



DEPARTMENT OF  
**PUBLIC WORKS, ROADS  
AND INFRASTRUCTURE**

**PUBLIC WORKS, ROADS AND INFRASTRUCTURE**

Tender No LDPWRI-B/20441

**PROCUREMENT OF CONTRACTORS FOR THE SERVICE PROVIDER TO ATTEND TO FAULT CALL,  
REPAIR, MAINTENANCE, MODIFY, SUPPLY, INSTALLATION, TEST AND COMMISSION THE  
INSTALLED LIFTS, ESCALATORS PASSENGER'S CONVEYORS AND ACCESSIBLE LIFTS  
(CHAIRLIFTS AND PLATFORMS) FOR A PERIOD OF 36 MONTHS.**

**CIDB grading of 4 SI OR HIGHER**

**PROCUREMENT DOCUMENT**

**JANUARY 2025**

**Issued by:**

**THE HEAD OF DEPARTMENT  
DEPARTMENT OF PUBLIC WORKS, ROADS AND  
INFRASTRUCTURE  
PRIVATE BAG X9490  
POLOKWANE  
0700**

**Name of tenderer: .....**  
.....

**CIDB CRS numbers: ...../.....**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS ROADS AND INFRASTRUCTURE</b>					
BID NUMBER:	<b>LDPWRI-B/20441</b>	CLOSING DATE:	<b>As per Advert</b>	CLOSING TIME:	<b>11H00</b>
DESCRIPTION	PROCUREMENT OF CONTRACTORS FOR THE SERVICE PROVIDER TO ATTEND TO FAULT CALL, REPAIR, MAINTENANCE, MODIFY, SUPPLY, INSTALLATION, TEST AND COMMISSION THE INSTALLED LIFTS, ESCALATORS PASSENGER'S CONVEYORS AND ACCESSIBLE LIFTS (CHAIRLIFTS AND PLATFORMS) FOR A PERIOD OF 36 MONTHS.				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>CORNER BLAAUWBERG &amp; RIVER STREET</b>					
<b>LADANNA</b>					
<b>0699</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>MOTSOPYE NJ</b>		CONTACT PERSON	<b>MODIPA R</b>	
TELEPHONE NUMBER	<b>015 284 7126</b>		TELEPHONE NUMBER	<b>015 284 7424</b>	
E-MAIL ADDRESS	<b>MotsopyeNJ@dpw.limpopo.gov.za</b>		E-MAIL ADDRESS	<b>ModipaR@dpw.limpopo.gov.za</b>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	

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

**TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

**PRICING SCHEDULE – NON-FIRM PRICES  
(PURCHASES)**

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid number.....
Closing Time 11:00 .....	Closing date.....

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

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ITEM NO. INCLUDED)	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES
		<b>LDPWRI-B/20441</b>	<b>R.....</b>

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- Required by: .....
- At: .....
- Brand and model:.....
- Country of origin: .....
- Does the offer comply with the specification(s)? \*YES/NO
- If not to specification, indicate deviation(s): .....
- Period required for delivery: .....
- Delivery: \*Firm/not firm

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

**PRICE ADJUSTMENTS**

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....  
 Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 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

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



institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

**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**

**1. 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).

**1.2 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:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 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.

**2. 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).

**3. 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:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left( \mathbf{1} - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

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:

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

4. **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.

**CONFIDENTIAL DOCUMENT**

**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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons who had no franchise in national elections prior to 1984 and 1994(Attach certified copy of South African ID as proof)	6	
Women(Attach Director's certified copy of South African ID as proof + company registration documents)	3	
Disabled Persons(Attach letter from Health Professional as proof)	2	
Promotion of SMMEs(Attach financial statement as proof)	2	
Enterprise located in Limpopo Province and or District (Attach proof of address/Lease agreement)	4	
Promotion of youth(Attach Director's certified copy of South African ID as proof)	1	
South African owned enterprises (Attach Director's certified copy of South African ID as proof + company registration documents)	2	

**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
- State Owned Company

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,

CONFIDENTIAL DOCUMENT

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.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

## THE NATIONAL TREASURY

Republic of South Africa



### GOVERNMENT PROCUREMENT

### GENERAL CONDITIONS OF CONTRACT

#### NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

. The General Conditions of Contract will form part of all bid documents and may not be amended.  
 . Special Conditions Contract (SCC) relevant to a specific bid, should be compiled separately for bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

## TABLE OF CLAUSES

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### General Conditions of Contract

#### 1. Definitions

The following terms shall be interpreted as indicated:



	<p>1.1 <b>"Closing time"</b> means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 <b>"Contract"</b> means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 <b>"Contract price"</b> means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 <b>"Corrupt practice"</b> means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 <b>"Countervailing duties"</b> are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.</p> <p>1.6 <b>"Country of origin"</b> means the place where the goods were mined, grown or produced, or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 <b>"Day"</b> means calendar day.</p> <p>1.8 <b>"Delivery"</b> means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 <b>"Delivery ex stock"</b> means immediate delivery directly from stock actually on hand.</p> <p>1.10 <b>"Delivery into consignees store or to his site"</b> means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p>
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	<p>1.11        <b>"Dumping"</b> occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12        <b>"Force majeure"</b> means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13        <b>"Fraudulent practice"</b> means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid process at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14        <b>"GCC"</b> means the General Conditions of Contract</p> <p>1.15        <b>"Goods"</b> means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16        <b>"Imported content"</b> means the portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub-contractors) and which costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17        <b>"Local content"</b> means that portion of the bidding price which is not included in the imported content provided that local manufacture does not take place.</p> <p>1.18        <b>"Manufacture"</b> means the production of products in a factory using labour, materials, components and</p>
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	<p>machinery and includes other related value-adding activities.</p> <p>1.19 <b>“Order”</b> means an official written purchase order issued for the supply of goods or works or the rendering of a services.</p> <p>1.20 <b>“Project site”</b> where applicable, means the place indicated in bidding documents.</p> <p>1.21 <b>“Purchaser”</b> means the organisation purchasing the goods.</p> <p>1.22 <b>“Republic”</b> means the Republic of South Africa.</p> <p>1.23 <b>“SCC”</b> means Special Conditions of Contract.</p> <p>1.24 <b>“Services”</b> means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 <b>“Written”</b> or <b>“in writing”</b> means handwritten in ink or any other form of electronic or mechanical writing.</p> <p>1.26 IATA means International Air Transport Association</p> <p>1.27 ASATA means Association of Southern African Travel Agents</p>
<p><b>2. Application</b></p>	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of the contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>

<p><b>3. General</b></p>	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee or documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
<p><b>4. Standards</b></p>	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<p><b>5. Use of contract documents and information; inspection.</b></p>	<p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in the GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>

<p><b>6. Patent rights</b></p>	<p>6.1 The supplier shall indemnify 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.</p>
<p><b>7. Performance security.</b></p>	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad acceptable to the purchaser, in the form provided in the bidding documents or another form of acceptable to the purchaser, or</p> <p>(b) a cashier's certified cheque</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
<p><b>8. Inspections, tests and analyses</b></p>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a</p>

	<p>representative of the Department or an organisation acting on behalf of the Department.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the costs of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirement of the contract. Failing such removal, the rejected supplies shall be returned at the supplier's cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p>
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	<p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
<p><b>9. Packing</b></p>	<p>9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
<p><b>10. Delivery and documents</b></p>	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
<p><b>11. Insurance</b></p>	<p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
<p><b>12. Transportation</b></p>	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>

<p><b>13. Incidental services</b></p>	<p>10.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</li> <li>(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</li> </ul> <p>13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
<p><b>14 Spare parts</b></p>	<p>14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> <li>(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</li> <li>(b) in the event of termination of production of the spare parts:</li> </ul>



	<ul style="list-style-type: none"> <li>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul>
<p><b>15 Warranty</b></p>	<p>15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the</p>

	<p>purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
<b>16 Payment</b>	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
<b>17 Prices</b>	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>
<b>18 Contract amendments</b>	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>
<b>19 Assignment</b>	<p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
<b>20 Subcontracts</b>	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
<b>21 Delays in the supplier's performance</b>	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p>

	<p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense</p>
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	<p>and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
<b>22 Penalties</b>	<p>22.1 Subject to GCC Clause 25, 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. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
<b>23 Termination for default</b>	<p>23.1 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:</p> <ul style="list-style-type: none"> <li>a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</li> <li>b) if the Supplier fails to perform any other obligation(s) under the contract; or</li> <li>c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</li> </ul> <p>23.2 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. However, the supplier shall continue performance of the contract to the extent not terminated.</p>

	<p>23.3 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.</p> <p>23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <ul style="list-style-type: none"><li>a) the name and address of the supplier and / or person restricted by the purchaser.</li><li>b) the date of commencement of the restriction</li><li>c) the period of restriction; and</li><li>d) the reasons for the restriction.</li></ul>
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	<p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
<p><b>24 Anti-dumping and countervailing duties and rights</b></p>	<p>24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>

<p><b>25 Force Majeure</b></p>	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
<p><b>26 Termination for Insolvency</b></p>	<p>26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
<p><b>27 Settlement of Disputes</b></p>	<p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p>

	<p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) The purchaser shall pay the supplier any monies due the supplier.</p>
<p><b>28. Limitation of liability</b></p>	<p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>a. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>b. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
<p><b>29. Governing language</b></p>	<p>29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
<p><b>30. Applicable law</b></p>	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>



<p><b>31. Notices</b></p>	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
<p><b>32 Taxes and duties</b></p>	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
<p><b>33 National Industrial Participation (NIP) Programme</b></p>	<p>33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.</p>
<p><b>34 Prohibition of Restrictive practices</b></p>	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p>

	<p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>
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**DECLARATION OF ACCEPTANCE OF GENERAL CONDITIONS OF CONTRACT (GCC)**

<p>The bidder declares to accept all the Conditions as outlined in the GCC as specified above by indication with an "X" in the "ACCEPT ALL" column.</p>	<b>ACCEPT ALL</b>	<b>DO NOT ACCEPT ALL</b>
<p><b>NOTE: FAILURE TO ACCPET ALL THE GENERAL CONDITIONS OF CONTRACT AS SPECIFIED IN THE ABOVE WILL RESULT IN DISQUALIFICATION OF YOUR BID.</b></p>		
<p>Signature..... Names (in print) .....</p>		
<p>Date .....</p>		

**LDPWRI-B/20441      TERMS OF REFERENCE**

**SPECIFICATION TO ATTEND TO FAULT CALL, INSPECTION, SERVICE, REPAIR, MAINTANANCE, MODIFY, SUPPLY, INSTALLATION, TEST AND COMMISSION THE INSTALLED LIFTS, ESCALATORS, PASSENGER CONVEYERS, AND ACCESSIBLE LIFTS(CHAIRLIFTS AND PLATFORMS)**

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**SPECIFICATION TO ATTEND TO FAULT CALL, INSPECTION, SERVICE, REPAIR, MAINTANANCE, MODIFY, SUPPLY, INSTALLATION, TEST AND COMMISSION THE INSTALLED LIFTS, ESCALATORS, PASSENGER CONVEYERS, AND ACCESSIBLE LIFTS(CHAIRLIFTS AND PLATFORMS)**

**SECTION 1 – GENERAL**

**1. Intent of Specification**

This specification is intended to cover the regulations and standards to be followed when specifying lifts and escalators. Excluded are the details of design and construction which are recognised as being the exclusive responsibility of the contractor. It is hereby acknowledged that neither the Principal Agent nor the Consulting Engineer invented or developed any part of the system, but have only made selections of materials and finishes, as well as specified performance and installation criteria as may be applicable.

For the purposes of this document the following applies:

- Lift/Escalator Contractor shall be referred to as the Lift Contractor or simply Contractor;
- The masculine includes the feminine;
- The singular includes the plural.

**2. Standards and Codes**

All standards referenced shall be the latest editions.

2.1. All lifts shall be in accordance with **SANS 1545** under the general title *Safety Rules for the construction and installation of lifts* as follows:

- 1545-1 Part 1: Electric lifts
- 1545-2 Part 2: Hydraulic lifts
- 1545-3 Part 3: Lifts for persons with disabilities (stair lifting platforms)
- 1545-4 Part 4: Lifts for persons with disabilities (vertical lifting platforms)
- 1545-5 Part 5: Electric and hydraulic access, goods only lifts
- 1545-6 Part 6: Rack-and-pinion lifts
- 1545-7 Part 7: Electric and hydraulic service lifts (dumb waiters)
- 1545-9 Part 9: Lift landing doors – Fire resistance testing

and with **SANS 50081** which incorporates the European standards (**EN**) under the general title *Safety Rules for the construction and installation of lifts* as follows:

- 50081-1 Part 1: Electric lifts
- 50081-2 Part 2: Hydraulic lifts
- 50081-3 Part 3: Electric and hydraulic service lifts
- 50081-20 Lifts for the transport of persons and goods – Part 20: Passenger and goods passenger lifts
- 50081-21 Lifts for the transport of persons and goods – Part 21: New passenger and goods passenger lifts in existing building
- 50081-22 Lifts for the transport of persons and goods – Part 22: Electric lifts with inclined path
- 50081-31 Special lifts for the transport of persons and goods – Part 31: accessible goods only lifts

- 50081-41 Special lifts for the transport of persons and goods – Part 41: Vertical lifting platforms intended for use by persons with impaired mobility
- 50081-50 Examinations and tests – Part 50: Design rules, calculations, examinations and tests of lift components
- 50081-70 Particular applications for passenger and goods lifts – Part 70: Accessibility to lifts for persons including persons with disability
- 50081-72 Particular applications for passenger and goods lifts – Part 72: Firefighters lifts
- 50081-80 Existing lifts – Part 80: Rules for the improvement of safety of existing passenger and goods lifts

Escalators shall be in accordance with the following:

- SANS 21-1 Safety of escalators and moving walks Part 1: Construction and installation
- SANS 21-2 Safety of escalators and moving walks Part 2: Rules for the improvement of safety of existing escalators and moving walks • SANS 1543 Escalators and passenger conveyors

2.2. All lifts/escalators to comply in accordance to **SANS 61508** for the functional safety of electrical/programmable electronic safety related systems.

- 61508-0 Functional safety of electrical/electronic/programmable electronic safety-related systems Part 0: Functional safety and IEC 61508.
- 61508-1 Functional safety of electrical/electronic/programmable electronic safety-related systems Part 1: General requirements
- 61508-2 Functional safety of electrical/electronic/programmable electronic safety-related systems Part 2: Requirements for electrical/electronic/programmable electronic safety-related systems
- 61508-3 Functional safety of electrical/electronic/programmable electronic safety-related systems Part 3: Software requirements
- 61508-4 Functional safety of electrical/electronic/programmable electronic safety-related systems Part 4: Definitions and abbreviations
- 61508-5 Functional safety of electrical/electronic/programmable electronic safety-related systems Part 5: Examples of methods for the determination of safety integrity levels
- 61508-6 Functional safety of electrical/electronic/programmable electronic safety-related systems - Part 6: Guidelines on the application of IEC 61508-2 and IEC 61508-3
- 61508-7 Functional safety of electrical/electronic/programmable electronic safety-related systems Part 7: Overview of techniques and measures.

2.3. All electrical work shall be in accordance with the relevant SANS standards, in particular SANS 10142-1 The Wiring of Premises Part 1: Low-voltage installations

2.4. All maintenance and repairs shall be in accordance with SANS 53015.: "the standard for maintenance and repairs of electric and hydraulic powered lifts, escalators and passenger conveyors".

### 3. Compliance with Regulations

The installation shall be erected and tested in accordance with the following Acts and regulations:

- a) The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
- b) Department of Labour: Lift, Escalator and Passenger Conveyor Regulations, 2009 as amended,
- c) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority,
- d) The Fire Brigade services Act 1987 (Act 99 of 1987) as amended,

- e) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended,
- f) The Electricity Act 1984 (Act 41 of 1984) as amended.

#### **4. Scope of Work**

Included in this Lift and Escalator Specification

To attend to fault call, inspection, service, repair, maintenance, modify, supply, installation, test and commission the installed lifts, escalators, passenger conveyors, and accessible lifts (chairlifts and platform lifts) to meet the functional requirements of various areas of the precinct. All materials, equipment and appliances shall be originated from the original or reputable manufacturers.

#### **5. General Requirements**

##### **5.1. General**

The Contractor shall attend fault call, inspection, service, repair, maintenance, modify, supply, installation, test and commission the installed lifts, escalators, passenger conveyors, and accessible lifts (chairlifts and platform lifts) to meet the functional requirements of various areas of the precinct. All materials, equipment and appliances shall be originated from the original or reputable manufacturers.

All materials and workmanship shall comply with all relevant sections of the latest edition of the following and all current amendments thereto issued, unless otherwise specified on a particular Works Order or instructed by the Employer: -

- a) The latest issue of SANS 10142: "Code of Practice for the Wiring of Premises",
- b) The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
- c) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority,
- d) The Fire Brigade Services Act 1993 Act 99 of 1987 as amended,
- e) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended,
- f) The Post Office Act 1958 (Act 44 of 1958) as amended,
- g) The Electricity Act 1984 (Act 41 of 1984) as amended and
- h) The Regulations of the local Gas Board where applicable

All work shall be in accordance with the requirements of all the standards mentioned above.

Equipment and materials utilised shall be new and manufactured in accordance with EN-81 standards and approved by the local authorities having the appropriate jurisdiction. All equipment shall be provided by the same manufacturer.

The Contractor shall provide sufficient qualified technical staff, field staff and safety personnel to ensure the Works under this contract be satisfactorily carried out safely and meeting the performance targets and programmes. The Contractor shall also provide competent attendant(s) to monitor any works in relation to the lift maintained (e.g. cleaning of lift pits, electrical system maintenance, etc.) arranged by the Employer at no extra charge.

#### 5.2. Taking over of Existing Lifts

The maintenance of the lifts is currently carried out by a maintenance contractor. With effect from the commencement date of the Contract, the Contractor shall take over the above responsibility and shall carry out the Works for those existing lifts in accordance with the requirements of this Particular Specification.

Upon taking over the maintenance of the lifts, the Contractor shall carry out a thorough examination for each lift and submit an examination report by an approved inspection authority for every lift to the Employer's Representatives within four (4) weeks from the date of commencement of Contract. The Contractor shall check the running conditions of the lifts and shall immediately inform the Employer of any defect found. Apart from the above defective components or equipment claimed by the Contractor, it is deemed that all lifts available to him are in good working order and the Contractor shall be required to accept full responsibility of maintaining the lifts.

Unless the lift concerned is to undergo modification or repair work, the submission of the examination report should not be delayed for more than a month from the date of taking over of maintenance. In quoting the price in the **Form of Tender**, it is deemed that the Contractor has included adequate contingencies to off-set any work he may find necessary to meet his own ongoing maintenance requirements.

#### 5.3. Handover of Lifts prior to Termination of Expiry of Contract

One month prior to the termination or expiry of the Contract, the Contractor shall arrange a schedule handover to the Employer for all lifts of the Contract. The Contractor shall carry out a thorough examination on each lift within one month prior to the termination or expiry of the Contract and submit a test/examination report issued by an approved inspection authority for every lift to the Employer's Representatives two weeks prior to the termination or expiry date of the Contract. The Contractor shall ensure that the lifts are in good working order, safe and satisfactory operation condition at the time of handover. The successive maintenance contractor shall be invited by the Employer's Representative to attend the joint site handover inspection.

During the handover inspection, any defect and/or damage found in any of the lift caused by the negligence of the Contractor as construed from the terms and conditions of the Contract, shall be duly and timely rectified/repared at the Contractor's own expenses and to the satisfaction of the Employer before arranging for another inspection of the lift.



The Contractor's obligation under the Contract shall not be released until all lifts of the Contract are successfully handed over to the Employer. All incurring expenses including the cost of works to be carried out by others due to the unnecessary delay in handover of lifts to the Employer upon the termination or expiry of the Contract shall be fully reimbursed from the Contractor accordingly.

#### 5.4. Stock of Spare Parts, Replacement and Use of Alternative Make

In the execution of servicing and maintenance, repair and operation work on site, apart from transport, necessary labour, tools, equipment, testing instruments, the Contractor shall also be responsible for keeping adequate stock of spare parts. All labour costs and costs for repair or replacement of parts whenever required shall be included under this Contract.

- a) All the parts shall be provided to site within 24 hours for replacement/rectification works excluding lift motors.
- b) The Contractor shall keep adequate stocks of essential spare parts, equipment and other components which are necessary to maintain the safe and satisfactory working condition and operation order of the lift at all times. The essential spare parts shall include but not limit to major items such as controller cards, driving chain, handrail, etc. Replacement of equipment, parts and components shall be made in accordance with manufacturer's spare part list. The Contractor shall be required to provide details, with supporting document, of the stock level of their spare parts to provide capability to meet the requirements of the Specification.
- c) A permanent replacement of the genuine equipment, parts and/or components with alternative products shall **not** be implemented without good reasons, subject to the manufacturer's warranty that the safe and satisfactory working condition and operation order of the installation will not be affected due to the use of alternative make. The approval of Employer shall be obtained prior to the replacement.
- d) Subject to Employer's approval on each case, alternative and compatible equipment, parts and/or components are allowed to be used as contingent measure to temporarily re-instate the function and operation of the lift during on-call maintenance and emergency repair services, and subject to the Contractor's undertaking for their subsequent replacement by genuine products as quoted in the manufacturer's spare part list on or before a specified date to be agreed by the Employer. Unless otherwise specified in the Particular Specification, the temporary and subsequent replacement works including provision of equipment, parts, components, all necessary tools and materials shall be provided under the Contract at no extra cost.
- e) Any replacement of equipment, parts and/or components due to nonavailability of spare parts and/or obsolescence shall be substantiated by the manufacturer of the product.
- f) Expected risks shall be limited to damage caused to the lift by flooding, fire, etc., beyond the control of the Contractor and as agreed by the Employer.

#### 5.5. Logbook

The logbook shall be provided by the Contractor and kept at management offices of management agent or Employer's representative, or appropriate places on site as agreed by the Employer. Every attendance and detail of work done to each lift shall be entered into the logbook by the Contractor so as to form a maintenance record, and/or to certify the Contractor's attendance visits as required by this Contract. The logbook entries will be taken as record for the services provided by the Contractor in accordance with the requirements stipulated in the requirements of the SANS1545-1; SANS1545-2; SANS1545-5; SANS1545-10; SANS1543; "Specifications for Lifts, Escalators and Passenger Conveyors" and shall comply with the Occupational Health and Safety Act 85 of 1993 and current regulations of all other codes applicable to this work. The Employer's Representative will check the entries randomly to ascertain the work described in the Contract properly executed. If the lift is found not attended for a period of time, the monthly payment will be adjusted according to the formula given in Clause 7.2 of this Particular Specification.

In addition to record in the logbook, the Contractor shall also inform the Employer's Representative in writing for any anomaly found during the routine inspection which may not cause present danger to the passenger, but awareness is to be taken.

If the logbook is damaged, lost or fully complete, the Contractor shall inform the Employer's Representative immediately for its replacement. The replacement of logbooks and their return to the Employer's representative or other party as designated by the Employer is the responsibility of the Contractor under the Contract.

#### 5.6. Shut down of Lifts

Shut down of lift and escalator system at the premises or site concerned during execution of works shall be kept to minimum. The Contractor shall dispatch sufficient technical staff to execute diligently the works within a reasonable period or as directed by the Employer.

If shutdown is deemed necessary and is not caused by any incident which is required to be reported to the Facilities Manager, the following guidelines must be observed:

- a) Shut down of any lift must be strictly on need basis and resumed as soon as possible.
- b) Avoid shutting down all lifts or escalators within a building at the same time.

If the lift or escalator cannot be resumed before the end of the 4-hour period after the Contractor becomes aware of the serious incident, the Contractor shall display a notice in a conspicuous part of the lift.

The Contractor shall be responsible for giving well in advance verbal and written notice to the Employer or his representative on any shut down indicating the scheduled shut down period and the resumption of the system. If extension of shut down period is required for the system, the

Contractor shall report the case to the Employer and the venue-in-charge immediately. Any shut down case and details of shut down shall be recorded in the maintenance logbook kept at site.

The Contractor shall provide and fix at all landings with appropriate notice and guard railing during each shut down incident. The temporary guard railing and notice should be taken away immediately when the system is resumed to normal or upon instructed. The cost of these provisions, including all necessary items under the Employer's instructions, testing procedure, and essential examination activities specified under the Works Code shall be deemed to be included in the Schedule of Rates and they will not be separately paid.

5.7. Access Control

The Contractor shall ensure that the lifts included in this Contract are properly and adequately executed in good working order, safe operation condition and for their efficient performance. Before leaving the site and on completion of execution of work each time, the Contractor shall be report to the Facilities Management department for the signing off each job card. In the event of an emergency, afterhours or weekend work, all job cards shall be signed off by the Security Control Room as would be directed to the Contractor during such incidences.

5.8. Information to be submitted to the Employer

In addition to the requirement of staff organization, Contractor's facilities, programs, plant logs and reports, etc. that stipulated in the specification, the Contractor shall obtain the approval from the Employer, and notify the Employer or his representative the method, sequence and program for execution of the works prior to the execution of the Works in all cases of maintenance, overhaul, repair, modification, addition and/or improvement work.

The Contractor shall, at all times, ensure no/minimal interference to client and other contractors on site during the whole course of execution of the works. Failure in compliance with this requirement, the Contractor shall indemnify the Employer against any claim arising from his fault.

5.9. Remedy on Contractor's Failure to Perform

As specified in Clause 7.3 of this Particular Specification and should there be any repairing work outstanding for over seven (7) calendar days for whatever reasons, the maintenance fee for the lift or escalator of the concerned work would be deducted from the contract on monthly basis until the repair work is made good and the whole system is restored to its normal operation.

If the Contractor fails to carry out any work required under the Contract or refuse to comply with any instruction or order given by the Employer in accordance with the Contract within a reasonable time, the Employer may give the Contractor a five (5) calendar days' notice in writing to carry out such work or comply with such instruction.

If the Contractor fails to comply with such notice, the Employer shall be entitled to carry out such work or instruction by his own workmen or by

other contractors. Without prejudice to any other remedy, all additional expenditure properly incurred by the Employer in having such work or instruction carried out shall be recoverable by the Employer from the Contractor by deduction from moneys due to the Contractor under this Contract or under any other contract between the Employer and the Contractor.

## **6. Hours of Work**

All normal work under this Agreement will be performed during regular hours of regular working days of the elevator trade: Monday through Friday 7:30 a.m. to 5:00 p.m. ("Regular Hours"). Contractor agrees to designate an elevator mechanic to perform on-site preventive maintenance procedures for elevators exclusive of emergency call-back service, emergency repairs, scheduled repairs or safety tests which should be assigned to separate repair personnel.

If work is required outside of Regular Hours, Employer will pay only the difference between normal and overtime labour at the Contractor's billing rate, as specified in Section 8 of this Agreement, except as otherwise provided.

## **7. Extent of Works**

### **7.1. General Requirements**

The Contractor shall provide the all-in comprehensive maintenance service and to maintain efficient and prompt response to breakdown; emergency call-out or complaint for the timely attendance of installation/equipment failure and/or unsatisfactory services.

The Contractor shall properly, effectively and efficiently operate and maintain all the lift involved in the Contract for their reliable, satisfactory and safe operation.

In addition, the Contractor shall, as and when instructed by the Employer, repair or replace at his own cost any part/component/equipment of a lift, which is proved to be defective by reason of the Contractor's negligence, inadequate servicing and maintenance, poor performance and workmanship, use of incorrect materials or materials of inferior quality. Claim in any form whatsoever made by the Contractor for such repair work or replacement of parts / component / equipment will not be accepted by the Employer.

The Employer shall reserve the right to order suspension of any work at any stage, should the work be found of poor workmanship / quality, using inferior and/or incorrect materials, applying incorrect and/or improper method for the execution of the work and/or with any other action that may cause damage to the lift, its equipment and/or personnel. The Contractor shall immediately rectify such work at his expenses after being instructed by the Employer.

At the Employer's discretion, Employer's representatives or other designated personnel will carry out inspection on any lift or escalator at any

time, after major alteration / major component replacement or periodic testing and examination or upon receipt of complaint. The Contractor shall dispatch adequate and sufficient technical staff on site for the smooth progress of inspection upon request.

## 7.2. On-call Maintenance and Emergency Repair Services

### 7.2.1. Contractor's Emergency Call Centre

The Contractor shall operate a Contractor's Emergency Call Centre (CECC). The CECC shall be equipped with adequate tele-communications equipment, manned by a sufficient number of technical and administrative staff as agreed by the Employer to meet the following performance requirements:

- a. To confirm within 15 minutes, the appointment date and time for execution of fault/emergency call requests received from the Employer or his representatives.
- b. To monitor the progress of the fault/emergency call attendance and to report to the Employer or his representatives on any unattended appointment (including missed appointment and inaccessibility to the premises) and the subsequent remedial measure no later than 30 minutes of the originally scheduled appointment time.
- c. To report the completion of fault/emergency call attendance within one (1) day.
- d. To feedback and resolve on any complaint received on the fault/emergency call within 30 minutes of notification from the Employer or his representatives.
- e. The Contractor shall also supply and install permanent labels made of plastic material or stainless steel indicating the Contractor's name and emergency telephone numbers for each lift or a group of lift in the main landing within one month after commencement of contract or immediately upon any changes.

### 7.2.2. Fault Call Service

- a. A 24 hour, 7 days per week, 365 (366 when leap years occur) days per year call-out and repair service is to be in force throughout the duration of the Contract.
- b. All calls to the Contractor's emergency services are to be responded to promptly and the Contractor is to be on site and report to the Employer's Representative following the fault call procedures.
- c. An emergency service is to be manned and available 24 hours a day, 7 days a week, 365 days per year (366 when a leap year occurs) throughout the year including Sundays and Public Holidays.
- d. Response Time – the Contractor shall respond to the Company's call for service and arrive the site:

- within 30 minutes in case of lift trap; and
  - within 60 minutes in case of non-lift trap.
- e. After receiving instructions from the Employer or his representative, either verbal or written, all faulty systems should be restored to its normal condition within one (1) day or as the date agreed by the Employer.
  - f. Should the Contractor fail to respond promptly within the specified period, the Contractor shall immediately contact the Employer or his representative and provide sufficient justification for his incapability to comply with the requirement of response.
  - g. For any serious lift incident including the death or injury of a person, the Contractor shall immediately contact the Employer or his representative.
  - h. If the lift is beyond emergency repair, the contractor is required to make safe the lift and install a suitable notice indicating "Out of Service" at a prominent position and inform the Employer and any other party as directed by the Employer.
  - i. If the Contractor could not complete the rectification works within the specified period, the Contractor shall submit a written report, explaining for the non-compliance, to the Employer within one calendar day after such non-compliance is found.
  - j. The contractor will be penalised 25% of the total monthly fee for the equipment concerned.

#### 7.2.3. *Emergency Service Team(s)*

- The Contractor shall maintain Emergency Service Team(s) consisting of technically qualified, skilled and experienced technicians for prompt attendance of fault calls and to provide the On-call Maintenance and Emergency Repair Services (hereafter referred to as emergency services) at any time specified in Clause 7.2.2(c).
- **Should any passenger be injured as reported**, the Registered Lift Engineer shall arrive at the site of incident within two (2) hours to conduct detail investigation of the incident and thoroughly examination of the lift.
- The emergency services shall include overtime works, all mechanical, electrical, and electronic works, and inspection, testing, adjustment, commissioning and cleaning which are found necessary to reinstate the safe and satisfactory working condition and operation order of the lift as soon as possible and within 24 hours. The Contractor shall be required to substantiate the time required for repairing work should it be considered by the Employer to be unreasonably long.
- During repair, and before resumption of services, notices indicating "Out of Service" shall be displayed prominently at all landings including that at the main entrance for the defective

lift. For outdoor equipment which are out of service but without any site work being carried out, the display of "Out of Service" shall be replaced by a notice posted at a convenient location adjacent to the upper and lower landings indicating apology from the Contractor and with the anticipated date of resuming escalator service indicated, while the use of the escalators as an alternative stair by the public shall be maintained as long as it is safe and practicable.

- 7.2.4. The Schedule of Rates shall have been fully inclusive to cover costs of providing the on-call and emergency service comprising transport, labour and materials, including cleaning materials, tools, inspection, measuring and testing equipment, and equipment, parts and/or components for the replacement of aged, deteriorated and/or defective items as and when necessary, during the emergency services and they will not be separately paid.
- 7.2.5. The Contractor shall submit to the Employer, a detailed inspection, service and repair report within 48 hours of receipt of each fault call.  
The report shall at least include the following information: -
- a. Date/time of receipt of fault call.
  - b. Date/time of arrival of Emergency Service Team to the site of incident.
  - c. Date/time of reinstatement of safe and satisfactory working condition and operation order of the Lift/escalator.
  - d. Causes of fault/alarm.
  - e. List/details of emergency service being carried out including repairs and/or replacement works.
  - f. Follow-up action if required, due to off-site repair works.
  - g. Tentative time schedules for completion of off-site repair works and all other necessary works.
  - h. Photo records
  - i. Description of the fault.
  - j. Fault symptoms
  - k. Remedial action taken
  - l. Preventive measure
  - m. Location

For all major incidents that the Employer or his representatives consider necessary, the Contractor shall be required to submit major incident reports of details equivalent to a fault call report within 48 hours.

- 7.2.6. For monitoring the performance on attending fault calls, the Contractor shall submit to the Employer a monthly report by electronic means together with a signed hard copy as shown on the Appendix 2 hereof on fault calls in the first week of each following month. The computer format of the monthly report

shall be submitted to the Employer for approval and monthly report shall include the following information: -

- a. No. of fault calls received for each lift of each location.
- b. No. of fault calls in (a) attended within 30 minutes as specified in Clause 7.2.2(d) of the Particular Specification.
- c. No. of fault calls in (a) attended within one hour as specified in Clause 7.2.2(d) of the Particular Specification.
- d. No. of fault in (a) rectified within 24 hours as specified in Clause 7.2.2(f) of the Particular Specification.
- e. No. of faults in (a) rectified within 1, 3, 7, 14 or over 14 working days.
- f. Number of breakdown and downtime in the month.
- g. Number of fault calls that the Contractor fails to respond on time.
- h. Mean time to respond to a call.
- i. Other details as and when required by the Employer or his representatives.

### 7.3. Performance Target on Maintenance Services

7.3.1 The Contractor shall submit records of the following service performance and corresponding Performance Indicator (PI) reports with detail calculation to the Employer in the first week of the following month.

a. Service Availability: -

- i. Total number of hours of system breakdown, including individual component breakdown, due to all reasons other than scheduled maintenance works;
- ii. Number of maintenance service breakdown;
- iii. Time duration of system interruption for planned maintenance; and
- iv. Reasons causing system breakdown.

The performance target shall monitor the availability of lift service to the critical premises.

The "Service Availability" shall be evaluated as follows: -

Service Availability" =

$$1 - \frac{\text{Total downtime of lift(s) in minutes} \times 100\%}{\text{Total operating time (minutes)}}$$

Where

- i. Total downtime – Total down times (min.) i.e., Total loss of operating hours of each lift counted for all lift failure, "System Withheld", from all lifts on the premise during the concerned period



- ii. Total operating time – Total operating time (minutes) counted for the sum of total normal operation of all lifts on the premise during the concerned period, in one-month time.

b. Response Time to Fault Calls: -

- iii. Service response time duration (in minutes) from the fault call received (Employer or his representative whichever is earlier) to arrival on site of incident;
- iv. Total number of system fault for each call;

c. Fault Call Rectification

- i. Fault rectification time on each system fault;
- ii. Total time taken for the repair right from fault call received until fault rectified for each system breakdown (urgent or nonurgent fault repair);
- iii. Details of contingent measures taken, or alternatives made, if applicable.

The Monthly system "Service Availability" shall be maintained and should not be lower than 99%.

The Contractor shall deliver full maintenance and repair services in accordance with the performance targets of lifts as specified in **Annexure 1** to this Particular Specification.

#### 7.4. Regular Inspection and Servicing

All planned maintenance works should be well planned, coordinated, equipped with sufficient staff and organized to the satisfaction of the Employer and his representatives. All cost for all works required is deemed included in the itemized rates in the **Pricing Schedule**.

##### 7.4.1. Scope of Inspection and Servicing

The Contractor shall dispatch competent and specially trained technicians to each lift regularly according to the Maintenance Schedules specified in **Annexure 2** in terms of frequency and scope of work, to keep the lifts in a clean, smooth, quiet and safe operating condition.

##### 7.4.2. Monthly Service Report

The Contractor shall submit to the Employer a Monthly Service Report on the routine maintenance services delivered to each lift in the calendar month executed in. Each Monthly Service Report shall: -

- a) be submitted within one (1) week after the date of the last inspection to which the report relates;

- b) be a typed report duly signed by a Registered Lift Engineer;
- c) state the condition of the major safety components as detailed in the inspection sheet and detail any unsatisfactory items or any wrong method of operation by the users, or any improvement work which may be considered necessary;
- d) state clearly dates of replacement for major parts such as motor, driving chain, handrail, etc. in the reporting quarter;
- e) indicate the date of last safety test and date of last full load safety test for lifts; and certify that the lift is or is not in a satisfactory and serviceable condition.

The Contractor shall issue an interim report should any routine inspection reveal any items of unsatisfactory nature not included in the last preceding monthly inspection report. Such interim report shall be submitted within seven (7) working days of such inspection.

## 7.5. Planned Examination Testing and Maintenance

### 7.5.1. General

The Contractor shall carry out periodic examination, testing and maintenance for every lift and escalator in accordance with those stipulated in the provisions of the latest edition, at the time of implementation of the

Contract, of the following: -

- a. Requirements of the SANS1545-1; SANS1545-SANS1545-5;SANS1545-10; SANS1543; "Specifications for Lifts, Escalators and Passenger Conveyors" Lifts and Escalators Ordinance, Cap. 618;
- b. Any other regulation or by-law of any local or other duly constituted authority, which may be applicable to such tests

### 7.5.2. Report on Equipment beyond Economic Repair

For any lift considered beyond economic repair by the Contractor, the Contractor shall submit report certifying the equipment is beyond economic repair and the report shall include full description of extent of damage, cost for repair and the estimated remaining life if implementing repair. Upon the instruction of the Employer or his representative, the Contractor shall also examine any lift to identify whether it is beyond economic repair and shall submit report including a statement on whether the examined lift is beyond economic repair together with the above-mentioned description.

## 7.6. Alterations, Addition and Improvement Works

### 7.6.1. General

During the Contract Period, the Contractor may be required to carry out some of the alteration, addition and/or improvement works for a lift to suit the updated/revised operational requirements.

The Employer will inform the Contractor the extent of alteration, addition and/or improvement work for the lift and the Contractor shall prepare a quotation for the work. The quotation shall be submitted for the Employer's assessment within the time frame as instructed, complete with detailed itemized breakdown for works and technical information for materials/parts/components offered, fully priced and with sufficient and satisfactory documentary evidence in support of the quotation.

The Employer reserves the right to reject the Contractor's offer if considered unreasonable due to high "star rates" for non-scheduled items and/or inferior quality of materials/parts/component offered, and to put the said Works out for tender and employ another registered lift contractor to undertake the Works, even though such works will be connected to the system under the maintenance of the Contractor. When such Works are completed to the satisfaction of the Employer, the Contractor shall be obliged to take the Works into maintenance along with the original system. A site instruction will be issued by the Employer for this purpose.

### 7.6.2. Resumption Permit

The Contractor shall arrange examination of the lift or escalator by a registered lift engineer after the completion of a major alteration so as to confirm that part affected by the major alteration is in safe working order. The Contractor shall apply and obtain the Resumption Permit for the lift from the Department of Labour, and make copies to the Employer, and any other party as directed by the Employer or his representatives for record. The lift must not continue to be used and operated unless a resumption permit has been obtained. The Contractor shall provide every means such as isolating the power supply and provide suspension notice at the main landing to prevent inadvertent opening of lift or escalator by other persons.

### 7.6.3. Nature of Works

For all Alteration, Additions and Improvement Works, a site instruction will be issued by the Employer for this purpose. The Contractor shall include all costs for labour and materials to supply and install, test and commission the part of system that has been altered or added by him as well as maintaining the

completed work half year at no extra cost, or until 6 months after the expiry of Contract Period, whichever period is shorter. The Contractor shall be required to carry out all necessary works in the Defect Liability Period as required.

Upon completion of the Works, the Contractor shall submit a maintenance plan for the above Works to the Employer or his representative for approval and shall provide two copies of equipment operation and maintenance manual(s) together with relevant drawing(s) where applicable to the Employer for record purpose.

Where the extent of Alteration, Addition or Improvement Works is such that it affects the original classification of the lift, the Contractor shall initiate such actions and submit the relevant forms to the Department of Labour. The costs on the preparation of submission will be deemed to be included in the quotation approved by the Employer as a result of the site instruction issued.

#### 7.6.4. Elevator shaft maintenance

The contractor is responsible for the pumping out of the water in the elevator shaft only due to natural causes.

#### 7.6.5. Entrapped passengers training

The contractor will provide training to the local staff for releasing entrapped passengers.

#### 7.6.6. Annexure B

The contractor is liable for the issuing of annexure B's for all the elevators free of charge, after all the remedy repairs have been completed and the elevators are in good working condition.

### **8. Equipment Description**

Commencing on the (Date), the following lifts will be handed over to the successful bidder and will be for a total of 36 months: These Lifts are below being Electrical.

Item Number	Building	OEM	Unit Number	Town
1	Legislature-Chief	Schindler	02/L00197	Lebowakgomo
2	Legislature-Chief	Schindler	02/L00198	Lebowakgomo
3	Legislature-Block 4	Schindler	02/00199	Lebowakgomo
4	Government complex-Block 1	Otis	72401435	Lebowakgomo
5	Government complex-Block 2	Otis	72401436	Lebowakgomo
6	Government complex-Block 3	Otis	72401437	Lebowakgomo
7	Government complex-Block 4	Otis	72401438	Lebowakgomo
8	Thohoyandou Gov.Offices Block D	Schindler	02/L062	Thohoyandou
9	Thohoyandou Gov.Offices Parliament	Schindler	02/L061	Thohoyandou
10	Thohoyandou Gov.Offices Block E	Schindler	02/L063	Thohoyandou
11	Thohoyandou Gov.Offices Block F	Schindler	02/L064	Thohoyandou
12	Giyani Gov.Agric	Schindler	10/L145	Giyani
13	Giyani Gov.Education	Schindler	10/L146	Giyani
14	Giyani Gov.Health	Schindler	10/L147	Giyani
15	Giyani Gov.Transport	Schindler	10/L148	Giyani
16	Giyani Gov.Public Works	Schindler	10/L149	Giyani
17	Giyani Gov.SARS	Schindler	10/L98	Giyani
18	Namagale Gov. Offices	Schindler	L00184	Namagale
19	Nebo Cost Centre	Otis	L00366	Nebo

#### 9. Additions or Deletion of Lift Equipment

Lifts may be added during the contract term at a unit price agreed to by both parties. Deleted units shall reduce the contract price by the same amount as originally included in the Contractor's bid.

#### 10. Payment

In general, payment shall be made monthly in arrears to the Contractor provided that the requisite work has been carried out satisfactorily and the required inspection reports duly submitted to the satisfaction of the Employer or his representative.

Upon receipt of the invoice, the Employer's Representative must pay the Contractor within 30 days. This is subject to the invoicing being both correct and free from anomalies.

10.1. Payment Claims

- a. The Contractor shall be responsible to prepare and submit at his cost payment claims for all works with forms and procedures specified in Clause 7.2 and Clause 7.3 below or other forms and procedures specified by the Engineer from time to time.
- b. Invoices must show the period, the lump sum for the maintenance work and the breakdown of all work for which the payment is being claimed for.
- c. All non-maintenance invoices must be presented on a per lift basis and a fully itemised list of the work being charged for will be incorporated into the invoice.
- d. If invoices are presented which do not fully comply with the format as detailed, they will be rejected. All invoices must portray the identity number of the lift involved and premises location.
- e. No payment must be made by the Employer's Representative for any unauthorised service performed by the Contractor.

10.2. Claim for Maintenance Service

- For the routine comprehensive maintenance services, the Contractor is required to submit payment claim with one original of invoice and one copy of Claim Form for each submission.
- The Contractor is also required to submit a summary of Service Report with copies of Monthly Service Report and Monthly Inspection Report with the Signature of the Employer's Representative to support their invoices by the end of each month.
- Those previously submitted Service Reports or outstanding Service Reports within the month shall be clearly indicated in the summary of Service Report in details.
- The monthly invoice value will be one twelfth of the total annual value for all items under maintenance services. The payment will be calculated in prorata for the lift that has an incomplete monthly maintenance service due to the date of its inclusion in the Contract by the following formula.

Payment for incomplete Month: -

$$(Number\ of\ days\ under\ maintenance\ service) \times (Monthly\ maintenance\ rate) \times \frac{12}{365}$$

- The Employer reserves the right to withhold payment in part or in whole if the Contractor cannot submit evidence and proof to substantiate that the maintenance services was indeed satisfactorily executed and accomplished.
- The Employer may arrange other payment arrangements, such as to have all routine monthly payment for the jobs to be listed by means of a computer system and paid to the Contractor automatically. The Contractor shall check and verify the payment lists on receipt of them and shall inform the Employer of any error within 14 days so that adjustment of the payment can be made accordingly.

10.3. Deduction of Maintenance Fee for Suspension of Service

- For any repetitive breakdown or any lift or escalator which cannot be returned to normal services by the Contractor for a period exceeding two (2) calendar days, deduction in the monthly maintenance fee will be applied in accordance with the following details: -

Ref	Reason for not being returned to Normal Service	% Deduction of Monthly Maintenance Fee
a.	Employer's written instruction, including alteration works	25
b.	Reasons beyond the Contractor's control (e.g. misuse, vandalism, fire, etc.)	50
c.	Breakdowns, repair, lack of spare parts, which arisen from normal wear and tear	100 (minimum one month)

- The actual deduction will be directly proportional to the number of days after the two (2) calendar day period. The Contractor will be required to settle the actual period of shutdown with the Employer on individual cases and deduct the appropriate amount from the monthly bills accordingly before submission. The payment for an incomplete month will be calculated similar to the formula given in Clause 10.2 above.
- The Contractor shall, during such out of normal service period, carry out minimum maintenance work to keep the entire lift and escalator in such a condition that it could be put back into normal operation at a later date. However, should the Contractor be unable to carry out part or whole of the required minimum maintenance work under the circumstances in 1) & 2) mentioned above and with reasons beyond their control, he shall be entitled to claim for a re-conditioning cost which shall be agreed upon by both parties on a job by job basis. The re-conditioning work shall include all labour, material, spare parts and test necessary for safe resumption of services.
- In addition to the criteria on deduction of monthly maintenance fee set above, for any breakdown of any lift over the following frequency, deduction in the monthly maintenance fee will be applied in accordance with the following details: -

Ref	Frequency of Breakdown	% Deduction of Monthly Maintenance Fee
a.	Breakdown, due to system fault(s), of the same lift over <u>2</u> times monthly	50
b.	Breakdown, due to system fault(s), of the same lift over <u>4</u> times monthly	100

10.4. Payment for Works Covered by Approved Purchase Orders

- For Works ordered under cover by a Works Order, the Contractor shall submit payment claim with two (2) copies of invoice, similar to that for routine maintenance, and shall attach copies of original supplier's invoice where appropriate. The Employer may require the Contractor to submit measurements of quantities for materials/equipment used, etc. for checking and verification of the claimed payment. The invoices shall clearly indicate the Purchase Order number.
- Additional works must be separately invoiced, and these must be submitted monthly. Where such works are covered by the Schedules of Rates the schedules must be strictly adhered to in preparing the invoice.

10.5. Payments Withheld

- Failure by Contractor to provide services or comply with any provision of this Contract shall entitle the Employer (in addition to any other remedies Employer may have) to withhold payments due to Contractor as may be deemed in the Employer sole and absolute discretion to be reasonably necessary.

**11. Termination of Agreement**

- The Employer may terminate this Agreement at any time upon thirty (30) days written notice to the Contractor due to the following reasons:
- Unacceptable performance by the Contractor, which shall be determined in Employer's sole and absolute discretion,
  - Contractor's failure to comply with all of its duties and obligations under this Contract,
  - Sale of building,
  - Permanent removal of equipment from service.

**12. Failure to Perform**

- 12.1. Contractor shall fully guarantee all work performed during the Term of the Contract and for a period of ninety (90) days after the termination date. Should the Employer determine during



the Term or within thirty (30) days after termination that any required work has not been fully performed, has been performed improperly or not performed at all, the Contractor shall, after written notification by the Employer, correct said deficiency within ten (10) days. Failure to correct will be construed as a default under the Contract and the Employer has the right to secure others to perform the services and deduct the costs of these services from the contractual amount due to the Contractor under this Agreement.

12.2. The Employer reserves the right to engage an independent party to perform an evaluation to determine responsibility pursuant to this paragraph.

### **13. Award of Agreement**

13.1. The Employer reserve the right to accept or reject any and all bids and to waive any formality in bids. All qualified bids will be evaluated, and acceptance of the bid(s) shall be made and judged by the Employer to constitute the best value offered for the purpose intended.

### **14. Co-ordinating**

The Lift Contractor shall familiarise himself with the requirements of the other professional disciplines and shall examine the plans and specifications covering each of these sections.

The lift space requirements shall be carefully checked with other professional disciplines to ensure that the equipment can be installed in the proper sequence in the space allotted.

### **15. Submittals**

#### Layout and Shop Drawings

Layout drawings are required for all work, including car enclosure and landing entrance co-ordinating drawings.

Shop drawings are required in hard and electronic copies for car enclosure, landing entrances and signal fixture work showing construction, finish and fastening details. Furthermore, shop drawings shall show shaft construction detail including all the required internal supporting beams, pit dividing walls for multi-lift shafts and pit sump pump drains. Composite shop drawings shall be submitted for areas which require close co-ordination with the work of the different trades.

All special equipment and fixture faceplates shall be submitted for approval. Drawings and samples or brochures shall be submitted for each type of fixture and shall be coordinated with the architectural drawings. Final design and material proposed for fixture faceplates and special equipment shall be approved by the Representative/Agent.

### **16. Samples**

All exposed materials and finishes shall be submitted to Representative/Agent for approval in sample form.

The Lift Contractor shall furnish such samples as may be called for and the Representative/Agent may reject all materials or workmanship not corresponding with the samples. All approved samples shall be held in safe-keeping until such time as the work to which they apply has been completed.

## **17. Tests Certificates and Inspections**

The Lift Contractor shall carry out all the tests and checks required and issue the necessary Certificate of Compliance prior to final completion

Upon completion of the installation of all equipment and once being in full operation the Lift Contractor shall completely test the lift equipment to demonstrate that the equipment is provided in compliance with the specification. The total costs for these tests shall be included in the tendered amount.

The Lift Contractor shall make arrangements for such tests and shall give at least 72 hours written notice to the Representative/Agent, before commencing the test.

In the event of the plant, equipment or installation not passing the test, the Representative/Agent shall be at liberty to deduct from the Contract amount all reasonable expenses incurred by the Employer and/or the Representative/Agent attending the test.

Whenever any installation or equipment is operated for testing or adjusting as provided for above, the Contractor shall operate the entire system for as long a period as may be required to prove satisfactory performance at all times in the occupied space served by that system until the system is handed over.

The Contractor shall provide all labour and supervision required for such operation and the Department may assign operating personnel as observers, but such observation time shall not be counted as instruction time.

After completing the installation or system, all equipment shall be tested, adjusted and readjusted until they operate to the satisfaction and approval of the Representative/ Agent.

The Contractor shall submit certificates of tests carried out to prove the efficiency of all equipment, as well as certificates to be obtained from all relevant authorities, statutory bodies, etc.

## **18. Application to Department of Labour**

The Lift Contractor shall submit all the necessary drawings and information to the Regional Director of the Department of Labour and shall submit the necessary application for the erection and use of the lifts and escalators.

## **19. Operating and Maintenance Manuals**

The Contractor shall be responsible for the compilation of a complete set of Operating and Maintenance manuals.

This shall be done in accordance with the Annexure A – Operating and Maintenance manuals.

All information shall be recorded and reproduced in electronic format as well as supplying the Representative/Agent with three sets of hard copies.

Approval of the final Operating and Maintenance Manuals shall be a prerequisite for issuing of a Certificate of Practical Completion of the installation.

## **20. Guarantee**

After works completion of the installation have been achieved, there will follow a 12month free maintenance period.

During this period the lift contractor shall maintain the lift installation as per the requirements of the Occupational Health and Safety Act. This maintenance shall include systematic examinations, adjustments and lubrication of all lift equipment. Electrical and mechanical parts shall be repaired or replaced whenever it is required to maintain optimum performance without additional cost to the Department, unless the condition was caused by misuse or vandalism of the lift equipment or natural hazards/force majeure.

The work under this section shall be performed by competent, qualified personnel under the supervision and in the direct employment of the Lift Contractor and shall not be transferred to any non-affiliated agent. Contract maintenance and repair work shall be done during normal working hours and shall further provide emergency call-back service twenty-four (24) hours a day, seven (7) days a week.

During the guarantee period the Department will invite tenders for the comprehensive maintenance of the lift installation, which will commence after the final completion has taken place, i.e. after the twelfth month guarantee period is over and all defects are corrected.

## **21. Materials and Workmanship**

- (a) The work throughout shall be executed to the highest standards and to the entire satisfaction of the Representative/Agent who shall interpret the meaning of the Contract Document and shall have the authority to reject any work and materials, which, in his judgement, are not in full accordance therewith. All condemned material and workmanship shall be replaced or rectified as directed and approved by the Representative/Agent.
- (b) All work shall be executed in a first-class manner by qualified tradesman.
- (c) The Contractor shall be fully responsible for his work and shall replace any of the work which may be damaged, lost or stolen. The Contractor shall protect the building and its contents against damage by him, his employees or sub-contractors and shall make good any damage thereto.
- (d) The Contractor shall indemnify the Employer of all liability for damages arising from injuries or disabilities to persons or damage to property occasioned by any act or omission of the Contractor or any of his sub-contractors, including any and all expenses, legal or otherwise, which may be incurred by the Employer or Representative/Agent in the defence of any claim, action or suit.
- (e) The Contractor shall warrant that the materials and workmanship shall be of the highest grade, that the equipment shall be installed in a practical and first-class manner in accordance with the best practices and ready and complete for full operation. It is specifically intended that all material

or labour which is usually provided as part of such equipment as is called for and which is necessary for its proper completion and operation shall be provided without additional cost whether or not shown or described in the Contract Document.

- (f) The Contractor shall thoroughly acquaint himself with the work involved and shall verify on site all measurements necessary for proper installation work. The Contractor shall also be prepared to promptly furnish any information relating to his own work as may be necessary for the proper installation work and shall cooperate with and co-ordinate the work of others as may be applicable.
- (g) The Contractor shall inspect and verify that the existing power feeder system is compatible with the equipment offered and any changes or upgrading of the electrical supply shall be brought to the attention of the Representative/Agent.
- (h) Material and equipment damaged in transit shall be replaced with undamaged material.
- (i) All components and their respective adjustment, which do not form part of the equipment installation work but influence the optimum and safe operation of the equipment shall be considered to form part of and shall be included in the Contractor's scope of works.
- (j) All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.
- (k) The Contractor shall make sure that all safety regulations and measures are applied and enforced during the installation and guarantee periods to ensure the safety of the public and the User Client.
- (l) The Contractor is to include cost for all scaffolding required to complete the work required.

## **22. Brochures**

Detailed brochures of all equipment offered, including the control, drive, door operator, call buttons and signals, remote monitoring station, intercoms and emergency dial-out system shall be presented together with the tender documents.

## **23. Accreditation**

The appointed Service Providers must be registered with **CIDB 4 SI** and the accreditation must be submitted with the bid.

**24. The bid will be evaluated in three (3) stages. Namely:**

1. Administration
2. Functionality
3. Price and specific goals

**25. Administrative Requirements/Compliance**

Non-compliance of the following may lead to bids being disqualified:

- Bidders to be registered on CSD.
- Forms to be completed in full, with black ink pen (Not typed on).
- No use of correction fluid.
- The person authorized to sign off the document must Initial any correction made on the document.
- Company Profile to be attached.
- Prices to be written both in figures and in words.
- In case of bids where Consortia / Joint Ventures / Sub-contractors are involved, such must be clearly indicated, and each party must submit a separate proof of Tax Compliance or Tax Compliance Status with Pin or CSD/ MA supplier Number together with the bid.
- A foreign recommended bidder with neither South African tax obligation nor history of doing business in South Africa must complete Standard Bidding Document (SBD 1) and the information must be submitted to SARS on the following email [governmentinstitute@sars.gov.za](mailto:governmentinstitute@sars.gov.za) to issue a confirmation of the tax obligation letter in terms of paragraph 3.6 of the instruction note no 9 of 2017/18.
- Signed agreement between service providers in the case of a joint venture/Consortium.
- Letter of authority to sign documents on behalf of the company/joint venture/Consortium.
- Form of Offer shall be duly signed and completed.
- Bills of Quantities shall be completed in full and summarised.
- Alteration or cancellation in the BOQ without signature will lead to disqualification.
- Minimum CIDB grading: 4 Sl.

## 26. Functionality

**Only bid proposals that meets pre-qualification, and mandatory requirement will be evaluated further on functionality criteria,**

The bidder must score a minimum of 75% during Stage 2 (functionality) of the evaluation to qualify for Stage 3 of the evaluation where only points for price and departmental preferential procurement goals will be considered.

Technical Criteria	Sub-criteria	Points
<p>Bidder's team's appropriate qualifications and experience including repair and maintenance of accessible lifts (STRICTLY – ONLY WORKING EXPERIENCE ON ACCESSIBLE LIFTS WILL BE CONSIDERED, including functional refurbishment/renovation/restoration work experience and refurbishment/renovation/restoration on a such installation</p> <p><b>Note: Letters of Appointment shall not be considered as required proof of experience. Only relevant and signed letters from clients are acceptable, including both current and previous projects.</b></p>	<p>Letter of completion for PREVIOUS WORK ON REPAIR AND MAINTENANCE OF ACCESSIBLE LIFTS, on an appropriate letterhead and signed off by client, must be attached. Letter must detail the scope of work undertaken, project value undertaken, date of award and completion, and location where work was carried out). <b>Failure to attach the required documents shall lead to forfeiture of points.</b></p> <ul style="list-style-type: none"> <li>• 1 x Completion Letter – (5 points)</li> <li>• 2 x Completion Letters – (10 points)</li> <li>• 3 x Completion Letters – (15 points)</li> <li>• 4 x Completion Letters - (20 points)</li> <li>• 5 or more x Completion Letters – (25 points)</li> </ul>	25
<p>Key Personnel Capacity SAQA trade test.</p>	<p><b>Proposed project resource schedule (please identify each resource and specify role in the project). Failure to provide full details shall lead to forfeiture of points.</b></p> <p>Only competent personnel will be allowed to interact with the equipment to repair, maintain, service, install, and commission. A Certified SAQA recognised (Lift mechanic, Lift fitter, Elevator repair person, Lift electrician, Lift fitter installer, Lift Service technician) trade test certificate is required. Attach a copy of the trade test certificate and CV for each key personnel.</p> <ul style="list-style-type: none"> <li>• 4 or more SAQA recognised lift mechanic trade test certificates submitted, with at least 2 mechanics having 2 or more years practicing as a lift mechanic (35 points).</li> <li>• 3 SAQA recognised lift mechanic trade test certificates submitted with at least 2 lift mechanics having 2 or more years practicing as a lift mechanic (25 points).</li> <li>• 2 SAQA recognised lift mechanic trade test certificates submitted with at least 2 lift mechanics having 2 or</li> </ul>	35

	<p>more years practicing as a lift mechanic (20 points).</p> <ul style="list-style-type: none"> <li>• 1, less, more or non-recognised SAQA recognised lift mechanic trade test certificates submitted, with less than 2 mechanics having 2 or more years practicing as a lift mechanic (0 points).</li> </ul>	
<p>National Engineering council of South Africa (ECSA) lift inspector accreditation</p>	<p><b>Part of the services to be provided requires an elevator/Escalator inspector. The recommended inspector can be independent, sub-contracted or employed by the organisation. A copy of the ECSA registered elevator/escalator inspector certificate and CV are to be attached.</b></p> <ul style="list-style-type: none"> <li>• 1 Lift inspector ECSA or ECSA recognised and equivalent (for foreign accreditation) certificate attached with 5 or more years as a registered lift inspector with ECSA (or ECSA recognised and equivalent organisation). (20 points)</li> <li>• 1 Lift inspector ECSA or ECSA recognised and equivalent (for foreign accreditation) certificate attached with 2 to under 5 years as a registered lift inspector with ECSA (or ECSA recognised and equivalent organisation). (15 points)</li> <li>• 1 Lift inspector ECSA or ECSA recognised and equivalent (for foreign accreditation) certificate attached with under 2 years as a registered lift inspector with ECSA (or ECSA recognised and equivalent organisation). (10 points)</li> <li>• No certificate attached (0 points)</li> </ul>	<p>20</p>

Technical Criteria	Sub-criteria	Points
<p>Service Levels and Performance - indicating all the response times, listing of scheduled repair/replacement of covered equipment, prompt response times, lines of communications, and safety testing.</p>	<p>Submit a detailed document how you would ensure that the emergency call out times detailed in the specification will be managed and adhered to. The following headings are required in the document. Attach proof of ownership/lease/access of the listed equipment. 0 points will be awarded if an equipment is mentioned without proof of ownership/lease/access. NB refer to annexure 1.</p> <ul style="list-style-type: none"> <li>• Service Availability (2 points).</li> <li>• Response Times to fault calls (2 points).</li> <li>• Fault rectification (2 points).</li> <li>• Incident reporting requirements (2 points).</li> <li>• Service monitoring reporting requirements (2 points).</li> <li>• Report not submitted (0 points)</li> </ul>	<p>10</p>
<p>Health and Safety</p>	<p>Does the relevant section of your organisation hold a recognised health and safety management systems certificate, for example OHSAS 18001 or equivalent?</p> <ul style="list-style-type: none"> <li>• If "Yes", enclose a copy of the certificate. (5 points)</li> <li>• If "No", please briefly describe what arrangements you have made to manage Health and Safety within your organisation and supply a copy of your health and safety policy. (5 points).</li> <li>• Not submitted (0)</li> </ul>	<p>5</p>



Technical Criteria	Sub-criteria	Points
Environmental Management and Added Value	<p><b>Does the relevant section of your organisation hold a recognised environmental management systems certificate, for example ISO 14001 or equivalent?</b></p> <ul style="list-style-type: none"> <li>• If <b>"Yes"</b>, please enclose a copy of the certificate. (5 points)</li> <li>• If <b>"No"</b>, please describe any actions your organisation currently undertakes to demonstrate a responsible attitude towards environmental management. (5 points)</li> </ul>	5
<b>TOTAL</b>		<b>100</b>

Comprehensive Curriculum Vitae's (CV) with certified copies of qualifications and professional registration of the staff who will be available for the duration of the contract must be attached.

In case where bidders submitted CV's of personnel from other companies, bidders must indicate if the personnel is sub-contracted or employed full time or part-time, and indicate the period of the engagement with the bidder. A signed agreement between two parties or an agreement between personnel and a company must be included with the proposal.

### **27. Bid Price Qualification**

- All bid prices must be specified on each item in figures. Price in figures must be acceptable in general accounting language.
- Prices quoted must include delivery costs. Furthermore, the bid prices must be in RSA currency and inclusive of Value Added Tax (VAT).
- Prices will remain firm for the first twelve (12) months of the contract period. Formal applications for price adjustments, based on the formula prescribed in the Treasury Regulations, and will only be considered after the first twelve months of the contract period.
- All price adjustment applications should be substantiated by documentary proof in respect of each factor.

Responsive Bids which have achieved the minimum qualification score for functionality will be evaluated further, using the 80/20 preference point system.

The total number of tender evaluation points shall be determined in accordance with the following formula.

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. The formula to be used for calculating points scored for price is the following:

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration and

$P_{\min}$  = Price of lowest acceptable tender

Points scored must be rounded off to the nearest 2 decimal places

#### **27.1 Award of the bid**

- This contract will be awarded in terms of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and its Regulations as well as the Limpopo Preferential Procurement Policy, 2005.
- Limpopo Department of Public Works, Roads and Infrastructure reserves the right to:-
  - a. Request further information from any bidder after the closing date,
  - b. Verify information and documentation of the respective bidder,
  - c. Not to award the bid to the lowest bidder

27.1. All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.

- Please take note that DPWRI is not bound to select any of the firms submitting proposals. DPWRI reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.
- Bid document shall be submitted in its original form with the attachments.
- Bidders should complete SBD forms (1, 3,3, 4 and 6,1)
- Bidders must be Tax compliant throughout the bidding stages.

- Failure to comply with Tax matters may result in the invalidation of the bid.
- Bidders must score a minimum of 75% (The minimum qualifying score that must be obtained for functionality in order for a Bid to be considered further should not be generic). It should be determined separately for each bid on a case-by-case basis.
- A valid Tax Compliance Status with Pin issued by SARS to the supplier/copy of Central Supplier Database (CSD)/ MA supplier Number must be submitted together with the bid.
- Intellectual property rights will belong to the LDPWRI
- Before any work can commence the service, level agreement must be signed by both parties (LDPWRI and the successful bidder) and an official order must be issued and should there be any dispute regarding the finalisation of the agreement, the LDPWRI reserves the right to cancel the contract with no cost implications for the LDPWRI.
- The evaluation of Bids can only be done on the basis of information required by the LDPWRI.
- Prospective suppliers and / or public entities interested in pursuing opportunities with the LDPWRI and within the South African government, should be registered on the National Treasury Central Supplier Database.
- Prospective suppliers and / or public entities must provide the LDPWRI with their CSD registration number on submission of their bid proposals including those of sub-contractors and/ or joint venture companies.
- The Department envisage to appoint one service provider for all the equipment in clusters mentioned below:
  - a) Mopani District
  - b) Sekhukhune District Offices
  - c) Vhembe District

## 28. Pricing Proposal

### PART A- ELEVATOR MAINTENANCE MONTHLY SERVICE COSTS BILL OF QUANTITIES

Item	Description	Unit	Quantity	Rate[R]	Amount[R]
<b>1.</b>	<b>Elevator Monthly Service</b>				
<b>1.1</b>	<b>Lebowakgomo Government Complex</b>				
1.1.1	Schindler 02/L00197 Legislature-Block 2 (4 Stops)	Month	36		
1.1.2	Schindler 02/L00198 Legislature-Block 3 (4 Stops)	Month	36		
1.1.3	Schindler 02/L00199 Legislature-Block 4 (4 Stops)	Month	36		
1.1.4	Otis 72401435 Government Complex-Block 1 (3 Stops)	Month	36		
1.1.5	Otis 72401436 Government Complex-Block 2 (3 Stops)	Month	36		
1.1.6	Otis 72401437 Government Complex-Block 3 (3 Stops)	Month	36		
1.1.7	Otis 72401438 Government Complex-Block 4 (3 Stops)	Month	36		
<b>1.2</b>	<b>Thohoyandou Government complex</b>				
1.2.1	Schindler 02/L062 Block D (3 Stops)	Month	36		
1.2.2	Schindler 02/L061 Parliament (3 Stops)	Month	36		
1.2.3	Schindler 02/L062 Block E (3 Stops)	Month	36		
1.2.4	Schindler 02/L062 Block F (3 Stops)	Month	36		
<b>1.3</b>	<b>Giyani Government complex</b>				
1.3.1	Schindler 10/L145 Agriculture (3 Stops)	Month	36		
1.3.2	Schindler 10/146 Education (3 Stops)	Month	36		
1.3.3	Schindler 10/147 Health (3 Stops)	Month	36		
1.3.4	Schindler 10/148 Transport (3 Stops)	Month	36		
1.3.5	Schindler 10/149 Public Works (3 Stops)	Month	36		
1.3.6	Schindler 10/L98 SARS (3 Stops)	Month	36		
1.4	Schindler L00184 Namagale Gov. Offices (3 Stops)	Month	36		
1.5	Schindler L00366 Nebo Cost Centre (4 Stops)	Month	36		
<b>20</b>	<b>Subtotal carried to final summary</b>				

**PART B-REPLACEMENT OF PARTS BILL OF QUANTITIES**

Item	Description	Unit	Qty	Rate[R]	Amount[R]
	<b>Replacement of parts including Materials, labour and transport</b>				
<b>1.</b>	<b>Elevator Cab Interior:</b>				
1.1	Panels and finishes	No.	1		
1.2	Flooring	No.	1		
1.3	Lighting fixtures	No.	1		
<b>2.</b>	<b>Doors and Door Operators:</b>				
2.1	Door panels	No.	1		
2.2	Door operators and motors	No.	1		
2.3	Door tracks and rollers	No.	1		
<b>3.</b>	<b>Control Systems:</b>				
3.1	Controller and circuit boards	No.	1		
3.2	Buttons and indicators	No.	1		
3.3	Wiring and connectors	No.	1		
<b>4.</b>	<b>Mechanical Components:</b>				
4.1	Traction machines and motors	No.	1		
4.2	Gearboxes	No.	1		
4.3	Sheaves and pulleys	No.	1		
4.4	Brake systems	No.	1		
<b>5.</b>	<b>Safety Devices:</b>				
5.1	Over-speed governors	No.	1		
5.2	Safety gears	No.	1		
5.3	Buffers	No.	1		
5.4	Emergency braking systems	No.	1		
<b>6.</b>	<b>Hydraulic Components (Hydraulic lifts)</b>				
6.1	Hydraulic pumps and motors	No.	1		
6.2	Oil tanks and reservoirs	No.	1		
6.3	Piping and fittings	No.	1		
<b>7.</b>	<b>Electrical Components:</b>				
7.1	Relays and contactors	No.	1		
7.2	Fuses and circuit breakers	No.	1		
7.3	Battery backup systems	No.	1		
<b>8.</b>	<b>Ropes and Chains:</b>				
8.1	Hoisting ropes	No.	1		
8.2	Compensation chains	No.	1		
<b>9.</b>	<b>Guide Rails and Shoes:</b>				
9.1	Guide rails	No.	1		
9.2	Guide shoes and rollers	No.	1		
<b>10.</b>	<b>Other Components:</b>				
10.1	Counterweights	No.	1		
10.2	Cabling and traveling cables	No.	1		
10.3	Sensors and switches	No.	1		
<b>11.</b>	<b>Entrapped passenger rescue training</b>	Per person	1		
<b>12.</b>	<b>Pit Water pumping</b>	Per pit	1		
<b>13.</b>	<b>Subtotal carried to final summary</b>				

**PART C-BILL OF QUANTITIES SUMMARY.**

NB: Include the total subtotals from PART A and PART B. The Total Including VAT is to be quoted in the form of offer.

Part	Description	Amount [R]
A	Elevator maintenance monthly service fee	
B	Once off replacement of parts	
	<b>Subtotal Excluding VAT</b>	
	<b>VAT @ 15%</b>	
	<b>Total including VAT</b>	

**ANNEXURE 1 – Performance Targets of Lifts**

NB: The contractor will be required to report on monthly basis

Ref	Service Items	Performance Targets
1.	<b>Service Availability of Accessible Lifts</b>	≥99%
2.	<b>Response Time to Fault Call</b> a. cases with trapped passengers b. stoppages without trapped passenger	<30 minutes <sup>1</sup> < 1 hour
3.	<b>Fault Rectification</b> a. urgent fault <sup>2</sup> b. non-urgent fault	<24 hours <3 days
4.	<b>Fault Reporting</b> a. routine inspections, calls logged, repairs b. major incidents	≤24 hours ≤48 hours
5.	<b>Operational and Governance Reporting</b> c. monthly reports	≤2 days after end of the month

<sup>1</sup> For the performance targets on response time to fault call, the compliance level is 95% for all cases.

<sup>2</sup> Urgent fault calls refers to system or equipment failure bearing safety implication or seriously affecting the operation of the whole venue or substantial part of the venue. Faults other than urgent ones are treated as non-urgent.

**ANNEXURE 2 – Maintenance Schedule for Accessible Lifts**

Schedule No.	Description of Task
<b>Monthly Service</b>	
1.	<ul style="list-style-type: none"> <li>a) Check levelling operation. Clean and adjust levelling switches, hoist way vanes, magnets, and inductors. Repair and/or adjust for proper levelling.</li> <li>b) Check hoist way doors. Clean, lubricate car door or gate tracks, hangers and up thrust eccentrics, linkages jibs and interlocks.</li> <li>c) Clean, adjust and lubricate car door or gate tracks, pivots, hangers.</li> <li>d) On hoist way doors, clean, lubricate and adjust tracks, hangers and eccentrics, linkages jibs and interlocks.</li> <li>e) Inspect all fastening and ropes for wear and lubrication. Clean both governors, hoist ropes, lubricate hoist ropes, and lubricate hoist ropes if needed. Inspect all rope hitches and shackles and equalize rope tension.</li> <li>f) Inspect hoist reduction gear brake and brake drum, drive sheave and motor, and any bearing wear.</li> <li>g) Inspect safety parts, pivots, setscrew, switches, etc. Check necessary.</li> <li>h) In the pit, lubricate compensating sheave and inspect hitches. Inspect governor and tape tension sheave fastenings. Empty clean oil drip pans.</li> <li>i) Clean all parts of safeties and lubricate moving parts to assure their proper operation. Check and adjust clearance between safety jaws and guide rails.</li> <li>j) Visually inspect all safety parts.</li> <li>k) Clean and examine governor rope, replacing, if needed. (Do not lubricate governor rope)</li> <li>l) Check controller. Clean with blower, check alignment of switches, relays, timers, contracts, hinge pins, etc. adjust and lubricate.</li> <li>m) Check all resistance tubes and grids.</li> <li>n) Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses, holders, and all controller connections.</li> <li>o) Inspect sheaves to ensure they are tight on shafts. Sound spokes and rim with hammer for cracks.</li> <li>p) Check car stile channels for bends or cracks; also, car frame, cams, supports and car steadying plates.</li> <li>q) Lubricate moving parts or vertical rising or collapsible car gates. Check pivot points, sheaves, guides and track wear.</li> </ul>