

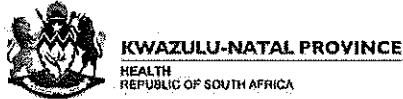
# KZN Health Intranet

KZN HEALTH

HOME CORPORATE INFORMATION COMPONENTS DIRECTORY DISTRICT OFFICES HEALTH FACILITIES

KZN Health > Components > Supply Chain Management

AdvertQuote



## Quotation Advert

Opening Date: 2022-07-19

Closing Date: 2022-07-26

Closing Time: 11:00

### INSTITUTION DETAILS

Institution Name: Head Office Quotations

Province: KwaZulu-Natal

Department or Entity: Department of Health

Division or section: Central Supply Chain Management

Place where goods / services is required: Ladysmith MLM

Date Submitted: 2022-07-19

### ITEM CATEGORY AND DETAILS

Quotation Number: ZNQ: HOH/0510/23

Item Category: Services

Item Description: 3 Year HVAC and Refrigeration contract at Ladysmith MLM

Quantity (if supplies): 1

### COMPULSORY BRIEFING SESSION / SITE VISIT

Select Type: Compulsory Site Visit

Date: 2022-07-22

Time: 09:00 am

Venue: Ladysmith MLM

QUOTES CAN BE COLLECTED FROM: [www.kznhealth.gov.za](http://www.kznhealth.gov.za)

QUOTES SHOULD BE DELIVERED TO: Quotations.scmho@kznhealth.gov.za OR 310 Jabu Ndlovu, SCM Office, Pietermaritzburg, 3200

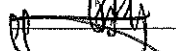
### ENQUIRIES REGARDING THE ADVERT MAY BE DIRECTED TO:

Name: Jabulani Hlongwane

Email: Jabulani.Hlongwane@kznhealth.gov.za

Contact Number: 033 815 8345

Finance Manager Name: Mrs E.N. Maphumulo

Finance Manager Signature: 



DESCRIPTION: 3 YEAR HVAC AND REFREGIRATION CONTRACT AT LADYSMITH MLM

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	1	3 Year HVAC and Refrigeration contract at Ladysmith MLM				
		NB: Specification attached				
		NB: CIBD, 1ME				
		Compulsory Site Visit				
		Date: 22 July 2022				
		Time: 09:00 am				
		Venue: Ladysmith MLM				
		Original documents required in a sealed envelope with current CSD summary report reflecting banking details, certified copy of B-BBEE certificate by verified agency and accredited by SANAS, Tax Clearance certificate or SARS pin				
		Responses to be deliverd : 310 Jabu Ndlovu Street, old boys Model, Quotation tender box Or Quotations@scmho.gov.za				
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., 1day, 1week

<p><b>Enquiries regarding the quote may be directed to:</b></p> <p>Contact Person: Jabulani Hlongwane Tel: 033 815 8345</p> <p>E-Mail Address: Jabulani.Hlongwane@kznhealth.gov.za</p>	<p><b>Enquiries regarding technical information may be directed to:</b></p> <p>Contact Person: Musawenkosi Mkhize Tel: 065 951 0286</p>
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## GENERAL CONDITIONS OF CONTRACT

## 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 Department is under no obligation to accept the lowest or any quote.
- 3.2. The Department reserves the right to communicate in writing with vendors in cases where information is incomplete or where there are obscurities regarding technical aspects of the offer, to obtain confirmation of prices or preference claims in cases where it is evident that a typing, written, transfer or unit error has been made, to investigate the vendor's standing and ability to complete the supply/service satisfactorily.
- 3.3. **ALL DECISIONS TAKEN BY THE DEPARTMENT ARE FINAL, INCLUDING THE AWARD OR CANCELLATION OF THIS QUOTATION.**
- 3.4. The price quoted must include VAT (if VAT vendor).
- 3.5. Should a bidder become a VAT vendor after award or during the implementation of a contract, they may not request the VAT percentage from the Department as the service provider made an offer during the period they were not registered as a VAT vendor. The Department is only liable for any VAT from registered VAT vendors as originally stated on the quotation document.
- 3.6. The bidder must ensure the correctness & validity of the quotation:  
 (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*  
 (ii) *it is the responsibility of the bidder to confirm receipt of their quotation and to keep proof thereof.*
- 3.7. 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.
- 3.8. This quotation will be evaluated based on the 80/20 points system, specification, correctness of information and/or functionality criteria. All required documentation must be completed in full and submitted.
- 3.9. Offers must comply strictly with the specification.
- 3.10. Only offers that meet or are greater than the specification will be considered.
- 3.11. Late offers will not be considered.
- 3.12. Expired product/s will not be accepted. All products supplied must be valid for a minimum period of six months.
- 3.13. Used/ second-hand products will not be accepted.
- 3.14. A bidder not registered on the Central Suppliers Database or whose verification has failed will not be considered.
- 3.15. All delivery costs must be included in the quoted price for delivery at the prescribed destination.
- 3.16. 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.
- 3.17. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.18. In the event of a bidder having multiple quotes, only the cheapest according to specification will be considered.
- 3.19. Verification will be conducted to identify if bidders have multiple companies and are cover-quoting for this bid.
- 3.20. In such instances, the Department reserves the right to immediately disqualify such bidders as cover-quoting is an offence that represents both corruption and acquisition fraud.

## 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. Quotations submitted must be complete in all respects. However, where it is identified that information in a bidder's response, which does not affect the preference points or price, is incomplete in any respect, the said supplier meets all specification requirements and scores the highest points in terms of preference points and price, the Department reserves the right to request the bidder to complete/ submit such information.
- 4.5. Any alteration made by the bidder must be initialled; failure to do so may render the response invalid.
- 4.6. Use of correcting fluid is prohibited and may render the response invalid.
- 4.7. Quotations 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.

4.10. The Department is under no obligation to pay suppliers in part for work done if the supplier can no longer fulfil their obligation.

**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.
- 5.5. No quotation/bid sent through the post will be considered if it is received after the closing date and time stipulated in the quotation documentation, and proof of posting will not be accepted as proof of delivery.
- 5.6. Quotation documents must not be included in packages containing samples. Such quotations may be rejected as being invalid.

**6. SAMPLES**

- 6.1. In the case of the quote document stipulating that samples are required, the supplier will be informed in due course when samples should be provided to the institution. (This decreases the time of safety and storage risk that may be incurred by the respective institution). The bidders sample will be retained if such bidder wins the contract.
  - (i) If a company/s who has not won the quote requires their samples, they must advise the institution in writing of such.
  - (ii) If samples are not collected within three months of close of quote the institution reserves the right to dispose of them at their discretion.
- 6.2. **Samples must be made available when requested in writing or if stipulated on the document.**
  - (i) If a Bidder fails to provide a sample of their product on offer for scrutiny against the set specification when requested, their offer will be rejected. All testing will be for the account of the bidder.

**7. COMPULSORY SITE INSPECTION / BRIEFING SESSION**

7.1. Bidders who fail to attend the compulsory meeting will be disqualified from the evaluation process.

- (i) The institution has determined that a compulsory site meeting  will  take place
- (ii) Date 22 / 07 / 2022 Time 09 : 00 Place Ladysmith MLM

Institution Stamp:	Institution Site Inspection / briefing session Official
	Full Name: .....
	Signature: .....
	Date: .....

**8. STATEMENT OF SUPPLIES AND SERVICES**

8.1. The contractor shall, when requested to do so, furnish particulars of supplies delivered or services executed. If he/she fails to do so, the Department may, without prejudice to any other rights which it may have, institute inquiries at the expense of the contractor to obtain the required particulars.

**9. SUBMISSION AND COMPLETION OF SBD 6.1**

9.1. Should a bidder wish to qualify for preference points they must complete a SBD 6.1 document. Failure by a bidder to provide all relevant information required, will result in such a bidder not being considered for preference point's allocation. The preferences applicable on the closing date will be utilized. Any changes after the closing date will not be considered for that particular quote.

**10. TAX COMPLIANCE REQUIREMENTS**

- 10.1. In the event that the tax compliance status has failed on CSD, **it is the suppliers' responsibility to provide a SARS pin in order for the institution to validate the tax compliance status of the supplier.**
- 10.2. In the event that the institution cannot validate the suppliers' tax clearance on SARS as well as the Central Suppliers Database, **the quote will not be considered and passed over as non-compliant according to National Treasury Instruction Note 4 (a) 2016/17.**

## 11. TAX INVOICE

11.1. A tax invoice shall be in the currency of the Republic of South Africa and shall contain the following particulars:

- |  |  |
|--|--|
| (i) the name, address and registration number of the supplier;                           | (iv) a description and quantity or volume of the goods or services supplied; |
| (ii) the name and address of the recipient;  | (v) the official department order number issued to the supplier;             |
| (iii) an individual serialized number and the date upon which the tax invoice is issued; | (vi) the value of the supply, the amount of tax charged;                     |
|  | (vii) the words tax invoice in a prominent place.                            |

## 12. PATENT RIGHTS

The supplier shall indemnify the **KZN Department of Health** (hereafter known as the purchaser) against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## 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. THE DEPARTMENT RESERVES THE RIGHT TO PASS OVER ANY QUOTATION WHICH FAILS TO COMPLY WITH THE ABOVE.

**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:

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

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the 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:

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

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (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 applicable box**

(Tick

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

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

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>
---



**KWAZULU-NATAL PROVINCE**  
**HEALTH**  
REPUBLIC OF SOUTH AFRICA

**INFRASTRUCTURE DEVELOPMENT**

**LADYSMITH FORENSIC MORTUARY: THREE YEAR MAINTENANCE AND REPAIRS CONTRACT OF  
HEATING VENTILATION AND AIR CONDITIONG (HVAC) SYSTEMS**

Prepared by: Mr CZ MADONSELA

February 2022

# 1 SECTION A: SPECIAL CONDITIONS

## 1.1 Scope

The scope of the document calls for:

- a) The implementation of preventative maintenance to Heating Ventilation and Air Conditioning (HVAC) equipment of the facility listed as per **clause 1.3** and includes responding to unplanned plant breakdown repairs (corrective maintenance and occurrence management)

## 1.2 Contract

- a) The contract that applies to work executed as part of this specification will be valid for a period of 36 months (thirty-six).

## 1.3 Site

- a) The Contractor will be required to conform to such Acts (e.g. Act 53 of 1985: Control of Access to Public Premises and Vehicles), regulations and restrictions affecting access to and use of the site as laid down by the Head: Health or his/her designee. Bidders should also note that the buildings are occupied and that permission for access should be obtained from the authoritative person on site. This contract shall apply to the following site locations/facilities:

Uthukela Health District Forensic Mortuaries	CIDB Grading Required
Ladysmith Forensic Mortuary	1 ME

## 1.4 Programme

- a) The Contractor shall within 20 business days of receiving the appointment, submit to the Head: Health a schedule which indicates when each system or piece of existing equipment will be inspected and full comprehensive report on the condition of the said equipment be provided. The Contractor will then compile a maintenance schedule of the equipment. This schedule shall be prepared in accordance with the frequency schedule in **Section B, Clause 2.3**. Once this schedule is approved by the Head: Health or his/her designee, the Contractor shall do the maintenance in strict accordance with this schedule. The Contractor shall not commence with the maintenance schedule unless all schedules have been approved.
- b) The Maintenance Schedule shall include the Health & Safety File for the approval of Head: Health or his/her appointed designee.

## 1.5 Scaffolding

- a) The Contractor shall include in his rate for the supply, erection, moving as required and removal of all scaffolding and platform equipment necessary for the execution of the maintenance.
- b) Scaffolding and platform equipment to form part of the Health & Safety File and be approved as contemplated in the regulations, the OHS Act 85 of 1993 Construction regulations 2014 and/or SANS 10085.

## 1.6 Accommodation

- a) The Contractor shall be responsible for providing accommodation for his staff as and when may be required. No site accommodation will be provided by the Department of Health. The Contractor shall however make the response time upon call out as per **section B clause 2.6**.

## 1.7 Damage to the works

- a) The Contractor shall exercise due care to avoid causing damage to the building, equipment and works during the progress of the Contract. He/she will be held responsible for any damage caused to works by his/her negligence and shall be liable for all costs incurred in making good such damage to the satisfaction of the Head: Health or his/her appointed designee.

## 1.8 Contract Period

- a) The period of this contract shall be 36 (thirty-six) months with the option to extend for a further 12 (twelve) months. The extension shall be by written request by the Head: Health or his/her appointed designee. The maximum contract period including extensions shall not exceed 48 (forty-eight) months. The contract period shall commence from the date that the site is handed over to the Contractor or 20 (twenty) business days after the date of the letter accepting the bid, whichever is the earlier. Contract extension shall be by means of a written appendix to the contract, which shall be issued to the Contractor by the Head: Health or his/her appointed designee, 1 (one) calendar month before the initial contract period expires. The Client has no obligations to renew the contract after the initial contract period has lapsed and no claim what so ever shall be considered if the contract is not renewed.
- b) The Contractor must notify the Head: Health or his/her appointed designee of the last impending Maintenance Schedule date three (3) calendar months before initial expiry of the Contract, excluding extensions, to give all parties enough time to prepare for the handover process.

## 1.9 Contractors' liability in respect of defects:

- a) Any defects or faults which appear within three (3) months from the completion of works or part thereof and the replacement of components and parts of any installation, shall be made good by the Contractor within such period as may be determined by the Head: Health or his/her designee in writing to the Contractor.
- b) Should the Contractor fail to rectify the defects or faults referred to within 1 calendar month, the Head: Health or his/her designee shall, without prejudice to any other rights that he may be entitled to rectify such defects or faults or to arrange for the rectification thereof and to recover from the Contractor any damages which the user and/or Head: Health or his/her designee may have suffered as a result of the Contractor's failure to carry out the terms of the contract.
- c) If the Contractor or any person employed by the Contractor should perform any action, and/or procedure, which may cause damage of whatever nature to the property of the Head: Health of his/her designee, the Contractor shall be responsible for all repair work to such damages as per **Clause 1.7**. The response and negligence to respond by the Contractor to rectify any damages to the satisfactory of the Head: Health or its representative shall be addressed as determined by this contract.

## 1.10 Payment, Omissions and Penalties

- a) The Contractor shall be entitled to receive payment for scheduled maintenance monthly after the completion of scheduled maintenance. Payments shall be based on VAT invoices. Contractor shall submit with his invoice a detailed service report on the service done and condition of the works. Payment processes shall commence upon receipt of such service report.
- b) The Contractor shall be entitled to receive payment on additions to this contract, after the work has been 100 % completed, inspected and approved by the Head: Health or his/her designee. Such work must have been proposed for review, consideration and approval by the Head: Health or his/her designee and this work shall not commence until such approval has been obtained in writing
- c) If any aspect of the scheduled maintenance and/or servicing is not attended to during that month, written notice shall be given to the Head: Health or his/her designee of such cases, with full explanation of why the works were not executed according to schedule. No payment shall be made in respect of that month's invoice. The Contractor shall be in default until written notice has been received by the Head: Health or his/her designee that the issues were attended to and that the work has been inspected and verified by both parties. The Head: Health or his/her designee shall respond within 5 (five) working days to inspect the site with the Contractor from the date of receiving written notice from the Contractor. The Contractor shall only then be entitled to reclaim that month's payment.
- d) Any payment invoice shall be regarded as open and shall be subject to revision and adjustment by the Head: Health or his/her designee should the Contractor be found to be in default for any work done. The money related shall be deducted from the next invoice should it be found that the previous month's services were not performed and the related previous invoice was paid.
- e) No invoice amount paid to the Contractor shall act as proof that the work has been executed and accepted by the Head: Health or his/her designee that will indemnify the Contractor of his responsibility and duties regarding the requirements as stated in this documents.

## 1.11 Defaults by Contractor

- a) The Contractor shall be in default if he/she:
  - Breaches and/or neglects to comply strictly with any of the conditions of this contract or any instruction and orders given to him in writing in terms of this contract.
  - Does not follow the contracted and agreed maintenance scope and schedule.

Should the Contractor be in default, the Head: Health or his/her designee shall, from time to time, be entitled to adopt all or any one or more of the following courses, either wholly or partly or by way of substitution or successor;

- b) To allow the Contractor to proceed with the works and to recover a penalty of one hundred (100) cents per hundred rand (R100) of the total contract value of the agreement per day for each day that the work may be in arrears. Such penalty may be recovered or may be deducted as from the date of execution stated in contract, or any extension thereof, from any payment due or to become due in terms of this contract.

- c) To instruct the Contractor in writing to discontinue the work on specified date and to vacate the site. The Contractor shall not be entitled to refuse to withdraw from the work on the ground of any right whatsoever. The Head: Health or his/her designee may there upon adopt the following courses:
  - i) Cancel the contract and enter into a further contract, by instruction with any other Contractor for the execution of the works or any portion thereof for the rest of the contract period, at such times and upon such terms as the Head: Health deems fit:
  - ii) Provide such number of persons and purchase such material as the Head: Health and user deem fit execute the works or any portion thereof:
- d) If the execution cost of the works for the rest of the contract period exceeds the amount still due in terms of the contract, if any, the Head: Health may, without any prejudice, recover such excess from the Contractor. The Head: Health shall be entitled to deduct such excess from any amounts still due in terms of this contract or any other contract existing between the Contractor and the Head: Health. The Contractor hereby agrees and binds himself, his successor in title, not in any way to dispute the right to deduct such amounts.
- e) If the contract or portion is cancelled the Head: Health may make an assessment of the cost of executing the works for the rest of the contract period and deduct such assessed amount from any of the aforesaid amounts that may be due to Contractor. If it later transpires that the actual cost of executing the works for the rest of the contract period is less than the assessed amount, such excess shall be refunded to the Contractor.
- f) The Contractor shall not be in default if it can be proven that the works could not be executed due to unforeseen circumstances beyond the Contractors control or acts of God. In that case the Contractor must notify in writing the Head: Health or his/her designee of such instance and provide a recovery plan to execute the works without affecting the subsequent scheduled activities.

#### **1.12 Maintenance and repair instruction**

- a) The Contractor will be responsible to the Head: Health or his/her designee and will receive written instructions for repairs and reported faulty plant operation solely from the Head: Health or his/her designee. The Contractor shall not discuss maintenance and plant operation procedures or pass comment to occupants of the facility or any other person or persons. The Contractor shall not under any circumstance carry out works issued by any other persons except instructions from Head: Health or his/her designee.

#### **1.13 Substitutions of materials**

- a) No substitutions of the articles or materials specified in this document will be permitted unless the authority of the Head: Health has been obtained, in writing, before the bid close and Contractor will otherwise be required to provide and or use the specified articles or materials. Approval of any request for the substitution of any article or material will only be considered when Head: Health is satisfied that if the substitution is approved, there is sufficient time remaining before bid close to advise all other bidders accordingly.

#### **1.14 Applicable codes**

All equipment supplied, all detailed layout and all work performed shall be in strict accordance with the following minimum but not limited to codes:

- a) The latest edition of the Health and Occupational Safety Act, Act 85 of 1993, as amended,

- b) Construction Regulations, 2014
- c) All applicable HVAC & R, SANS and ISO Standards
- d) The latest edition of the SANS 10142 code of practice for the wiring of premises
- e) The relevant local authority (Municipality) regulations

Should the specification and/or drawing (if any) be at variance with one or more of the above mentioned codes, the Contractor shall inform the Head: Health of his/her designees in writing of such variance. The Contractor shall apply the conditions of the statutory codes unless instructed in writing by the Head: Health of his/her designee to do otherwise.

All material shall, unless otherwise specified, comply with the requirements of the relevant SABS specification.

#### 1.15 Exclusions from contract

- a) The costs of repairs necessitated due to misuse (other than the misuse by the Contractor or his employee) and the replacement of parts with parts of a different or updated design shall be borne by the Head: Health.
- b) The following items of the installation are not included or covered by this agreement  
Damage to enclosures, surround and sills (including all finishes and corrosion, wall panels, suspended ceiling, light diffusers, handrails, mirror, carport or floor covering) telephone, intercommunications system, closed circuit television system and power generating plants; however, the conditions of the above items shall be reported. Fire and water damage beyond the control of the Contractor.
- c) The Contractor shall not require to install at his cost any additional equipment to the installation which is recommended or required by Insurance companies, Government, and Provincial, Municipal or any other authority

#### 1.16 The Head: Health or his/her designee agree and undertake:

- i) To ensure that at all times the installation will be used in a reasonable manner
- ii) To advise Contractor as soon as possible if the installation becomes inoperative
- iii) Not to authorize or allow any person other than the Contractor to carry out any work, whatsoever, on the installation during the period of this agreement, except in terms of **Clause 1.9** or, unless the prior written consent of the Contractor has first been obtained, or where the Contractor is unavailable or where the Department of Health or it's staff or agent had been unable to contact the Contractor for a continuous period of three days. The Head: Health or his/her designee still has the right to then claim the damages or loss suffered by the Department from the Contractor
- iv) To immediately notify the Contractor of any injury or harm to any person or property resulting from the usage of the installation and shall supply to the Contractor all available relevant information concerning any incident
- v) To notify the Contractor of any changes of ownership of the installation or any change of postal address.
- vi) In addition to the maintenance charge, to adjust payment for any change in the rate of the Value Added Tax.
- vii) To ensure that the Contractors workmen shall at all reasonable times have free and undisturbed access to the installation according to **Clause 1.3**.



**1.17 Monthly maintenance co-ordination meeting**

- a) An air conditioning maintenance-coordinating meeting shall be held once a month at the contracted facilities. The Facility Maintenance Manager (or chief artisan or appointed designee) and the service manager/plant technician from the successful bidder's organization shall be required to attend this meeting.

**1.18 Equipment detail**

- a) The equipment involved in this contract is provided under the **equipment schedule section of this document, Annexure C.**

**1.19 Maintenance duties**

- a) The duties involved in this contract once awarded are those provided under the maintenance schedules section of this document.

**1.20 Work included in this contract but to be carried out by others**

- a) For specialized equipment, it is a condition of this Contract that the successful bidder shall enter into a separate contract with original equipment manufacturers (OEM's) or authorised agents of the OEM's, particularly for Chillers such as Trane, Carrier, York, CIAT, etc. The maintenance and service by OEM and the cost thereof will be subject to the same terms and condition as all other work included in this Contract.

## **2 SECTION B: MAINTENANCE SPECIFICATIONS**

### **2.1 General**

- a) This specification is for mechanical maintenance of all HVAC systems and associated equipment installed at the facilities as per **Section A, Clause 1.3**. The Contractor shall provide all the necessary tools and equipment to perform the maintenance procedures as specified. The Contractor shall further have and provide all the necessary measuring equipment to measure (Current, volts, air flow and water temperatures etc.). All measuring equipment shall have Calibration Certificates from an approved inspecting authority. The Contractor shall be familiar with and be capable to operate a Building Management System (BMS) if installed.

### **2.2 Site maintenance personnel**

- 2.2.1 The Contractor shall provide fully competent registered Plant Maintenance Air conditioning/Refrigeration Technicians and their assistants. The said Plant Technicians must be competent person in terms of Health and Occupational Safety Act 85 of 1993 and SAQCC, and must be of clean and sober habits, fully conversant and experienced with the type of plant and equipment installed and must be capable of rectifying the malfunctioning of the equipment installed, including the following:

- a) All types of split a/c units, VRV systems, packaged and field assembled air handling units and ancillary equipment.
- b) All types of fans i.e. window fans, wall mounted fans, axial fans, tube fans, propeller fans and ancillary equipment.
- c) All Chillers (and associated equipment) associated with HVAC
- d) Electronic control equipment associated with the aforementioned equipment including thermometers, Gauges, transmitters, Pressure relief valves etc.
- e) All electrical equipment including PLC's

- 2.2.2 A plant technician or site manager shall be responsible to the Head: Health or his/her designee.
- 2.2.3 The plant technician must be provided with a telephone to enable him/her to be contacted for after hour's emergency breakdowns and/or repairs. He/she shall be provided with company vehicle. Should the plant technician fall sick or be otherwise indisposed the Head: Health or his/her designee is to be immediately advised and the Contractor must make immediate arrangement for a replacement. The replacement plant technician must be contactable telephonically for after-hours emergency repairs until such time the contracted plant technician returns to duty. This arrangement will also apply in the event of the plant technician being on vacation leave.
- 2.2.4 The plant technician shall provide proof that all staff who work on elevated plant sections have a basic fall arrest certificate to work at heights. The Certificate shall be from a recognized professional body.

### 2.3 Maintenance Conditions

This maintenance contract is based on the following service frequency schedule:

EQUIPMENT TYPE	SERVICE FREQUENCY
Split air conditioners	Every 6 months
Air handling units	Every 3 months
Chillers and chiller pumps	Every 3 months
Ventilation systems	Every 3 months

- 2.3.1 The details of the service requirements and the Price Summary Page contained in Annexure B. Refer to Annexure D for checklist for each of the services.
- 2.3.2 No spare parts are included: All spare parts, components and breakdown call outs will be charged in addition to the contract according to the rates and mark up as bidded for in this contract (see Section B clause 2.6). Should the representative of the Head: Health or his/her designee in their capacity find that the spare parts or component failed due to any action caused by the Contractor or any neglect scheduled maintenance action, the Contractor will be responsible for all costs to replace spares and/or components including material labour and travelling costs.
- 2.3.3 The successful bidder must however prior to commencement with the contractual works produce in a table format the list of recommended long lead spare part items with an estimated duration of procurement for the consideration of the Head: Health or his/her designee.
- ### 2.4 Record keeping
- a) All maintenance activities will be recorded and monitored. The records shall be logged in accordance with the contracted schedules and be manually filed per plant. The logged records shall be provided to the Head: Health on a monthly basis prior to invoicing.

## 2.5 Applicable Rates

### 2.5.1 Labour

The standard applicable labour rates are included in the line items the contractor quotes for. The labour rates will only apply during repairs. These labour rates are taken to cover all of the service provider's supervision, administration and overhead costs, printing of standard service schedules, consumables, insurance, sundries and preliminaries and profit.

The labour rates will remain constant for the three (3) years of the contract period.

### 2.5.2 Travel and Transport

The Contractor will be reimbursed for any travelling and transportation of employees or provision of normal tools, etc. required for carrying out the agreed scope of work as per the latest departmental fuel rates for repair works.

Contractor's hourly rate will not be applicable when travelling to and from site during repairs. **Hourly rates are applicable when employees are on site busy carrying out work as per the callout instructions.**

### 2.5.3 Normal time and overtime

- a) All services are to be performed during working hours being 7:30 to 16:30 Monday to Friday inclusive. No overtime will be paid for scheduled maintenance services carried out after hours as overtime is not intended under this Contract.
- b) Overtime will only be entertained in cases of emergencies. Where working of overtime has been authorized by the Head: Health or his designee, overtime rates shall be applied as follows:

Monday to Saturday Inclusive	Sundays and Public Holidays
Overtime hours worked = Normal Time × 1.5	Overtime hours worked = Normal Time × 2

- **NOTE:** For the purposes of determining when overtime shall commence, it will be taken that the normal working hours are 07:30 to 16:30, Monday to Friday.

## 2.6 Break Downs and Call-Outs

- a) Breakdowns, call outs and/or complaints will be reported to the Contractor telephonically and shall be confirmed by facsimile or email by the Head: Health or his/her designee (**section A clause 1.12**). Upon arrival of such notice, the Contractor shall immediately acknowledge the receipt by telephone and confirm by email. **The Contractor shall respond to call outs within one (1) hour from the time of call notification by the Head: Health or his/her designee.** The Contractor shall repair and re-instate the system if this can be achieved with replacement parts available (NB: this shall be done after consultation and approval given by the Head: Health or his/her designee). A full technical report in writing shall be faxed/mailed to the Head: Health or his/her designee upon completion of the repair. If the system cannot be re-instated the Contractor shall within 24-hour period, prepare and submit a written call out report with quotation of material costs involved to repair the system based on the bidder's rates and mark-up and provide the quotation to the Head: or his/her designee. The

quotation shall be accompanied by a detailed report of the specific problem experienced with the system. The quotation shall include the following minimum requirements:

- i. Itemized material costs including mark up
  - ii. Any additional cost to be specified
- b) Should it be necessary the Head: Health or his/her designee will be entitled to adjust the quotations in consultation with the Contractor. Should the Head: Health or his/her designee find that the Contractor or his employees are responsible for the breakdown and/or failure of the equipment/components through:
- i. Willful actions
  - ii. Neglect of scheduled maintenance regarding the prescribed program
  - iii. Incompetence,

All costs involved in rectifying such breakdown and/or failure will be for the account of the Contractor and will be recovered in accordance with **section A clause 1.7 and 1.9.**

## **2.7 Down Time Allowable**

- a) The maximum allowable downtime for the plant items on the contracted maintenance schedule per facility shall be as follows:
- Monthly Service : 3 Hours
  - Annual Maintenance : 3 Days
  - Breakdown Repairs : 3 Days

Exceeding these maximum allowable hours shall constitute breach of contract as per **section A clause 1.11** unless otherwise can be proven to have been not possible to meet due to reasons beyond Contractors control.

## **2.8 Spare Parts and Material**

- a) On appointment, the successful bidder will be required to produce recommended spares and material list as part of his maintenance schedule as per **clause 2.3.2.**
- b) For non-stock items, e.g. motors, coils etc., the Contractor shall notify the Head: Health and/or his appointed designee, in writing, of the condition of the item in advance and the intention of replacing the part. This will allow the sufficient time for the procurement of the part without affecting plant downtime.
- c) Should spare parts be required which are not in stock the Contractor may be requested (NB: depending on SCM process feasible at the time) to obtain three quotations for such material/spare parts to submit to the Head: Health or his/her designee for adjudication and approval. Contractor will be paid a markup as per the contract for the purchase of such materials/parts.
- d) In the event that there are spare parts available in stores, no spare parts or material shall be used from the stores if not booked out in writing.

## **2.9 Redundant materials, spare parts, plant & equipment**

Redundant materials and spare parts which arise from servicing or emergency and essential repairs must be listed by the Contractor's workmen and handed over to the responsible official at the institution and a signature obtained therefore.

Redundant materials, plant and equipment arising from planned replacement and upgrading work shall:

- a) When considered scrap by the Department i.e. having no monetary value and no use to anyone, be removed from site by the Contractor. An amount must be quoted for under the price schedule when required, for removal of scrap, which amount will form part of the total quotation method.
- b) When considered by the Department to have monetary value but is of no use to the Department the Contractor may be invited to submit a quotation for the purchase and removal of same from Site. The Employer reserves the right to accept or reject such quotations.

**NOTE:** The Service Provider is responsible for all redundant materials and spare parts until handed over. No scrap or redundant parts, material, equipment or plant may be removed from Site without the prior written authority of the Department.

### 3 SECTION C: PARTICULAR SPECIFICATIONS

#### 3.1 TECHNICAL SPECIFICATION

##### 3.1.1 GENERAL

This Technical Specification shall be read in conjunction with all other sections of the Specification and cognisance shall be taken of the clauses relevant to this particular installation, whether any specific clauses are referred to or not.

##### 3.1.2 REPLACEMENT/NEW INSTALLATIONS

Tenderers are to make special note of the following:

- a) New installations (where applicable) shall be in accordance with the Occupational Health and Safety Act 85/1993 and all regulations framed therein shall be carried out to the satisfaction of the Department of Health.
- b) Competent workmen skilled in their trade shall carry out all work. Quality shall be of the best standard practice and all workmanship will be subject to the approval of the Department of Health.
- c) The work shall at all times, for the duration of the contract, be carried out under the supervision of a skilled and competent representative of the Contractor, who will be able and authorized to receive and carry out instructions on behalf of the Contractor. A sufficient number of workmen shall be employed at all times to ensure satisfactory progress of the work.
- d) All apparatus, component parts, fittings and materials employed in the execution of the Contract shall be new and unused and shall be the latest type or pattern of the particular manufacture employed. S.A.B.S. mark bearing items shall be used wherever possible.
- e) New installations shall be maintained for a period of twelve months (12) after acceptance in writing by the Department of Health and shall allow for routine inspections not less frequently than two times a year.
- f) New installations must be guaranteed against defective parts and workmanship for a period of twelve months (12) after the date of issue of the Completion Certificate. This period shall run concurrently with the maintenance period.
- g) Rates are to include for commissioning and testing of the complete installation and handing over in working order ready for use.
- h) Tenderers are advised to visit the site and acquaint themselves fully with the site conditions and nature and full extent of work involved prior to submitting their tender. Claims on the grounds of insufficient information in such respects or otherwise will not be entertained by the Administration.
- i) The Department of Health reserves the right to make emergency repairs to keep the equipment in operation without voiding the Contractor's Guarantee, nor relieving the contractor of his responsibility during the guarantee period when, after proper notice, the Contractor fails to attend to such emergency repairs. All costs incurred by the Administration under these circumstances will be for the account of the Contractor.
- j) NOTE: All electrical equipment shall comply with NER Regulation of voltage.

#### 4 TESTING AND COMMISSIONING

- a) All serviced and/or repaired/replaced equipment must be tested and proven in the presence of the Maintenance Department and Infrastructure Development before being signed off. The testing of the work will provide the Certificate of Conformity in the prescribed format by SARACCA.

#### 5 MAINTENANCE MANUALS

Not Applicable

#### 6 MAINTENANCE AND SERVICING

- a) The maintenance and servicing of the plant items shall be implemented in accordance with the maintenance schedules and frequencies prescribed under this contract. During execution of the works the Contractor shall respect OEM warranties to the Department of Health at all times when procuring spare parts, products or third party services. It will be the Contractor's sole responsibility to ensure that OEM warranty requirements are adhered to at all times.
- b) Where Contractors use or quote on spare parts of a lower quality or grade than that recommended by the OEM, or parts not recommended by the OEM, this must be clearly indicated and motivated to the Head: Health or his /her designee on the quotation.

#### 7 CONTRACT MARK-UPS

##### 7.1 Mark-Up On Materials, Spare Parts, Plant and Equipment

- a) A maximum mark-up on the Contractors nett invoiced value, before the addition of VAT of materials and spare parts shall be allowed by the Employer.
- b) The following sliding scale will apply in respect of the maximum allowable mark-up on the sum total cost, prior to the addition of VAT, on all materials, spare parts, plant and equipment.

1. R0.00 to R300 000.00

Mark-up @ 20%

2. R300 000.00 to R500 000.00

First R300 000.00 @ 20%

Balance @ 15%

3. R500 000.00 Plus

First R300 000.00 @ 20%

Second R200 000.00 @ 15%

Balance @ 13%

**NOTE:** Mark-up may not be added to the proprietary items for which the Contractor is the Manufacturer, or Agent, and which he/she retails. Such items should not be supplied at more than normal retail price, which is taken to include the Contractor mark-up.



## 7.2 Mark-Up On Hired Transport

No mark-up is allowed for transport.

## 7.3 Mark-Up On Sub-Contract Services

- a) Work performed for the Contractor by a third party (sub-Contractor) on-site shall be invoiced at nett cost, prior to the addition of VAT, plus a maximum of 15%.
- b) Work performed for the Contractor by a third party (sub-Contractor) at the sub-Contractor's premises shall be invoiced at nett cost, before the addition of VAT, plus a maximum of 20%.

## 8 SCHEDULE OF RATES AND TARIFFS: LABOUR AND SUBSISTANCE

- Refer to Annexure A

### 8.1 SERVICE PROVIDER'S QUALIFICATIONS

- a) To qualify for the rates listed as per schedule of rates: labour and substance, the Contractors staff shall comply with the following:

#### 8.1.1 Skilled: Artisan/Technician

- a) Shall mean an employee who has completed a contract apprenticeship under Manpower Training Act 1981 (Act 56 of 1981) as amended or a contract of apprenticeship recognized by the INDUSTRIAL COUNCIL, or an employee who has passed a recognized trade test, or a NQF LEVEL 4 qualification with 480 credits completed, or any person whose qualification will enable him/her to register with the Engineering Council of South Africa, in any category.
- b) In respect of foreign qualifications, the service provider must obtain at his/her own cost verification from the South African Qualifications Authority that the foreign qualification is equal to the above-mentioned paragraph. Certified copies of such verification must be submitted with the Bid.

#### 8.1.2 Coded Welder

- a) Shall mean an employee welder who is in possession of a valid Competence Welder's Performance Certificate as defined in the Code of Practice for Welding (SANS 10044-1 and 2:2004).

#### 8.1.3 Apprentices

- a) Shall mean an employee serving under a contract of apprenticeship registered under Manpower Training Act 1981 (Act 56 of 1981) as amended.

#### 8.1.4 Semi-Skilled

- a) Shall mean an employee having a minimum of three (3) years' experience in performing work as specified in the scope and shall perform such work on a regular basis, or a person who has a valid SAQCC registration in an applicable category.

### 8.1.5 Unskilled

- a) Shall mean an employee performing manual labour or as an assistant to skilled, semi-skilled or apprenticed workers.

## 8.2 PROOF OF QUALIFICATIONS

- a) ALL copies of qualifications are to be certified by a Commissioner of Oaths.
- b) The Bidder shall provide proof by means of Certified Copies of Artisan(s)/Technician(s)/Coded Welder(s)/Apprentice(s)/Learners qualifications and indentureship papers. Failure to provide the required proof will result in either: such employees being listed as semi-skilled in which case the semi-skilled rate will apply accordingly or; the Bid may be disregarded.
- c) Testimonials of experience, certified by a Commissioner of Oaths are required in respect of semi-skilled workers, who shall have a minimum of 3 years related experience in respect of the service applied for. Failure to supply the required testimonial/s will result in such employees being listed as unskilled, in which case, the unskilled rate will apply accordingly.
- d) Should the appropriate proof of qualification not be submitted with the tender submission, the corresponding items tendered for will not be approved for the Tenderer.
- e) Successful Service Providers shall during the period of validity of this Contract supply to the Employer proof of qualifications and/or experience in respect of any additional/replacement employees or changed qualifications of employees.

## 8.3 SAQCC Registrations

- a) Certified proof of registration of permanent members of staff are required to qualify for the following categories of works:
- b) Air Conditioning and Refrigeration - Category B (Greater than 18 kW cooling capacity)
- c) Certified proof of active registration with SAQCC Gas and the South African Refrigeration and Air Conditioning Contractors Association (SARACCA) under the Category B: Air Conditioning & Refrigeration Practitioner.

## 9 SERVICE SCHEDULES: HVAC EQUIPMENT

### 9.1 LADYSMITH MORTUARY EQUIPMENT SCHEDULES

- See Annexure C

<b>Deliverable</b>	<b>Returnable</b>	<b>Points</b>
Competency of tenderer on similar projects	Proof of 2 previous experiences in the service of HVAC/Refrigeration rendered in a form of submission of purchase order/ award letter and completion certificate.	<b>30 points</b>
Tenderer's Project Management Structure, Organogram and experience of technical resources proposed for this project (Compulsory, failure to score 100% points is an automatically disqualification)	Proof of qualification as a trade tested artisan in refrigeration who is registered with SAQCC. – 20 points  Organogram of resources.- 10 points	<b>30 points</b>
Submission of the tenderer's Safety Policy or equivalent, demonstrating: Safe working procedures/ processes. <ul style="list-style-type: none"> <li>• Controls and guidelines that will give confidence to the Department that safety will be prioritised</li> <li>• Risk assessments,</li> <li>• Tools and site inspections will be conducted,</li> <li>• First Aid kit will be provided.</li> <li>• Safety Officer will be made available (or at least a foreman will act as a Safety custodian).</li> <li>• Incidents will be reported and investigated as per OHS Act and Regulations.</li> </ul>	Submission of the tenderer's Safety Policy or equivalent, demonstrating full coverage of all 7 (or more) safety aspects as per the list on the deliverables.	<b>10 points</b>
<b>Financial Capacity:</b>  Submit proof of financial capabilities of the applicant to effectively and efficiently execute the contract: agreement with financial institution or proof of bank overdraft or letter from bank or bank statement showing availability of funds	Turnover amounts are scored as follows:  -20% or more of Quoted price : 30 Points  -less than 20% of Quoted price: 10 Points	<b>30 Points</b>

The minimum point's threshold to score to be considered for the next stage is 70 points.

**11 ANNEXURE A: SCHEDULE OF RATES AND TARIFFS: LABOUR AND SUBSISTANCE**

<b>DESCRIPTION</b>			
<b>Labour:</b>			
Supply the services of a reputable, competent and accredited HVAC and Refrigeration Contractor for carrying out HVAC&R maintenance, troubleshooting and repair works including all Health and Safety compliance. Supply the services of skilled, semi-skilled and skilled personnel.			
	<b>Labour Rates Excluding VAT</b>	<b>Rates</b>	
<b>ITEM</b>	<b>SKILL REQUIRED</b>	<b>QUANTITY</b>	<b>NORMAL RATE/HR</b>
1.	Traded tested artisan (Air Conditioning & Refrigeration Practitioner) rate per hour	1	
2.	Semi-skilled labour rate per hour	1	
3.	Unskilled labour rate per hour	1	
Subtotal for labour per hour (in Rands)		3 (Artisan, Semi-skilled, Unskilled)	

**12 ANNEXURE B: PRICE SUMMARY PAGE**

Preventative maintenance		Frequency in the 3 year period	Price Per Service/Rate	Total Cost (excl. VAT)
1.	Submit a detailed <b>Condition Assessment</b> report on the HVAC system at Ladysmith MLM (including the chiller at Ladysmith MLM) with recommendations to get the HVAC system in a reliable, healthy and maintainable state.	1		
2.	Perform Split Air Conditioning Units: <b>Six (6) Monthly Minor Service</b> at Ladysmith MLM (including labour, consumables, spares, material, tools, transport cost)	6		
3.	Perform Split Air Conditioning Units: <b>Annual Major Service</b> at MLM (including labour, consumables, spares, material, tools, transport cost)	3		
4.	Perform Cold room air conditioning Units: <b>Six (6) Monthly Minor Service</b> at Ladysmith MLM (including labour, consumables, spares, material, tools and transport)	6		
5.	Perform Cold room air conditioning Units: <b>Annual Major Service</b> at Ladysmith MLM (including labour, consumables, spares, material, tools and transport)	3		
6.	Perform freezer room air conditioning Units: <b>Six (6) Monthly Minor Service</b> at Ladysmith MLM (including labour, consumables, spares, material, tools and transport)	6		
7.	Perform freezer room air conditioning Units: <b>Annual Major Service</b> at Ladysmith MLM (including labour, consumables, spares, material, tools and transport)	3		
8.	Note that R 250 000,00 (incl. VAT) is allocated for this contract as a provisional sum for procurement of materials, when required.	1	R 250 000,00	R 250 000,00
9.	<b>Total Cost Excl. VAT</b>			
10.	<b>Total Cost Incl. VAT if VAT Vendor</b>			
	<b>Total Cost Incl. VAT (@15%) – if VAT Vendor</b>			

**Note:** All inspections are inclusive of all electrical and control and instrumentation systems associated with the relevant systems.

13 ANNEXURE C: EQUIPMENT SCHEDULE

13.1 HVAC Refrigeration Equipment List

Equipment	Quantity	Make	Capacity	Remarks
Cold Room	2	Friga Systems	TBC	2 x blower evaporator fan (1 fan on each evaporator unit) and condenser. Capacity units to be confirmed  2 x blower evaporator fan (1 fan on each evaporator unit) and condenser. Capacity units to be confirmed
Freezer room plants	3	LYJ Series Integrated Machi for Cold Storage	1560 W	Integrated machine for body storage, 3 tier cabinets
Freezer Room and Cold Room Electrical and Controls	TBC	TBC	TBC	THE FREEZER ARE ON A 1 YEAR CONTRACT

Equipment	Make	Size	Quant	Remarks
Console A/C Unit	YORK	15000 Btu/h	6	The a/c units are installed Admin Offices at the Facility
Window/Wall A/C Units	LG	11500 Btu/h	4	The a/c units are installed Resource Centre Park Home

**14 ANNEXURE D: CHECKLISTS**

**14.1 Split Unit Checklist**

Description	Yes or No or N/A	Reading	Comments
<b>Monthly Checks</b>			
Remove, check and clean evaporator filters and blades.			
Check that the evaporator fins are clear of dirt and clean fins if necessary.			
Check cooling operation of the unit.			
Check heating operation of the unit.			
Check fan speed operation			
Check operation of resistance heater and overheat stats.			
Inspect evaporator fan motor and blades.			
Inspect condenser fan motor and blades.			
Check operation of expansion valve.			
Check for condensate drain system and ensure it is free of blockages.			
Test condensate pump and remove any foreign particles.			
Record supply and return air temperatures (on coil / off coil)			

Check operation of thermostat (controller). Check correct operation of LCD screen or remote.			
Check time clock is correctly set on a controller and that start and stop time is correctly set			
Check and record suction and discharge pressures of refrigerants (LP/HP)			
Remove condenser fan guard and check alignment and correct if necessary to get free rotation			
Check that all bolts and screws are properly secured on fans and compressors.			
Inspect HP and LP switches and replace if necessary and check operation of the switches.			
Check all electrical devices and connections and correct if necessary			
Inspect PC Board (circuit board)			
Examine condenser coil and clean fins if necessary			
Inspect refrigerant piping insulation			
Record any leakage of refrigerant or recovered refrigerant			
Clean equipment thoroughly inside and outside.			
Check the unit for noise and vibration.			
<b>Annual Checks</b>			
All of above checks			



Remove unit to workshop for service where applicable				
Clean Condenser coil with non-corrosive chemicals				
Clean Evaporator coil with non-corrosive chemicals				
Check refrigerant charge				
De-rust and paint where applicable				
<b>NOTES</b>				

14.2 Cold Room and Freezer Room

Description	Yes or No or N/A	Reading	Comments
<b>Monthly Checks</b>			
Check and clean condensate drain pipe.			
Check and clean drip tray.			
Check and clean or wash filters.			
Check supply fan pulley for wear.			
Check supply fan mountings.			
Check supply fan belts for wear and tear and tension			
Check supply fan and motor bearings			
Record supply air temperature and set point.			
Record on coil and off coil temperatures			
Record delta T driers			
Record HP pressure and adjust if necessary			
Record LP pressure and adjust if necessary			
Record oil pressure and adjust if necessary			
Record oil Level and adjust if necessary			

Record compressor AMPS				
Check operation of remote local stop start				
Check operation of 7 Day Timer.				
Leak test Refrigerant circuit where necessary				
Check sight glass for moisture (dry or wet) and to confirm adequacy of refrigerant charge.				
Clean equipment outside and inside where possible				
Check units (condenser and evaporator) for noise and vibration.				
<b>Annual Checks</b>				
Record HP Cut Out.				
Record LP Cut Out.				
Check Oil Safety Switch Cut Out.				
Check HP, LP, Oil Gauge Calibration.				
Record super heat				
Change oil				
Replace driers				
<b>NOTES</b>				