



REQUEST FOR QUOTATION

The South African Qualifications Authority (SAQA) invites all interested parties to submit bids for the requirements stipulated below:

DOCUMENT NUMBER:	RFQ2023/24-053
RFQ ISSUE DATE:	08 November 2023
RFQ CLOSING DATE:	15 November 2023 @ 11H00
RFQ VALIDITY PERIOD	90 Days (from RFQ closing date)
DESCRIPTION:	Maintenance and Repair of elevators at the South African Qualifications Authority (SAQA) building for One (1) year
PERIOD	12 Months
BRIEFING SESSION	No compulsory briefing session however bidders may call in for technical clarity and are welcome to arrange a site visit with Mr. B. Dramat on 083 628 5113 or e-mail bdramat@saqa.co.za
RESPONSES TO THIS RFQ SHOULD BE FORWARDED TO:	Email Address: rfq@saqa.co.za
Inquiry	Email Address: rfq@saqa.co.za

1. INTRODUCTION

1.1 The South African Qualifications Authority (SAQA) is a public entity listed in Schedule 3(a) of the Public Finance Management Act (PFMA) which aims to oversee the implementation of the National Qualifications Framework (NQF) and ensure the achievement of its objectives.

2. PURPOSE

The purpose of this Request for Quotations (RFQ) is to appoint a suitably qualified service provider to provide maintenance and repair services for two elevators to SAQA for 12 Months.

3. OBJECTIVES

The primary objectives of this project are:

- To minimize elevator failure through proactive inspections, preventative maintenance, and timely repairs; and
- To secure 24/7 availability of technical services for both elevators.
- To perform planned and unplanned maintenance on two elevators.

4. PROPERTY DESCRIPTION

The SAQA HOUSE is situated on No. 1067 Arcadia Street in Hatfield, Pretoria. It is a multistory building consisting of seven floors plus a basement and structured parking. The Gross Building Area is 5 886m². Each floor consists of ablution facilities and kitchenettes. Two exposed elevators operate from the basement to floor six.

5. SCOPE OF WORK AND SPECIFICATIONS

The scope of services is as per **Annexure A** attached to the document.

6. MINIMUM SERVICE LEVEL AND APPLICABLE PENALTIES

Minimum Service Level	Target	Penalties
Mean-Time to respond to emergencies	Within 2 hours from time of the call	15% of the labour and call-out fee per invoice per incident
Mean-time to respond to standard calls	Within 4 hours from the time of the call	15% of the labour and call-out fee per invoice per incident

6.1 PENALTY MAXIMUM LIMIT AND SERVICE LEVEL DISPUTES

- 6.1.1 The maximum penalties for poor performance and other non-compliance to contract will be limited to 20% of the contract fees.
- 6.1.2 Furthermore, should a penalty be imposed three times (3) during the contract period, the SAQA reserves the right to immediately enter into a service dispute, that may result in the termination of the contract.
- 6.1.3 Notwithstanding those above, and without prejudice to any other rights that SAQA has, SAQA reserves the right to enter into service disputes at any point in time with the view of contract cancellation. During a service dispute, the service provider shall continue to render services in terms of service levels.
- 6.1.4 The enforcement of a penalty does not exempt the bidder from resolving a problem nor stops the repetitive levying of the penalty at the stipulated percentage value of a particular service level. The penalty shall be enforced for subsequent periods of non-performance until resolved. Only penalties will apply, and no service credits will accrue.

7. SAQA'S RESPONSIBILITIES

- 7.1 Without limiting the generality of the provisions of the service as mentioned earlier, SAQA shall have the following responsibilities, including but not limited to:
 - 7.1.1 SAQA shall ensure that the Service Provider has access to the locations as is reasonably required to effect the services;
 - 7.1.2 SAQA shall ensure that Services Provider receives the necessary support and cooperation from the SAQA's employees and third-party Service Provider as is reasonably required to effect the services;

- 7.1.3 Paying the service provider as agreed, is subject to receiving a valid tax invoice for the services rendered.

8. CONTRACTOR'S RESPONSIBILITIES

The Contractor must:

- 8.1. Provide Public Liability Insurance which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of R 500 000 in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause.
- 8.2. Ensure that any person working on the elevators or related infrastructure must be a qualified lift technician. It is illegal for an unqualified person to work on an elevator or related infra-structure. Lift technician assistant/s must work under the supervision of a qualified lift technician.
- 8.3. Provide a maintenance logbook and register details of all work done on such a register.
- 8.4. Staff removed for any reason whatsoever shall be immediately replaced. Replacement staff shall have the competence and abilities equal to or better than that of the person they replace.
- 8.5. Ensure the safety of SAQA's employees and stakeholders and should not proceed with work that will disrupt operations unless authorised to do so by a duly assigned SAQA representative.
- 8.6. The service provider must execute all maintenance work according to industry quality norms and standards prevailing from time to time. Emphasis must be on improving system reliability and on ensuring that scheduled maintenance work is indeed completed to recommended standards and workmanship.

9. EVALUATION CRITERIA

9.1 The bid will be evaluated on two (2) stages:

9.1.1 **Stage 1: Screening of mandatory documents/requirements;**

Stage 2: Price and Preference Points

9.2 Stage 1: Mandatory Requirements

Bidders must meet the following requirements to proceed to **stage 2:**

Regulatory Authority	Minimum Requirements
Construction Industry Development Board	It is estimated that tenderers must have a CIDB contractor grading designation of 1 SI or higher
X3 Elevator maintenance and repair work experience	The service provider must attach Certificate/s of Completion or relevant reference letters on the company letterhead signed by the representative of that company.
A reputable and recognised insurance company	Provide Public Liability Insurance which will provide indemnity against the insured parties legal liability in the event of accidental death of or injury to third party persons and/or accidental loss of or damage to third party property arising directly from the execution of the contract with a limit of indemnity of R 5000 000 in respect of all claims arising from any one occurrence or series of occurrences consequent on or attributable to one source or original cause.

9.3. Stage 2: Price and Preference Points

9.3 .1 Bidders will be evaluated in terms of the 80/20 system prescribed by SAQA in line with PPR 2022 as follows:

- i. 80 Points for pricing
- ii. 15 preference points for the company that has at least 51% black ownership
- iii. 5 reference Points for the company that has at least 30% black woman ownership.

NB: Bidders must submit the certified B-BBEE Certificates copies/Sworn Affidavits indicating ownership percentage to claim the preference points.

ANNEXURE A

1. SCOPE OF SERVICES REQUIRED

Operation and Maintenance Services are required for the elevators installed in the SAQA House, 1067 Arcadia Street. The elevator is a six-stop, 13 passengers, Machine-Room – Less (MRL) elevator with inline entrances that must be maintained to ensure a safe service environment. The installations are described as **PE5393** and **PE5394**. The service provider will be expected to:

- 1.1. Provide adequately trained personnel in compliance with the Occupational Health and Safety Act, 1993 – Lift Escalator and Passenger Conveyor Regulations, 2009; and ensure that no person other than authorized technical staff are permitted to enter the shaft area/control room.
- 1.2. Service the elevator every month (twelve times a year).
- 1.3. Provide an on-site record of all maintenance activities carried out on the equipment. This record must be kept permanently in the elevator's machine room.
- 1.4. Provide SAQA with an annual report detailing call-outs, repairs, and inspection on the equipment and recommendations to improve the efficiency of operation and to maintain the investment according to the manufacturer's requirements. Only parts that are certified by the original equipment manufacturer (OEM), in all respects, must be used, unless not immediately available and agreed with SAQA in writing.
- 1.5. Replace all parts timeously, thereby limiting the incidence of breakdowns, unplanned maintenance or repair, and consequently maintain maximum building infrastructure operation.
- 1.6. Replace small part as required during the maintenance program, to check and to utilize approved parts and replace damaged parts with new or improved parts. The successful bidder will need to provide parts and labour costs, where necessary, to replace or repair the following at no additional cost to the client:
 - Moving parts or parts subjected to normal wear and tear, of switches mounted on the controller, brake, and governor;
 - The internal contacts of car-mounted stopping switches, car operating

panel, car door interlock, shaft mounted operational switches, pushbuttons and landing door interlocks;

- Lubricants and cleaning materials.

- 1.7. Regularly inspect the main governor and compensating rope.
- 1.8. Provide within a two (2) month period, after being awarded the contract, a customer communication logbook situated at a mutually agreed location for effective two-way communication, between SAQA staff and the Service Provider's staff. This logbook must accurately record each task individually.
- 1.9. The Service Provider will give SAQA a guarantee or warranty of three months on all work done together with the OEM warranty of all parts provided, which will be filed in the appropriate Supply Chain Management register.
- 1.10. Provide monthly computer-generated reports detailing the history of the call-outs, repairs, and breakdown repairs.
- 1.11. Not to assume ownership or control of the building infrastructure, all of which must exclusively remain the property of SAQA.
- 1.12. Inform SAQA in writing of any repair, replacement, or modification required to the existing infrastructure deemed necessary. No repair, replacement, or modification work must be undertaken without the express consent of SAQA's duly appointed representative.
- 1.13. Response service – 24-hour availability of technically trained personnel to respond in case of an emergency.
- 1.14. Provide a maintenance chart to the abovementioned.
- 1.15. Provide a call-out service to attend to any stoppages or malfunction of the equipment during normal working hours with a maximum response time of 2 hours.
- 1.16. Provide a call-out service to respond to any stoppages or malfunction of the equipment after hours at no charge to the client. The call-out service must consist of an emergency minor adjustment to restore an inoperative or faulty unit to safe and satisfactory service. The maintenance supervisor's support should be available for call-outs after normal working hours. The maximum response time will be 2 hours.

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- 1.17. The successful bidder will be expected to do repairs and or replacements of car enclosure including car finishes; doors; light fittings; diffusers; flooring and floor covering; handrails; mirrors; glass sides or glass doors; telephones and intercoms in the car; landing doors; frames and sills; buried plungers etc.
- 1.18. The basis on which the contractor shall be required to purchase materials for repairs is as follows:
 - The actual cost plus a mark-up (see price schedule).
 - The cost shall be that in force at the time of purchase consequently, no further adjustment will be made. N.B the supplier invoice is expected from the successful bidder.
- 1.19. Costs must be included in invoices once work is completed.
- 1.20. Parts and labour must be guaranteed for a period of at least six months.

9.4 PRICE SCHEDULE ANNEXURE B

TOTAL COST (PRICING SCHEDULES) SBD 3.1

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED.

Name of bidder		Bid number		Closing Date and Time	
		RFQ2023/24-053		10 November 2023	

1	Description	Unit	Qty	Rate	Annual Cost
1.1	Maintenance fee	Per Month	1		
1.2	Annexure B Inspection	Annual	1		

Subtotal excl. VAT (a)

R

2	Description	Unit	Qty for evaluation purposes only	Rate	Annual Cost
2.1	Routine call-out	Unit	Qty for evaluation purposes only	Rate	Annual Cost
	Office hours Call-out	Per call-out	3		
	Labour	Per hour	1		
	Afterhours Call-out	Per call-out	3		
	Labour	Per hour	1		

Subtotal excl. VAT (b)

R

2.2	Emergency Call-out	Unit	Qty for evaluation purposes only Qty	Rate	Annual Cost
	Office hours Call-out	Per call-out	3		
	Labour	Per hour	1		
	Office hours Call-out	Per call-out	3		
	Labour	Per hour	1		

Subtotal excl. VAT (c)

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3	Description	Amt	Mark-up (%)for evaluation purpose only	Annual Cost
3.1	Amount under R2000-00	-R 2000		
3.2	Amount over R2000-00	+R2000		
Subtotal (d) excl. VAT				
Total for year 1 Excluding VAT				
VAT @			15%	R
GRANT TOTAL				R

RFQ Special Conditions

1. Bidders must state their National Treasury (CSD) Central Supplier Database's Supplier Number or Unique number and Tax Pin in their bids to enable SAQA to confirm suppliers' tax status.
2. Bidders are required to submit an original or certified copy of the B-BBEE certificate or Sworn Affidavit as per the B-BBEE Act. The SANAS Logo should be visible on the B-BBEE Certificate.
3. Bidders must complete, sign, and submit SBD 4 and SBD 6.1 forms.
4. The proposal and required documents must be submitted using the PDF format only, through email to rfq@saqa.co.za.

5. PROTECTION OF PERSONAL INFORMATION

- 6.1 In this clause, the words "personal information", "processing" and "responsible party" have the meanings ascribed to them in the Protection of Personal Information Act, 2013 (Act No.4 of 2013).
- 6.2 SAQA will comply with the Protection of Personal Information Act, 2013 (Act No.4 of 2013, (POPIA) by lawfully processing personal information submitted by bidders in accordance with the conditions of lawful processing as set out in POPIA.
- 6.3 All bidders must comply with their obligations as set out in POPIA for which they are a Responsible Party before sharing any information with SAQA.
- 6.4 SAQA will not be held liable for any non-compliance with the provisions of POPIA or unlawful processing or sharing of information by a bidder.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

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

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

YES/NO

- 2.3.1 If so, furnish particulars:
-
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3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

² 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.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
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$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \text{ or } Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80(1 + \frac{Pt - P_{max}}{P_{max}}) \text{ or } Ps = 90(1 + \frac{Pt - P_{max}}{P_{max}})$$

Where

Ps = Points scored for price of tender under consideration

P_t = Price of tender under consideration P_{max} = Price of highest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
 - 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
At least 51% black ownership		15		
30% black woman ownership.		5		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company

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State Owned Company
[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering 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 tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS: