the purposes of enhancing local participation on this contract. <ul style="list-style-type: none"> <li>- Should the successful bidder source any/all Fire Signage, Fire Prevention &amp; Fire Protection Systems Assistants from Umlazi Wards 88 &amp; 89, the successful bidder will be required to provide MUT with letters issued by the Ward 88 &amp; 89 Councillors, only this will serve as proof of residency by the Fire Signage, Fire Prevention &amp; Fire Protection Systems Assistants in these two Wards.</li> </ul> </li> </ul>	
<p><b><u>Mandatory Qualification/s (1 x Contract Manager):</u></b>  The following clear and certified copies are required for this resource:</p> <ul style="list-style-type: none"> <li>▪ RSA ID</li> <li>▪ SAQCC Fire Card (Competent Person as per the OH&amp;S Act 85 of 1993)</li> </ul> <p><b>NB:</b> Bidders' Specialist Fire Signage as well as Fire Prevention &amp; Protection Systems Technicians that don't meet the above 2 criteria will be disqualified.</p> <p><b><u>Conditional Qualification/s (1 x Contract Manager):</u></b>  The following clear and certified / verifiable copies are required for this resource:</p> <ul style="list-style-type: none"> <li>▪ DoL, QCTO, HWSeta &amp; SAIOSH accredited and endorsed OH&amp;S certificates, based on the SAQA curriculum, in respect of all safe work procedures that relate to the full provision of this contract's deliverables, e.g., working at heights, first aid, firefighting, etc. If not already acquired, the bidder must provide a Pro-forma Invoice from an accredited training provider verifying that this resource will complete the requisite training</li> </ul>	<p><b>1 Point</b> <b>1 Point</b></p> <p><b>1 Point</b></p>

<p>within 5 workdays of receiving a letter of award. This forms part of the required OSHER File.</p> <p><b>Advantageous Industry Qualification/s (1 x Contract Manager):</b>  In line with industry best practices, the following clear and certified / verifiable copy is required for this resource:</p> <ul style="list-style-type: none"> <li>▪ SAQA accredited Contract Management diploma / degree</li> </ul> <p><b>NB:</b> Should there be an impasse in the evaluation of the total functionality criteria, this advantageous qualification will be used by MUT to elevate a bidder/s whose Contract Manager/s possess one.</p> <p><b>Mandatory Experience (1 x Contract Manager):</b>  The following verifiable experience is required for this resource:</p> <ul style="list-style-type: none"> <li>▪ 10+ years' service experience in the installation, replacement, repair and maintenance of Fire Signage, Fire Prevention &amp; Fire Protection systems.</li> <li>▪ 6+ years' service experience in the installation, replacement, repair and maintenance of Fire Signage, Fire Prevention &amp; Fire Protection systems.</li> <li>▪ 3+ years' service experience in the installation, replacement, repair and maintenance of Fire Signage, Fire Prevention &amp; Fire Protection systems.</li> </ul> <p><b>NB:</b> Bidders whose Contract Managers don't meet any of the above 3 criteria will be disqualified.</p>	<p style="text-align: right;"><b>1 Point</b></p> <p style="text-align: right;"><b>3 Points</b></p> <p style="text-align: right;"><b>2 Points</b></p> <p style="text-align: right;"><b>1 Point</b></p>
<p><b>Mandatory Qualification/s (3 x SAQCC Fire registered Technicians):</b>  The following clear and certified copies are required for this resource:</p> <ul style="list-style-type: none"> <li>▪ RSA ID</li> <li>▪ SAQCC Fire Card (Competent Person as per the OH&amp;S Act 85 of 1993)</li> </ul> <p><b>NB:</b> Bidders' SAQCC Fire registered Technicians that don't meet the above 2 criteria will be disqualified.</p> <p><b>Conditional Qualification/s (3 x SAQCC Fire registered Technicians):</b>  The following clear and certified / verifiable copies are required for this resource:</p> <ul style="list-style-type: none"> <li>▪ DoL, QCTO, HWSeta &amp; SAIOSH accredited and endorsed OH&amp;S certificates, based on the SAQA curriculum, in respect of all safe work procedures that relate to the full provision of this contract's deliverables, e.g., working at heights, first aid, firefighting, etc. If not already acquired, the bidder must provide a Pro-forma Invoice from an accredited training provider verifying that this resource will complete the requisite training within 5 workdays of receiving a letter of award. This forms part of the required OSHER File.</li> </ul> <p><b>Mandatory Experience (3 x SAQCC Fire registered Technicians):</b>  The following verifiable experience is required for this resource:</p> <ul style="list-style-type: none"> <li>▪ 5+ years' service experience in the installation, replacement, repair and maintenance of Fire Signage, Fire Prevention &amp; Fire Protection systems.</li> <li>▪ 3+ years' service experience in the installation, replacement, repair and maintenance of Fire Signage, Fire Prevention &amp; Fire Protection systems.</li> <li>▪ 1+ years' service experience in the installation, replacement, repair and maintenance of Fire Signage, Fire Prevention &amp; Fire Protection systems.</li> </ul> <p><b>NB:</b> Bidders whose SAQCC Fire registered Technicians don't meet any of the above 3 criteria will be disqualified.</p>	<p style="text-align: right;"><b>1 Point</b></p> <p style="text-align: right;"><b>1 Point</b></p> <p style="text-align: right;"><b>1 Point</b></p> <p style="text-align: right;"><b>3 Points each (x3)</b></p> <p style="text-align: right;"><b>2 Points each (x3)</b></p> <p style="text-align: right;"><b>1 Point each (x3)</b></p>

<p><b><u>Mandatory Equity Target (1 x SAQCC Fire registered Technicians, from the 3 noted above):</u></b></p> <p>To promote diversity within the institution and the service providers MUT partner with, particularly in the MUT Maintenance Department's high-paced work environment which is dominated by males from the Baby Boomer Generation to Generation X, to bridge the generational and equity gaps preference will be given to resources that meet the below criteria:</p> <ul style="list-style-type: none"> <li>▪ 1 x Female SAQCC Fire registered Technician (of any productive age).</li> </ul> <p>PLEASE NOTE:</p> <ul style="list-style-type: none"> <li>▪ Failure to meet this <u>mandatory</u> equity target criterion will lead to the disqualification of the bidder.</li> </ul>	<p><b>1 Point</b></p>
<p><b><u>Mandatory Qualification/s (1 x OSHERQ Compliance Management Officer):</u></b></p> <p>The following clear and certified copies are required for this resource:</p> <ul style="list-style-type: none"> <li>▪ RSA ID</li> <li>▪ SAQCC Fire Card (Competent Person as per the OH&amp;S Act 85 of 1993</li> <li>▪ SACPCMP certificate of membership</li> </ul> <p><b>NB:</b> Bidders' OSHERQ Compliance Management Officers that don't meet the above 2 criteria will be disqualified.</p> <p><b><u>Conditional Qualification/s (1 x OSHERQ Compliance Management Officer):</u></b></p> <p>The following clear and certified / verifiable copies are required for this resource:</p> <ul style="list-style-type: none"> <li>▪ DoL, QCTO, HWSeta &amp; SAIOSH accredited and endorsed OH&amp;S certificates, based on the SAQA curriculum, in respect of all safe work procedures that relate to the full provision of this contract's deliverables, e.g., working at heights, first aid, firefighting, etc. If not already acquired, the bidder must provide a Pro-forma Invoice from an accredited training provider verifying that this resource will complete the requisite training within 5 workdays of receiving a letter of award. This forms part of the required OSHERQ File.</li> </ul> <p><b><u>Mandatory Experience (1 x OSHERQ Compliance Management Officer):</u></b></p> <p>The following verifiable experience is required for this resource:</p> <ul style="list-style-type: none"> <li>▪ 5+ years' OSHERQ compliance management service experience in the installation, replacement, repair and maintenance of Fire Signage, Fire Prevention &amp; Fire Protection systems.</li> <li>▪ 3+ years' OSHERQ compliance management service experience in the installation, replacement, repair and maintenance of Fire Signage, Fire Prevention &amp; Fire Protection systems.</li> <li>▪ 1+ year's OSHERQ compliance management service experience in the installation, replacement, repair and maintenance of Fire Signage, Fire Prevention &amp; Fire Protection systems.</li> </ul> <p><b>NB:</b> Bidders whose OSHERQ Compliance Management Officers don't meet any of the above 3 criteria will be disqualified.</p>	<p><b>1 Point</b></p> <p><b>1 Point</b></p> <p><b>1 Point</b></p> <p><b>1 Point</b></p> <p><b>3 Points</b></p> <p><b>2 Points</b></p> <p><b>1 Point</b></p>



PLEASE NOTE:

- Failure to submit proof of business address in any of the prescribed format below will lead to the disqualification of the bidder, i.e.:
  - Municipal bill not older than 3-months.
  - Title deed of property.
  - Copy of a Lease agreement.
  - Affidavit confirming proof of business address.

**Mandatory Bidder's Experience:**

<ul style="list-style-type: none"> <li>▪ 3 client reference letters for completed Fire Signage, Fire Prevention and Fire Protection installation, replacement, repair and maintenance contracts / projects with a value of R500 000.00 – R1 000 000.00 (as per the CIDB Works Capability criteria for 2ME graded contractors)</li> </ul>	<p><b>3 Points</b></p>
<ul style="list-style-type: none"> <li>▪ 2 client reference letters for completed Fire Signage, Fire Prevention and Fire Protection installation, replacement, repair and maintenance contracts / projects with a value of R500 000.00 – R1 000 000.00 (as per the CIDB Works Capability criteria for 2ME graded contractors)</li> </ul>	<p><b>2 Points</b></p>
<ul style="list-style-type: none"> <li>▪ 1 client reference letter for completed Fire Signage, Fire Prevention and Fire Protection installation, replacement, repair and maintenance contracts / projects with a value of R500 000.00 – R1 000 000.00 (as per the CIDB Works Capability criteria for 2ME graded contractors)</li> </ul>	<p><b>1 Point</b></p>

PLEASE NOTE:

- Failure to submit any clients' reference letters as proof of equivalent service duration and value for a minimum of one (1) client stated on the Company Profile Template will lead to the disqualification of the bidder.
  - Signed reference letters (on letterheads of the organizations, with contactable personnel) of contracts / projects similar to this Fire Signage, Fire Prevention & Fire Protection installation, replacement, repair and maintenance contract's scope of work must be provided. This is mandatory, therefore bidders that don't submit any client reference letter will be disqualified.
  - Letters of Agreement / Award, Purchase Orders and existing Fire Signage, Fire Prevention & Fire Protection maintenance / replacement / repair / installation service contracts that haven't exceeded the 1, /2 or 3-year duration of the required service experiences may not replace the relevant and required bidder's experience for these reference letters.
  - Bidders are encouraged to submit their full company profiles as well for additional information that may assist MUT to further assess their service capacities.

<b>GRAND-TOTAL: FUNCTIONALITY EVALUATION CRITERIA</b>	<b>Out of 39 Points</b>
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**PLEASE NOTE:**

- The functionality criterion aims to assess the capability of the bidder to plan, execute and successfully deliver upon this specialized Fire Signage, Fire Prevention & Fire Protection installation, replacement, repair and maintenance services contract's expectations.
- Bidders must obtain a minimum percentage score of 21 out of the 39 total points for the functionality criterion to progress to the next stage (Stage 3: Pricing) of this RFQ's evaluation process.
  - Reference is made to Mandatory v/s Conditional v/s Advantageous Criteria for the Functionality Stage.
  - MUT reserves the right not to appoint the lowest received bid price. MUT reserves the right to negotiate the price of the recommended bidder to market related rates. MUT reserves the right to appoint a bidder that will add service value to this contract's performance. Therefore, during the evaluation process, points scored in the Functionality Stage will supersede the tendered Pricing. This will inform the basis of the successful bidder's appointment.

**CV TEMPLATE: CONTRACT MANAGER (x1)**

▪ Full Name:		▪ Nationality:			
▪ Gender:		▪ ID No.:			
<b>Formal Qualifications:</b>					
<b>Qualification/s</b>	<b>Name of Institution/s</b>			<b>Year Obtained</b>	
<b>Name of Employer (1):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Current/Recent Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Name of Employer (2):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Previous Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Name of Employer (3):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Previous Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Name of Employer (4):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Previous Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Specific Record of Service Experience Pertinent to this Fire Signage, Fire Prevention &amp; Fire Protection Systems &amp; Equipment Contract:</b>					



**CV TEMPLATE: FEMALE SAQCC FIRE REGISTERED TECHNICIAN (1 OF 3)**

▪ Full Name:		▪ Nationality:			
▪ Gender:		▪ ID No.:			
<b>Formal Qualifications:</b>					
<b>Qualification/s</b>	<b>Name of Institution/s</b>			<b>Year Obtained</b>	
<b>Name of Employer (1):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Current/Recent Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Name of Employer (2):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Previous Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Name of Employer (3):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Previous Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Name of Employer (4):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Previous Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Specific Record of Service Experience Pertinent to this Fire Signage, Fire Prevention &amp; Fire Protection Systems &amp; Equipment Contract:</b>					



**CV TEMPLATE: SAQCC FIRE REGISTERED TECHNICIAN (2 OF 3)**

▪ Full Name:		▪ Nationality:			
▪ Gender:		▪ ID No.:			
<b>Formal Qualifications:</b>					
<b>Qualification/s</b>	<b>Name of Institution/s</b>			<b>Year Obtained</b>	
<b>Name of Employer (1):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Current/Recent Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Name of Employer (2):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Previous Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Name of Employer (3):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Previous Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Name of Employer (4):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Previous Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Specific Record of Service Experience Pertinent to this Fire Signage, Fire Prevention &amp; Fire Protection Systems &amp; Equipment Contract:</b>					



**CV TEMPLATE: SAQCC FIRE REGISTERED TECHNICIAN (3 OF 3)**

▪ Full Name:		▪ Nationality:			
▪ Gender:		▪ ID No.:			
<b>Formal Qualifications:</b>					
<b>Qualification/s</b>	<b>Name of Institution/s</b>			<b>Year Obtained</b>	
<b>Name of Employer (1):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Current/Recent Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Name of Employer (2):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Previous Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Name of Employer (3):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Previous Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Name of Employer (4):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Previous Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Specific Record of Service Experience Pertinent to this Fire Signage, Fire Prevention &amp; Fire Protection Systems &amp; Equipment Contract:</b>					



**CV TEMPLATE: HEALTH & SAFETY COMPLIANCE MANAGEMENT OFFICER (x1)**

▪ Full Name:		▪ Nationality:			
▪ Gender:		▪ ID No.:			
<b>Formal Qualifications:</b>					
<b>Qualification/s</b>	<b>Name of Institution/s</b>			<b>Year Obtained</b>	
<b>Name of Employer (1):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Current/Recent Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Name of Employer (2):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Previous Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Name of Employer (3):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Previous Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Name of Employer (4):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Previous Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Specific Record of Service Experience Pertinent to this Fire Signage, Fire Prevention &amp; Fire Protection Systems &amp; Equipment Contract:</b>					



**CV TEMPLATE: FEMALE ASSISTANT (TO THE SAQCC FIRE REGISTERED TECHNICIAN)**

▪ Full Name:		▪ Nationality:			
▪ Gender:		▪ ID No.:			
<b>Formal Qualifications:</b>					
<b>Qualification/s</b>	<b>Name of Institution/s</b>			<b>Year Obtained</b>	
<b>Name of Employer (1):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Current/Recent Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Name of Employer (2):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Previous Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Name of Employer (3):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Previous Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Name of Employer (4):</b>	<b>Full Time:</b>	<b>Yes</b>		<b>No</b>	
Previous Position:	Years of Service:				
Reference:	E-mail: Contact No.:				
<b>Specific Record of Service Experience Pertinent to this Fire Signage, Fire Prevention &amp; Fire Protection Systems &amp; Equipment Contract:</b>					



**COMPANY PROFILE TEMPLATE:**

<ul style="list-style-type: none"> <li>Bidder's Company Name:</li> </ul>	
<b>Service Experience in Proving Specialized Fire Signage, Fire Prevention &amp; Fire Protection Installation, Replacement, Repair &amp; Maintenance Services:</b>	
<b>Name of Client (1):</b>	
Duration of Service:	Contract Value (as per the CIDB Works Capability criteria):
Assigned OSHERQ personnel (if any):	
Relevance of the Client's Contract's Service Scope v/s this Fire Signage, Fire Prevention & Fire Protection Contract's Service Scope (Installations, Replacements, Repairs & Maintenance):	
Reference:	E-mail: Contact No.:
<b>Name of Client (2):</b>	
Duration of Service:	Contract Value (as per the CIDB Works Capability criteria):
Assigned OSHERQ personnel (if any):	
Relevance of the Client's Contract's Service Scope v/s this Fire Signage, Fire Prevention & Fire Protection Contract's Service Scope (Installations, Replacements, Repairs & Maintenance):	



Reference:		E-mail: Contact No.:	
<b>Name of Client (4):</b>			
Duration of Contract:		Contract Value (as per the CIDB Works Capability criteria):	
Assigned OSHERQ personnel (if any):			
Relevance of the Client's Contract's Service Scope v/s this Fire Signage, Fire Prevention & Fire Protection Contract's Service Scope (Installations, Replacements, Repairs & Maintenance):			
Reference:		E-mail: Contact No.:	

**Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes our company's service experience.

**Signature:** ..... **Date:** .....  
 [of key personnel who confirms the details on the Company Profile as recorded above]

**Signature:** ..... **Date:** .....  
 [of person authorised to sign on behalf of the Bidder]

**STAGE 3: PRICING EVALUATION CRITERIA**

**PRICING SCHEDULE / BILL OF QUANTITIES 1: CATEGORY A - HUMAN CAPITAL & GENERAL CONTRACT COSTS**

PLEASE NOTE:

1. This is a Firm & Fixed Pricing Model
2. Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.
3. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
4. This is a rate-based & fixed fee specialized Fire Signage, Fire Prevention & Fire Protection systems + equipment services contract. Therefore, the quantities noted below are for evaluation & adjudication purpose ONLY per asset category. The bidder's offered unit rates v/s total amounts noted below will be utilized to calculate the actual total contract costs for the stated contract duration.

No	Description	Location	Unit	Quantity	Rate	Total Amount (Qty x Rate)
----	-------------	----------	------	----------	------	---------------------------

1.	Cost of Technical Human Capital Resources:					
1.1	Contract Manager	MUT wide	Per/Hour	1		
1.2	SAQCC Fire Registered Technicians	MUT wide	Per/Hour	3		
1.3	Assistants (to the SAQCC Fire Registered Technician)	MUT wide	Per/Hour	3		
1.4	OSHERQ Compliance Management Officer	MUT wide	Per/Hour	1		
2.	General Contract Costs:					

2.1	Administration (Technical Inspection Reports, Quotations, Service Sheets / Job Cards, Credit Notes, Invoices & Statements - combined)	MUT wide	Per/Hour	1		
2.2	Call-out Fee (Normal Office Hours)	MUT wide	Per/Call-out	1		
	Call-out Fee (Outside Office Hours)	MUT wide	Per/Call-out	1		
2.3	Transportation Charge	MUT wide	Per/KM	1	N/A (the current mandated AA R/KM will apply)	N/A (the current mandated AA R/KM will apply)
2.4	Monthly Audit / Asset Condition Assessment Report Fee	MUT wide	Per/Hour	1		
2.5	Monthly Asset Register Fee	MUT wide	Per/Hour	1		
2.6	Monthly Expenditure Report Fee	MUT wide	Per/Hour	1		
2.7	OSHERQ File	MUT wide	Per/Complete File	1		
Sub-total						
Mark-up on Parts / Components & Equipment Fee (percentage @____% of the monetary value relative to R1.00)						
Profit Margin Fee (indicate percentage @____% of the total monetary value, excluding the Mark-up Fee)						
VAT @15% (where applicable ONLY)						
<b>Total Bid Price (Category A: Human Capital &amp; General Contract Costs) in RSA Currency</b>						

[All applicable taxes included]

## PRICING SCHEDULE / BILL OF QUANTITIES 2

PLEASE NOTE:

1. He tendered price (all inclusive – labour, service, repair, consumables, adjustments, check faults, etc.) as indicated in this document and according to general and original manufacturer's service requirements of the specific installation or equipment.
2. Service will be provided to the satisfaction of the university, as indicated in accordance with the conditions and specifications as set out in this document and according to the condition, specifications and requirements as indicated in the manufacturer's operation manual.

### MAIN CAMPUS – EVALUTATION PURPOSE

Description of Item	Unit	Quantity	Unit Rate	Total Amount (Excl. VAT)
2kg CO2 Fire Extinguisher	No	64		
2.5kg CO2 Fire Extinguisher	No	18		
4.5kg STP Fire Extinguisher	No	69		
5kg CO2 Fire Extinguisher	No	49		
9kg STP Fire Extinguisher	No	142		
Hose Reel	No	136		
Sub-total				
VAT @ 15%				
Total				

NB: The prices exclude any recharges, major spares, pressure testing or hydrostatic testing, if needed. Price quoted on this tender document will apply.

**PRICING SCHEDULE / BILL OF QUANTITIES 3**

NATURAL SCIENCE CAMPUS – EVALUTATION PURPOSE

Description of Item	Unit	Quantity	Unit Rate	Total Amount (Excl. VAT)
2kg CO2 Fire Extinguisher	No	7		
4.5kg STP Fire Extinguisher	No	27		
5kg CO2 Fire Extinguisher	No	16		
9kg STP Fire Extinguisher	No	22		
Hose Reel	No	20		
Sub-total				
VAT @15%				
Total				

NB: The prices exclude any recharges, major spares, pressure testing or hydrostatic testing, if needed. Price quoted on this tender document will apply.

**PRICING SCHEDULE / BILL OF QUANTITIES 4**

## EXECUTIVE RESIDENCE HOTEL – EVALUTATION PURPOSE

Description of Item	Unit	Quantity	Unit Rate	Total Amount (Excl. VAT)
2kg CO2 Fire Extinguisher	No	3		
4.5kg STP Fire Extinguisher	No	1		
5kg CO2 Fire Extinguisher	No	4		
9kg STP Fire Extinguisher	No	25		
Hose Reel	No	10		
Sub-total				
VAT @15%				
Total				

NB: The prices exclude any recharges, major spares, pressure testing or hydrostatic testing, if needed. Price quoted on this tender document will apply.

**Important Notes:**

1. The intent of this RFQ is to procure the services of one (1) 2SF (or higher) CIDB graded SMME Fire Signage, Fire Prevention & Fire Protection one (1) specialist contractor that will provide the MUT Maintenance Department with outsourced installation, replacement, repair & maintenance services for all existing & planned fire equipment, parts / components & systems (on a rate-based & fixed-fee contract).
2. The Unit price (Rate P/H) is indicative of the total costs for the provision of each outsourced resource. The bidder must provide (in a separate pricing schedule) a detailed/descriptive cost breakdown of all contract disbursements for the full provision of the required services. The total cost for all monthly disbursements must be included in the Pricing Schedule above, which will be deemed to be an exhaustive list & total amount. The mark-up fee & profit margin fee must be indicated separately in the Pricing Schedule.
3. Any & all services that will be provided on an ad-hoc/emergency basis outside of MUT working hours must be submitted by the contractor to, then pre-authorized in writing by the MUT Maintenance Department's authorized official prior to any services being provided. Standard after hours, weekend & public holiday rates shall apply.
4. The contents of a Task Order Form will be agreed upon & pre-signed by the two parties to regulate the scope, deliverables, milestones & timelines for each task under this contract. This will form part of the SLA for this specialized Fire Signage, Fire Prevention & Fire Protection contract.
5. The successful bidder cannot change any of the resources outsourced to MUT for the entire duration of the contract, unless otherwise approved in writing by the MUT Maintenance Department's authorized official. The service providers' personnel will be issued with access cards.
6. At any point for the duration of this contract, the MUT Maintenance Department's authorized official reserves the right to instruct the appointed contractor to immediately change any & all resources outsourced to MUT due to (including but not limited to):
  - Poor performance / incapacity / delayed services / poor workmanship quality / unacceptable behavior.
7. An OSHERQ File must be submitted by the appointed contractor & approved by MUT as aforesaid. Failure to comply with this & all applicable statutory requirements will result in the appointed contractor not being permitted to carry out any work on MUT premises. Failure by the appointed contractor to always maintain a compliant OSHERQ file will lead to the contractor being instructed to immediately leave the MUT premises, reported to the necessary regulatory body/ies and be penalized accordingly.
8. Penalties for these service deficiencies will be charged to the appointed contractor for each service deficiency that is pending. Hereunder the applicable penalties which will form part of this contract's SLA:

<b>Minimum Service Level Agreement</b>	<b>Targets (Response &amp; Turnaround Times)</b>	<b>Applicable Penalties</b>
On-campus response to normal call-outs (within 1 hour of each call-out being logged)	100% Response Time	10% of the billable labour costs, per reported incident.
*On-campus resolution of normal call-outs (within 4 hours of each call-out being logged)	100% Turnaround Time	10% of the billable labour costs, per reported incident.
On-campus response to emergency call-outs (within 1 hour of each call-out being logged)	100% Response Time	15% of the billable labour costs, per reported incident.

*On-campus resolution of emergency call-outs (within 2 hours of each call-out being logged)	100% Turnaround Time	15% of the billable labour costs, per reported incident.
Compliance with any & all applicable statutory regulations	100% Compliance	To be cascaded in the SLA
Compliance with any & all contract agreements	100% Compliance	To be cascaded in the SLA

\*= "On-campus resolution of normal & emergency call-outs (within the aforesaid hours of each call-out being logged)": where delays are beyond the control of the appointed bidder, it is the contractor's responsibility to inform MUT (prior / timeously) and provide comprehensive details, i.e., nature of the delay & expected response / turnaround time.

**THE BIDDER:**

**STAGE 4: B-BBEE**

PLEASE NOTE:

- This is a mandatory requirement. Therefore, failure to submit the below and meet the B-BBEE criteria in full will lead to the bidder being disqualified.

The below valid & certified / verifiable documents are required:

- SANAS accredited B-BBEE certificate / an Affidavit for Exempted Micro Enterprises & Qualifying Small Enterprises (as per the B-BBEE Act) / an Affidavit signed by a Commissioner of Oaths

- Required By : The Maintenance Department: Operations Directorate
- At : Mangosuthu University of Technology / MUT

- Brand and Model : .....

- Country of Origin : .....

- Does the offer comply with the specifications : **\*YES/NO**

- If not to specification, indicate all deviations : .....

.....

.....

.....

.....

- Period required for delivery : .....  
\*Delivery: Firm / Not Firm?

- Delivery basis : .....

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

\*\*All applicable taxes include VAT / Value Added Tax, PAYE / Pay As You Earn, Income Tax, UIF / Unemployment Insurance Fund contributions and Skills Development Levies.

Legend: \* = Delete if not applicable.

## RFQ FORM:

1. I/We hereby render to supply all or any of the supplies and/or to render all or any of the services described in the attached documents to ..... on the items and conditions and in accordance with the specifications stipulated in the RFQ documents (and which shall be taken as part of, and incorporated into, this RFQ) at the prices and on the terms regarding time for delivery and/or execution inserted therein.
2. I/We agree that the offer herein shall remain binding upon me/us and open for acceptance by ..... during the validity period indicated and calculated from the closing time of the RFQ.
3. If I/we withdraw my/our RFQ within the period for which I/we have agreed that the RFQ should remain open for acceptance or fail to fulfil the contract when called upon to do so, ..... may without prejudice to its other rights, agree to the withdrawal of my/or RFQ or cancel the contract that may have been entered into between me/us and ..... and I/we will then pay to ..... any additional expense incurred by ..... having either to accept any less favourable RFQ or fresh RFQs have to be invited, the additional expenditure incurred by the invitation of fresh RFQ and by the subsequent acceptance of any less favourable RFQ, .....shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become to me/us under this or any other RFQ or contract or against any guarantee or deposit that have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other RFQ or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss ..... may sustain by reason of my/our default.
4. If my/our RFQ is accepted the acceptance may be communicated to me/us by letter or ordinary post or registered post and that SA Post Office Ltd shall be regarded as my/our agent. Delivery or such acceptance to SA Post Office Ltd shall be treated as delivery to me/us.
5. The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our RFQ and that I/we choose domicilium citandi et executandi in the Republic (full address).
6. I/We furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our RFQ, that the price(s) and rate(s) quoted cover all the work/items(s) in these documents; and that the price(s) and rate(s) cover all my/our obligations under a resulting contract. I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
7. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the principal(s) liable for the due fulfilment of this contract.
8. I/We agree that any action from this contract in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.

9. I/We declare that I/we have participation /no participation in the submission of any other offer for the supplies/service described in the attached documents. If in the affirmative, state name(s) or RFQ(s) involved.

10. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Are you duly authorized to sign for this the RFQ? **\*YES / NO**

11. Has the Declaration of Interest been duly completed and included with the other RFQ forms? **\*YES / NO**

**DECLARATION:**

I, the undersigned (full names): .....

Certify that the information furnished above is correct. I accept that, in addition to cancellation contract, action may be taken against me should this declaration prove to be false.

**Signature:** .....

**Ensure that all pages are completed in full before returning this document.**

Name & Surname of Authorized Person / Representative: .....	Date:
.....	
<b>Signature of Bidder's Representative:</b> .....	

**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 bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where:

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

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (Director, Trustee, Shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

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

<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);
- (b) Any municipality or municipal entity;
- (c) Provincial legislature;
- (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.

2.7 Are you or any person connected with the bidder presently employed by the state?

**YES / NO**

2.7.1 If so, furnish the following particulars:

- Name of person / Director / Trustee / Shareholder/ Member: .....  
.....
- Name of state institution at which you or the person connected to the bidder is employed:  
.....
- Position occupied in the state institution: .....  
.....
- Any other particulars: .....  
.....

2.7.2 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**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

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

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

2.8 Did you or your spouse, or any of the company's Directors / Trustees / Shareholders / Members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars: .....  
.....  
.....

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

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

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

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

.....

.....

2.11 Do you or any of the Directors / Trustees / Shareholders / Members of the company have any interest in any other related companies whether or not they are bidding for this contract?

**YES/NO**

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

.....

.....

**3. Full details of Directors / Trustees / Members / Shareholders:**

<b>Full Name</b>	<b>Identity Number</b>	<b>Personal Tax Reference Number</b>	<b>State Employee Number / Persal Number</b>

#### 4. DECLARATION

The bidder:

- I, THE UNDERSIGNED (NAME): .....  
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
- I ACCEPT THAT MANGOSUTHU UNIVERSITY OF TECHNOLOGY MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES:**

1. This Standard Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its Directors have:
  - (a) Abused the institution's supply chain management system;
  - (b) Committed fraud or any other improper conduct in relation to such system; or
  - (c) Failed to perform on any previous contract.
4. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its Directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its Directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**CERTIFICATION:**

The bidder:

- I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.
- I ACCEPT THAT, IN ADDITION TO THE CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

1. This document must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - (a) Disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - (b) Cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination must be completed and submitted with the bid:

<sup>1</sup> **Includes price quotations, advertised competitive bids, limited bids, and proposals.**

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

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES:**

I, the undersigned, in submitting the accompanying bid:

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(Bid Number and Description)

in response to the invitation for the bid made by:

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(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:  
(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) Has been requested to submit a bid in response to this bid invitation.
  - (b) Could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities, or experience; and
  - (c) Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) Prices
  - (b) Geographical area where product or service will be rendered (market allocation)
  - (c) Methods, factors, or formulas used to calculate prices.
  - (d) The intention or decision to submit or not to submit, a bid.
  - (e) The submission of a bid which does not meet the specifications and conditions of the bid;  
or
  - (f) Bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

**<sup>3</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.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**CHECKLIST TO BE COMPLETED BY THE BIDDER:**

<ul style="list-style-type: none"> <li>▪ Does this offer comply with the specifications? State the brand where applicable.</li> </ul>	
<ul style="list-style-type: none"> <li>▪ Does the bidder have the required experience? State period.</li> </ul>	
<ul style="list-style-type: none"> <li>▪ Can this order be delivered within the specified period? State delivery period.</li> </ul>	
<ul style="list-style-type: none"> <li>▪ Do you intend sub-contraction/Partner?</li> </ul>	
<ul style="list-style-type: none"> <li>▪ Pricing Schedule (Recalculate to ensure accuracy). Indicate whether prices are firm or non-firm).</li> </ul>	
<ul style="list-style-type: none"> <li>▪ Declaration of Interest (Read, Understand and Sign).</li> </ul>	
<ul style="list-style-type: none"> <li>▪ Declaration of Bidder's Past Supply Chain Management Practices (Read, Understand and Sign).</li> </ul>	
<ul style="list-style-type: none"> <li>▪ Certificate of Independent Bid Determination (Read, understand and Sign).</li> </ul>	
<ul style="list-style-type: none"> <li>▪ CSD Registration Number (MAAA.....) / CSD Report</li> </ul>	