

C1.2 CONTRACT DATA

The Conditions of Contract are the NEC3 Engineering and Construction Contract – Option B: Priced contract with bill of quantities (Edition of April 2013) copies of which may be obtained from the South African Institute of Civil Engineering (telephone: 011 805 5947) or Engineering Contract strategies (telephone 011 803 3008)

The NEC3 Engineering and Construction Contract makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

Each item of data given below is cross-referenced to the clause in the NEC3 Engineering and Construction Contract to which it mainly applies.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract Pre-Bid information are applicable to this Contract:

Clause		
1	General	
	Conditions of Contract	The conditions of contract are the core clauses and the clauses for main option B , dispute resolution option W1 and Secondary options X1, X2, X5, X7, X13, X15, X16, X17, X18 and Z of the NEC 3 Engineering and Construction Contract April 2013.
	The Work	
10.1	The Employer	FREE STATE DEPARTMENT OF HEALTH Physical address: Cnr Charlotte Maxeke & Harvey Rd Bloemfontein 9300 Postal address: P O Box 227 Bloemfontein 9300
10.1	The Project Manager	Name: Mr CA Skibbe Address: Free State Department of Health Cnr Charlotte Maxeke & Harvey Road Bloemfontein 9300
10.1	The Supervisor	Name: Mr T Tau Address: Free State Department of Health Cnr Charlotte Maxeke & Harvey Road Bloemfontein 9300
	The Works Information:	
	The Site Information:	Various facilities in the Free State DEPARTMENT OF HEALTH
	The boundaries of the site are	Free State DEPARTMENT OF HEALTH
	The language of this contract is	English
	The law of the contract is the law of	Republic of South Africa

	The period for reply is	7 working days
	The Adjudicator nominating body is	SAICE
	The tribunal is	.....
	The following matters will be included in the risk register:	
2	The Contractor's main responsibilities	
	No data required for this section of the condition of contract	
3	Time	
30.1	<i>The starting date is</i>	
30.1	<i>The access dates are:</i>	
32.2	<i>The Contractor submits revised programmes at intervals no longer than weeks</i>	
4	Testing and Defects	
	<i>The defects date is ...52.... Weeks after completion of the whole of the works</i>	
	<i>The defect correction period is...2...weeks</i>	
5	Payment	
	<i>The currency of this contract is the Rand</i>	
	<i>The assessment interval is.....weeks</i>	
	<i>The interest rate is.....% per annum (not less than 2) above the.....rate of the.....bank.</i>	
6	Compensation Events	
	<i>The place where weather is to be recorded is</i>	
	<i>The weather measurements to be recorded for each calendar month are:</i> • the accumulative rainfall (mm) • the number of days with rainfall more than 10mm • the number of days with minimum air temperature less than 0 degrees Celsius • the number of days with snow lying at .....hours.	
	<i>The weather data are the records of past weather measurements for each calendar month which were recorded at</i>	
7	Title	
	No data required for this section of the condition of contract	
8	Risk and Insurance	
84.2	<i>The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant and materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the contractor) caused by activity in connection with this contract for any one event is</i>	
84.2	<i>The minimum limit of indemnity for insurance in respect of loss of death of or for bodily injury to employees of the contractor arising out of and in course of their employment in connection with this contract for any one event is</i>	
9	Termination	
	No data required for this section of the conditions of contract	
10	Data for main option clause	
B.	<i>Priced contract with bill of quantities</i>	
11.2(21)	<i>The activity schedule in Part C2.2: Activity Schedule</i>	
11.2(31)	<i>The bided total of the Prices is in Part C1.1: Form of Offer Acceptance</i>	
11	Data for Option W1	
W1.1	<i>The Adjudicator is appointed when a dispute arises.</i>	
W1.2(3)	<i>The adjudicator nominating body is the president of the South African Institution of Civil Engineering</i>	
W1.4(2)	<i>The tribunal is a South African court of law</i>	
12	Data for secondary Option clauses	

X1	Price adjustment for inflation		
X1.1(a)	The base date for indices is		
X2	Changes in the law		
	No data required for this Option		
X5 & X7	Sectional Completion and delay damages used together		
X7.1	Delay damages for each section of the are:		
X5.1	<u>Section per day</u>	<u>Description</u>	<u>Amount</u>
	1.....	.....	.....
	2.....	.....	.....
	3.....	.....	.....
X7	Delay damages (but not if option X5 is also used)		
X7.1	Delay damages for completion of the whole of the works are .....per day		
X13	Performance bond		
X13.1	The amount of the performance bond is.....		
X15	Limitation of Contactor's liability for design to reasonable skill and care		
	No data required for this Option		
X16	Retention		
X16.1	The retention fee amount is		
X16.1	The retention percentage is.....		
X17	Low performance damages		
X17.1	The amount for low performance damages are:		
	<u>Amount</u>	<u>Performance level</u>	
	For .....	.....	
	for .....	.....	
	for .....	.....	
X18	Limitation of liability		
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to		
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to.....		
X18.3	The Contractor's liability for Defects to his design which are not listed on the Defects Certificate is limited to		
X18.4	The Contractor's total liability to the Employer for all matters arising under or in connection with this contract, other than excluded matters, is limited to		
X18.5	The end of liability date is..... years after the Completion of the whole of the works.		
Z	Additional conditions of contract		
Z1	The additional conditions of contract are		
	1		
	2		
	3		

PART 2: DATA PROVIDED BY THE CONTRACTOR

The following contract Post-Bid Information are applicable to this contract.

Clause	Data
10.1	The Contractor is Name Address Telephone: Facsimile:
11.2(8)	The <i>direct fee percentage</i> is%
11.2(8)	The <i>subcontracted fee percentage</i> is%
11.2(18)	The <i>working areas</i> are the Site and
24.1	The key people are
	1 Project Director Name Job Responsibilities Qualifications Experience 2 Site Agent Name Job Responsibilities Qualifications Experience
11.2(14)	The following matters will be included in the Risk Register
11.2(19)	The Works information for the <i>Contractor's design</i> is in
31.1	The programme identified in the Contract Data is
11.2(3)	The <i>completion date</i> for the whole of the works is 60 months after the <i>starting date</i> . The <i>bill of quantities</i> is.....
	The bided total of the Prices is
	Data for the Shorter Schedule of Cost Components
41	The percentage for people overheads is%
21	The published list of Equipment is the last edition of the list published by
21	The percentage for adjustment for Equipment in the published list is% (state plus or Minus)
22	The rates for other Equipment are

	Equipment 	Size/Capacity 	Rate
61	The hourly rates for Defined Cost of design outside the Working Areas are <u>Category of employee</u> Professional engineer or Professional engineering technologist Technically qualified staff Draughts person <u>hourly rate</u> Not applicable. Part of cost. 		
62	The percentage for design overheads is%		
63	The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are 		

C1.3 FORM OF GUARANTEE

PRO FORMA

BID NO: DOH (FS) 03/2023/2024: REPLACEMENT, MAINTENANCE, REPAIRS OF LIFT AND RESPONSE TO CALL-OUTS AT VARIOUS HEALTH FACILITIES WITHIN FREE STATE DEPARTMENT OF HEALTH.

WHEREAS FREE STATE DEPARTMENT OF HEALTH (hereinafter referred to as "the Employer") entered into, a Contract with

_____ (hereinafter called "the Contractor") on the _____ day of _____ 20____ for the construction of _____ at _____

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND

WHEREAS

_____ has/have at the request of the Contractor, agreed to give such guarantee;

NOW

THEREFORE

WE,

_____ do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-Principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.

4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the sum of

_____ (R _____)

The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

~~We hereby choose our address for the serving of all notices for all purposes arising here from as~~

IN WITNESS WHEREOF this guarantee has been executed by us at

on this _____ day of _____ 20_____

As witnesses:

1. _____ Signature _____

2. _____ Signature _____

Duly authorized to sign on behalf of

Address

C1.4 AGREEMENT IN TERMS OF THE OCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

THIS AGREEMENT made at

on this the _____ day of _____ in the year

between **THE FREE STATE DEPARTMENT OF HEALTH** (hereinafter called "the **Employer**")
of the one part, herein represented by

in his capacity as

and

(hereinafter called "the **Mandatory**") of the other part, herein represented by

in his capacity as

WHEREAS the Employer is desirous that certain works be constructed, viz REPLACEMENT, MAINTENANCE, REPAIRS OF LIFT AND RESPONSE TO CALL-OUTS AT VARIOUS HEALTH FACILITIES WITHIN FREE STATE DEPARTMENT OF HEALTH.

and has accepted a Bid by the Mandatory for the construction, completion and maintenance of such Works and whereas the Employer and the Mandatory have agreed to certain arrangements and procedures to be followed in order to ensure compliance by the Mandatory with the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993);

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

- 1 The Mandatory shall execute the work in accordance with the Contract Documents pertaining to this Contract.
- 2 This Agreement shall hold good from its Commencement Date, which shall be the date of a written notice from the Employer or Engineer requiring him to commence the execution of the Works, to either
 - (a) the date of the Final Approval Certificate issued in terms of Clause 52.1 of the General Conditions of Contract (hereinafter referred to as "the GCC"),
 - (b) the date of termination of the Contract in terms of Clauses 54, 55 or 56 of the GCC.
- 3 The Mandatory declares himself to be conversant with the following:

- (a) All the requirements, regulations and standards of the Occupational Health and Safety Act (Act 85 of 1993), hereinafter referred to as "The Act", together with its amendments and with special reference to the following Sections of the Act:
 - (i) Section 8 : General duties of employers to their employees;
 - (ii) Section 9 : General duties of employers and self-employed persons to persons other than employees;
 - (iii) Section 37 : Acts or omissions by employees or mandataries, and
 - (iv) Subsection 37(2) relating to the purpose and meaning of this Agreement.
 - (b) The procedures and safety rules of the Employer as pertaining to the Mandatory and to all his subcontractors.
- 4 In addition to the requirements of Clause 33 of the GCC and all relevant requirements of the above-mentioned Volume 3, the Mandatory agrees to execute all the Works forming part of this Contract and to operate and utilise all machinery, plant and equipment in accordance with the Act.
- ~~5 The Mandatory is responsible for the compliance with the Act by all his subcontractors, whether or not selected and/or approved by the Employer.~~
- 6 *The Mandatory warrants that all his and his subcontractors' workmen are covered in terms of the Compensation for Occupational Injuries and Diseases Act, 1993 which cover shall remain in force whilst any such workmen are present on site. A letter of good standing from the Compensation Commissioner to this effect must be produced to the Employer upon signature of the agreement.*
- 7 The Mandatory undertakes to ensure that he and/or subcontractors and/or their respective employers will at all times comply with the following conditions:
- (a) The Mandatory shall assume the responsibility in terms of Section 16.1 of the Occupational Health and Safety Act. The Mandatory shall not delegate any duty in terms of Section 16.2 of this Act without the prior written approval of the Employer. If the Mandatory obtains such approval and delegates any duty in terms of section 16.2 a copy of such written delegation shall immediately be forwarded to the Employer.
 - (b) All incidents referred to in the Occupational Health and Safety Act shall be reported by the Mandatory to the Department of Labour as well as to the Employer. The Employer will further be provided with copies of all written documentation relating to any incident.
 - (c) The Employer hereby obtains an interest in the issue of any formal inquiry conducted in terms of section 32 of the Occupational Health and Safety Act into any incident involving the Mandatory and/or his employees and/or his subcontractors.

In witness thereof, the parties hereto have set their signatures hereon in the presence of the subscribing witnesses:

SIGNED FOR AND ON BEHALF OF THE DOH:

WITNESS 1

NAME 1
(IN CAPITALS)

SIGNED FOR AND ON BEHALF OF THE MANDATORY:

WITNESS 1

NAME 1
(IN CAPITALS)

**CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF
OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)**

The signatory for the company that is the Contractor in terms of the above-mentioned Contract and the Mandatory in terms of the above-mentioned Act shall confirm his or her authority thereto by attaching to this page a duly signed and dated copy of the relevant resolution of the Board of Directors.

An example is given below:

"By resolution of the Board of Directors passed at a meeting held on _____
20.....,

Mr/Ms _____ whose
signature

appears below, has been duly authorised to sign the AGREEMENT in terms of THE OCCUPATIONAL
HEALTH

AND SAFETY ACT, 1993 (ACT 85 of 1993) on behalf of _____

SIGNED ON BEHALF OF THE COMPANY:

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS 1

NAME 1
(IN CAPITALS)

**REPLACEMENT, MAINTENANCE, REPAIRS OF LIFT AND RESPONSE TO CALL-OUTS
AT VARIOUS HEALTH FACILITIES WITHIN FREE STATE DEPARTMENT OF
HEALTH.**

PART C2 PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition) as amended in the Scope of Works and the provisions of Option B: Priced contract with bill of quantities of the NEC3 Engineering and Construction Contract read in conjunction with the Contract Data. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the COLTO Standard Specification for Road and Bridge Works for State Authorities.
2. The units of measurement described in this Bill of Quantities are metric units. Abbreviations used in this Bill of Quantities are as follows:
3. For the purpose of these Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the COLT Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bill of Quantities but the quantity of work of which is not measured in any units.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the Bill of Quantities, unless otherwise stated in the Scope of Work, are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published before the closing date for bids. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. The prices and rates in this Bill of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.

7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount bided such items.
8. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
9. The quantities set out in these Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in this Bill of Quantities.
10. Reasonable compensation will be received where no pay item appears in the Bill of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
- ~~11. The short descriptions of the items of payment given in these Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.~~
12. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the COLTO Standard Specification for Road and Bridge Works for State Authorities (1998 edition).
13. The contractor shall bear all the costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his own cost any additional facilities outside the Site required for the purposes of the Works.

C2.2 BILL OF QUANTITIES

Attached in the specification document as Part C3.6

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PART C3 SCOPE OF WORKS

PART C4 SITE INFORMATION

PART C5 DRAWINGS

Attached in the specification document as Part C3, 4 & 5

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PART C6 CRITERIA FOR EVALUATION FUNCTIONALITY

The bid will be evaluated on **Functionality**. Entities must score a minimum of 70% on functionality to qualify for further evaluation. 90/10 Preference Point System in line with Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) will be applicable.

a) Technical Evaluation (Functionality)

The technical criteria and maximum score in respect of each of criteria shall be as follows:

CRITETIA FOR FUNCTIONALITY	PROOF TO BE ATTACHED	MAXIMUM POINTS
A. CAPACITY TO INSTALL OR REPLACE NEW LIFTS		
In order to qualify, bidders will have to demonstrate their capacity / ability to execute the works needed (Installation of New and/or replacement of lifts). Bidder must showcase the capacity that they have undertaken the work of this magnitude previously. This is linked to the value ranges within the needed CIDB grading 6SI PE and or 7SI 1. Non-submission of appointment letter = 0 2. Appointment letters or Order(s), with the cumulative value between: R 10 million and R20 million = 5 3. Appointment letter(s) or Oder(s) with the cumulative value: Above R 20 million = 7.5	Supporting document required to support the claims. Appointment letter(s) issued within the last 8 years indicating the following: Appointment letter(s) or Order(s) and corresponding completion certificates or payment stubs equivalent to the amount of the appointment letter(s). Appointment letter(s) must indicate the following: • Office/Letterhead of the Client/Department • Value of the project • Date of Appointment • Contactable Reference Appointment Letter(s) or Order(s) attached must have been issue within the last 8 years (From 2015 onwards).	7.5
B. CAPACITY MAINTENANCE PROJECTS		

In order to qualify, bidders will have to demonstrate their capacity / ability to execute the works needed (maintenance of lifts). Bidder must showcase the capacity that they have undertaken the maintenance equivalent to the bid value range of 6SI PE and or 7SI Bidder will have to demonstrate their capacity / ability to execute the works needed (Maintenance and Service of lifts) 1. Non-submission of appointment letter = 0 2. Appointment letters or Oder(s) with the cumulative value between: R 2 million and 6 million = 5 3. Appointment letters or Order(s) with the cumulative value: Above R 6 million = 7.5	Supporting document required to support the claims. Appointment letter(s) issued within the last 8 years indicating the following: Appointment letter(s) or Order(s) and corresponding completion certificates or payment stubs equivalent to the amount of the appointment letter(s). Appointment letter(s) or Order(s) must indicate the following: • Office/Letterhead of the Client/Department • Value of the project • Date of Appointment • Contactable Reference	7.5
C. REFERENCE LETTERS LINKED TO NEW INSTALLATION OR REPLACEMENT OF LIFTS	Appointment Letter(s) or Order(s) attached must have been issue within the last 8 years (From 2015 onwards).	
The bidder must attach traceable reference(s) of the previous client(s) serviced. Reference letter(s) must indicate Performance Standards (Excellent, Good, Fair, Poor) 1. Non-submission or Reference Letter(s) not showing Performance Standard = 0 2. Reference letter(s) indicating Fair = 3 3. Reference letter(s) indicating Good = 5 4. Reference letter(s) indicating Excellent = 7.5	The bidder must attach reference letter(s) corresponding with Appointment Letter(s) or Order(s) attached under "A" above. Reference letters must include contactable details, description of service rendered and performance standard (Excellent, Good, Fair, Poor). Reference letter(s) attached must of the work done within the last 8 years (From 2015 onwards).	7.5
D. REFERENCE LETTERS LINKED TO MAINTANACE OR SERVICING OF LIFTS		

The bidder must attach traceable reference(s) of the previous client(s) serviced. Reference letter(s) must indicate Performance Standards (Excellent, Good, Fair, Poor) Non-submission or Reference Letter(s) not showing Performance Standard = 0 - Reference letter(s) indicating Fair = 3 - Reference letter(s) indicating Good = 5 - Reference letter(s) indicating Excellent = 7.5	The bidder must attach reference letter(s) corresponding with Appointment Letter(s) or Order(s) attached under "B" above Reference letters must include contactable details, description of service rendered and performance standard (Excellent, Good, Fair, Poor). Reference letter(s) attached must of the work done within the last 8 years (From 2015 onwards).	7.5
E. QUALITY MANAGEMENT		
Bidders will have to show their Quality Management Plan over the duration of the contract. Bidders to submit the Quality Management Plan document - Non-submission = 0 - Quality Management Plan (excluding Spare Parts Management Plan) = 3 - Quality Management Plan (including Spare Parts Management Plan) = 5	Bidders must submit a Quality Management Plan indicating the Service Standards, Quality Assurance and Spare Parts Management Plan.	5
F. INDEMNITY INSURANCE		
The bidder must attach indemnity insurance cover for an amount of not less than Ten million (R10 000 000) - Non-submission = 0 - Indemnity insurance = 10	Bidders must submit an indemnity insurance cover against liability for death of or injury to the employees, Agents or Representatives including public liability by stature and common law and insurance for occurrences of which the insurance cover be for an amount of R10 000 000	10
G. METHODOLOGY		
Approach reflecting specific lifts operations while working on the others lifts	The bidders to provide maintenance schedules prescribed by OEM or SANS 50081.	5
H. STAFF QUALIFICATIONS AND EXPERIENCE		

Projects Successfully Completed	Points Allocation
A: Capacity New/Replacement Projects	10 points
B: Capacity Maintenance Projects	10 points
C: Reference letters New/Replacement Projects	10 points
D: Reference letters Maintenance Projects	10 points
E: Quality management	5 points
F: Indemnity insurance	10 points
G: Methodology	5 points
H: Staff Qualifications and Experience	50 points
Maximum Points	100 points

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PART C7 : SPECIFIC GOALS

Specific goal	Applicable weight	Evidence to be submitted by the supplier to substantiate the points claimed/allocated per specific goal (NB: Any of the evidence indicated below per specific goal should be regarded as sufficient). Certified copies must be submitted with the bid document.
EME or QSE	2	- Sworn affidavit signed by the EME or QSE representative and attested by a Commissioner of oaths - A certified copy of a BB-BEE certificate issued by the verification agency accredited by SANAS - Proof of B-BBEE issued by DTIC
Woman	3	- RSA identity document - Valid RSA driver's license issued by the relevant authority
Youth	2	- RSA identity document - Valid RSA driver's license issued by the relevant authority (NB: Youth is defined as any south African citizen with the age between 18 and 35 years)
People with disability	1	Sworn affidavit signed by the company representative and attested by the Commission of oaths
Free State based company	2	- Municipal Account - Lease agreement - Title deeds - Permission to occupy land signed by the traditional authority - A letter of confirmation of the address signed by the ward councillor

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PART C7 : SPECIFIC GOALS

Specific goal	Applicable weight	Evidence to be submitted by the supplier to substantiate the points claimed/allocated per specific goal (NB: Any of the evidence indicated below per specific goal should be regarded as sufficient). Certified copies must be submitted with the bid document.
EME or QSE	2	- Sworn affidavit signed by the EME or QSE representative and attested by a Commissioner of oaths - A certified copy of a BB-BEE certificate issued by the verification agency accredited by SANAS - Proof of B-BBEE issued by DTIC
Woman	3	- RSA identity document - Valid RSA driver's license issued by the relevant authority
Youth	2	- RSA identity document - Valid RSA driver's license issued by the relevant authority (NB: Youth is defined as any south African citizen with the age between 18 and 35 years)
People with disability	1	Sworn affidavit signed by the company representative and attested by the Commission of oaths
Free State based company	2	- Municipal Account - Lease agreement - Title deeds - Permission to occupy land signed by the traditional authority - A letter of confirmation of the address signed by the ward councillor

BILL 1 PELONOMI HOSPITAL

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Detailed Work All equipment is to be repaired, serviced and maintained strictly in accordance with the manufacturers specifications and to meet the requirements of the Engineer.				
1.1	P & Gs including OHS Act 85 of 1993 as amended requirements	Item	1		
1.2	Major Service				
	a) Provide major service to all lifts (see Section C3.1)	No.	24		
	b) Provision for providing, conducting and issuing of Annexure B	Item	63		
1.3	Comprehensive Maintenance				
	a) Provide mandatory maintenance as per OHS ACT 85 of 1983				
	72BE9122	Mths	60		
	72BE9123	Mths	60		
	72BE9126	Mths	60		
	72BE9127	Mths	60		
	72BE9128	Mths	60		
	72BE9129	Mths	60		
	72BE9130	Mths	60		
	72BE9131	Mths	60		
	72BE9132	Mths	60		
	72BE9133	Mths	60		
	72BE9134	Mths	60		
	72BE9135	Mths	60		
	72BE9136	Mths	60		
	72BE9137	Mths	60		
	72BE9138	Mths	60		
	72BE9139	Mths	60		
	72BE9140	Mths	60		
	72BE9141	Mths	60		
	72BE9142	Mths	60		
	72BE9143	Mths	60		
	72BE9144	Mths	60		
1.4	Allowance for general Repairs (Strictly under the Discretion of the Engineer)	Item	1	R500,000	
1.5	Allowance for spare parts (Service provider shall provide a list of spare parts according to the lift brand)	Item	1	R500,000	

ATTACHED IS THE DETAIL SPECIFICATION

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.6	New Lifts				
1.6.1	a) Supply and Install complete new lifts as per SANS 50081-1	No.	16	R	R
	Lift 1 Block M				
	Lift 5 Block K				
	Lift 6 Block K				
	Lift 7 Block K				
	Lift 8 Block I				
	Lift 9 Block I				
	Lift 12 Block I				
	Lift 13 Block I				
	Lift 14 Main Passage				
	Lift 15 Old Theatre				
	Lift 16 Netcare				
	Lift 18 Block E				
	Lift 19 Block E				
	Lift 22 Block E				
	Lift 23 Block E				
	Lift 24 Block E				
1.6.2	Builder's Work				
1.6.3	Additional Tests				
1.6.4	12 months Free Maintenance as specified (all lifts)				
1.6.5	Maintenance Manuals and Keys as specified				
1.6.6	Amount and Demonstration of Foreign Currency				
	Date:				
	Currency Exchange Rate Amount				
					
					
	Total Rand value of the Foreign Currency				
	SUB-TOTAL				R
	ADD 10% CONTINGENCY				R
TOTAL BILL 1 CARRIED TO SUMMARY:					

SUMMARY OF BILL OF QUANTITIES: PELONOMI HOSPITAL	
TOTAL BILL NO.:1	R
VAT 15%	R
GRAND TOTAL	R

BILL OF QUANTITIES

BILL 1 UNIVERSITAS HOSPITAL

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Detailed Work				
	All equipment is to be repaired, serviced and maintained strictly in accordance with the manufacturers specifications and to meet the requirements of the Engineer.				
1.1	P & Gs including OHS Act 85 of 1993 as amended requirements	Item	1		
1.2	Major Service				
	a) Provide major service to all lifts	No.	18		
	b) Provision for providing conduct and issuing of Annexure B	No.	54		
1.3	Comprehensive Maintenance				
	a) Provide mandatory maintenance as per OHS ACT 85 of 1983				
	Lift BFE 105 (Nurse's A)	Mths	60		
	Lift BFE 106 (Nurse's B)	Mths	60		
	Lift BFE 107 (Nurse's C)	Mths	60		
	Lift BFE 132 (Dr's A)	Mths	60		
	Lift BFE 133 (Dr's B)	Mths	60		
	Lift BFE 457	Mths	60		
	Lift BFE 458	Mths	60		
	New Kone	Mths	60		
	Lift BFE 63 (H)	Mths	60		
	Lift BFE 64 (J)	Mths	60		
	Lift BFE 65 (K)	Mths	60		
	Lift BFE 66 (L)	Mths	60		
	Lift A	Mths	60		
	Lift B	Mths	60		
	Lift C	Mths	60		
	Lift D	Mths	60		
	Lift E	Mths	60		
	Lift FD	Mths	60		
1.4	Allowance for general Repairs (Strictly under the Discretion of the Engineer)	Item	1	R400,000	
1.5	Allowance for spare parts (Service provider shall provide a list of spare parts according to the lift brand)	Item	1	R500,000	

CARRIED FORWARD

84

BILL OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.6	New Lifts				
1.6.1	a) Supply and Install complete new lifts as per SANS 50081 - 1.	No.	11	R	R
	Lift BFE 105 (Nurse's A)				
	Lift BFE 106 (Nurse's B)				
	Lift BFE 107 (Nurse's C)				
	Lift BFE 132 (Dr's A)				
	Lift BFE 133 (Dr's B)				
	Lift BFE 457				
	Lift BFE 458				
	Lift BFE 63 (H)				
	Lift BFE 64 (J)				
	Lift BFE 65 (K)				
	Lift BFE 66 (L)				
1.6.2	Builder's Work	Item	1		
1.6.3	Additional Tests	Item	1		
1.6.4	12 months Free Maintenance as specified (all lifts)	Item	1		
1.6.5	Maintenance Manuals and Keys as specified	Item	1		
1.6.6	Amount and Demostration of Foreign Currency				
	Date:				
	Currency Exchange Rate Amount				
	Total Rand value of the Foreign Currency				
	SUB-TOTAL				R
	ADD 10% CONTENGENCY				R
TOTAL BILL 2 CARRIED TO SUMMARY :					

CARRIED FORWARD

85

BILL 2 NATIONAL HOSPITAL

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Detailed Work				
	All equipment is to be repaired, serviced and maintained strictly in accordance with the manufacturers specifications and to meet the requirements of the Engineer.				
2.1	P & Gs including OHS Act 85 of 1993 as amended requirements	Item	1		
2.2	Major Service				
	a) Provide major service to all lifts (see Section C3.1)	No.	6		
	b) Provision for providing conduct and issuing of Annexure B	No.	18		
2.3	Comprehensive Maintenance				
	a) Provide mandatory maintenance as per OHS ACT 85 of 1983				
	Lift 1 Main hospital	Mths	48		
	Lift 2 Main hospital	Mths	48		
	Lift 3 Main hospital	Mths	60		
	Lift 4 Main hospital	Mths	60		
	Lift FSL20-88 White Block	Mths	60		
	Lift FSL20 89 White Block	Mths	60		
2.4	Allowance for general Repairs (Strictly under the Discretion of the Engineer)	Item	1	R100,000	
2.5	Allowance for spare parts (Service provider shall provide a list of spare parts according to the lift brand)	Item	1	R100,000	
2.6	New Lifts				
2.6.1	a) Supply and Install complete new lifts as per SANS 50081 - 1	No.	2	R	R
	Lift 1 Old Main hospital				
	Lift 2 Old Main hospital				
2.6.2	Builder's Work	Item	1		
2.6.3	Additional Tests	Item	1		
2.6.4	12 months Free Maintenance as specified (all lifts)	Item	1		
2.6.5	Maintenance Manuals and Keys as specified	Item	1		
2.6.6	Amount and Demostration of Foreign Currency				
	Date:				
	Currency Exchange Rate Amount				
	Total Rand value of the Foreign Currency				
TOTAL BILL 2 CARRIED TO SUMMARY :					R

BILL 3 FSSON-ADMINISTRATION BLOCK

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Detailed Work				
	All equipment is to be repaired, serviced and maintained strictly in accordance with the manufacturers specifications and to meet the requirements of the Engineer.				
3.1	P & Gs including OHS Act 85 of 1993 as amended requirements	Item	1		
3.2	Major Service				
	a) Provide major service to all lifts (see Section C3.1)	No.	2		
	b) Provision for providing conduct and issuing of Annexure B	No.	6		
3.3	Comprehensive Maintenance				
	a) Provide mandatory maintenance as per OHS ACT 85 of 1983				
	Lift no.1 - FSSON Administration building	Mths	60		
	Lift no.2 - FSSON Administration building	Mths	60		
3.4	Allowance for general Repairs (Strictly under the Discretion of the	Item	1	R70,000	
3.5	Allowance for spare parts (Service provider shall provide a list of spare parts according to the lift brand)	Item	1	R70,000	
TOTAL BILL 3 CARRIED TO SUMMARY :					R

BILL 4 FSSON-STUDENT BLOCK

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Detailed Work				
	All equipment is to be repaired, serviced and maintained strictly in accordance with the manufacturers specifications and to meet the requirements of the Engineer.				
4.1	P & Gs including OHS Act 85 of 1993 as amended requirements	Item	1		
4.2	Major Service				
	a) Provide major service to all lifts (see Section C3.1)	No.	2		
	b) Provision for providing conduct and issuing of Annexure B	No.	6		
4.3	Comprehensive Maintenance				
	a) Provide mandatory maintenance as per OHS ACT 85 of 1983.				
	Lift no.1 - FSSON Student building	Mths	48		
	Lift no.2 - FSSON Student building	Mths	48		
4.4	Allowance for general Repairs (Strictly under the Discretion of the Engineer)	Item	1		
4.5	Allowance for spare parts (Service provider shall provide a list of spare parts according to the lift brand)	Item	1		
4.6	New Lifts				
4.6.1	a) Supply and Install complete new lifts as per SANS 50081 - 1	No.	2	R	R
	Lift no.1 - FSSON Student building				
	Lift no.2 - FSSON Student building				
4.6.2	Builder's Work	Item	1		
4.6.3	Additional Tests	Item	1		
4.6.4	12 months Free Maintenance as specified (all lifts)	Item	1		
4.6.5	Maintenance Manuals and Keys as specified	Item	1		
4.6.6	Amount and Demostration of Foreign Currency				
	Date:				
	Currency Exchange Rate Amount				
	Total Rand value of the Foreign Currency				
TOTAL BILL 4 CARRIED TO SUMMARY :					R



BILL 5 ALBERT NZULA HOSPITAL

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Detailed Work				
	All equipment is to be repaired, serviced and maintained strictly in accordance with the manufacturers specifications and to meet the requirements of the Engineer.				
5.1	P & Gs including OHS Act 85 of 1993 as amended requirements	Item	1		
5.2	Major Service				
	a) Provide major service to all lifts (see Section C3.1)	No.	1		
	b) Provision for providing conduct and issuing of Annexure B	No.	3		
5.3	Comprehensive Maintenance				
	a) Provide mandatory maintenance as per OHS ACT 85 of 1983				
	Lift no.1 (Sensor) - Albert Nzula Hospital	Mths	60		
5.4	Allowance for general Repairs (Strictly under the Discretion of the Engineer)	Item	1	R20,000	
5.5	Allowance for spare parts (Service provider shall provide a list of spare parts according to the lift brand)	Item	1	R30,000	
TOTAL BILL 5 CARRIED TO SUMMARY :					R

BILL 6 BLOEMFONTEIN FORENSIC MORTUARY

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Detailed Work				
	All equipment is to be repaired, serviced and maintained strictly in accordance with the manufacturers specifications and to meet the requirements of the Engineer.				
6.1	P & Gs including OHS Act 85 of 1993 as amended requirements	Item	1		
6.2	Major Service				
	a) Provide major service to all lifts (see Section C3.1)	No.	1		
	b) Provision for providing conduct and issuing of Annexure B	No.	3		
6.3	Comprehensive Maintenance				
	a) Provide mandatory maintenance as per OHS ACT 85 of 1983				
	Lift 1: Paraplegic lift	Mths	60		
6.4	Allowance for general Repairs (Strictly under the Discretion of the Engineer)	Item	1	R20,000	
6.5	Allowance for spare parts (Service provider shall provide a list of spare parts according to the lift brand)	Item	1	R20,000	
TOTAL BILL 6 CARRIED TO SUMMARY :					R

SUMMARY OF BILL OF QUANTITIES: REPAIRS, MAINTENANCE AND NEW INSTALLATION

TOTAL BILL NO. 2 : NATIONAL	R
TOTAL BILL NO. 3 : FSSON ADMIN	R
TOTAL BILL NO. 4 : FSSON STUDENT BLOCK	R
TOTAL BILL NO. 5 : ALBERT NZULA	R
TOTAL BILL NO. 6 : BFN FORENSIC MORTUARY	R
Sub-Total	
ADD 10% CONTENGENCY	R
ADD BILL NO.1 : UNIVERSITAS	R
TOTAL	R
VAT (15%)	R
GRAND TOTAL	R

BILL OF QUANTITIES

BILL 1 MANAPO HOSPITAL

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Detailed Work				
	All equipment is to be repaired, serviced and maintained strictly in accordance with the manufacturers specifications and to meet the requirements of the Engineer.				
1.1	P & Gs including OHS Act 85 of 1993 as amended requirements				
1.2	Major Service				
	a) Provide major service to all lifts	No.	6		
	b) Provision for providing, conducting and issuing of Annexure B	No.	18		
1.3	Comprehensive Maintenance				
	a) Provide mandatory maintenance as per OHS ACT 85 of 1983				
	Lift 05/L1018	Mths	60		
	Lift 05/L1019	Mths	60		
	Lift 05/L1020	Mths	60		
	Lift 05/L1021	Mths	60		
	Lift 05/L1022	Mths	60		
	Lift 05/L1023	Mths	60		
1.4	General Work				
	Lift 05/L 1020				
	Repair brake coil and replace of fuse board	Item	1	R31,500	
1.5	Allowance for general Repairs (Strictly under the Discretion of the Engineer)	Item	1	R300,000	
1.6	Allowance for spare parts (Service provider shall provide a list of spare parts according to the lift brand)	Item	1	R500,000	
TOTAL BILL 1 CARRIED TO SUMMARY :					R

CARRIED FORWARD

BILL 2 DIHLABENG HOSPITAL

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Detailed Work All equipment is to be repaired, serviced and maintained strictly in accordance with the manufacturers specifications and to meet the requirements of the Engineer.				
2.1	P & Gs Including OHS Act 85 of 1993 as amended requirements	Item	1		
2.2	Major Service a) Provide major service to all lifts (see Section C3.1) b) Provision for providing, conducting and Issuing of Annexure B	No. No.	3 9		
2.3	Comprehensive Maintenance a) Provide mandatory maintenance as per OHS ACT 85 of 1983 Lift FSL 16/10 Lift FSL 16/11 Lift FSL 16/12	Mths Mths Mths	60 60 60		
2.4	Allowance for general Repairs (Strictly under the Discretion of the Engineer)	Item	1	R50,000	
2.5	Allowance for spare parts (Service provider shall provide a list of spare parts according to the lift brand)	Item	1	R50,000	
TOTAL BILL 2 CARRIED TO SUMMARY :					R

BILL 3 BOITUMELO HOSPITAL

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Detailed Work				
	All equipment is to be repaired, serviced and maintained strictly in accordance with the manufacturers specifications and to meet the requirements of the Engineer.				
3.1	P & Gs including OHS Act 85 of 1993 as amended requirements	Item	1		
3.2	Major Service				
	a) Provide major service to all lifts (see Section C3.1)	No.	6		
	b) Provision for providing, conducting and issuing of Annexure B	No.	18		
3.3	Comprehensive Maintenance				
	a) Provide mandatory maintenance as per OHS ACT 85 of 1983				
	Lift 05/L1108	Mths	60		
	Lift BE695	Mths	60		
	Lift 05/L1013	Mths	60		
	Lift 05/L1014	Mths	60		
	Lift 05/L891 Hoist (1000kg)	Mths	60		
	FSL20-102	Mths	60		
3.4	Allowance for general Repairs (Strictly under the Discretion of the Engineer)	Item	1	R150,000	
3.5	Allowance for spare parts (Service provider shall provide a list of spare parts according to the lift brand)	Item	1	R150,000	
3.6	New lifts				
3.6.1	a) Supply and Install complete new lift as per SANS 50081 - 1	No.	2	R	R
	Lift 05/L891 Hoist (1000kg)				
	Lift no.2 - Theatre				
3.6.2	Builder's Work	Item	1		
3.6.3	Additional Tests	Item	1		
3.6.4	12 months Free Maintenance as specified (all lifts)	Item	1		
3.6.5	Maintenance Manuals and Keys as specified	Item	1		
3.6.6	Amount and Demostration of Foreign Currency				
	Date:				
	Currency Exchange Rate Amount				
	Total Rand value of the Foreign Currency				
TOTAL BILL 3 CARRIED TO SUMMARY :					R

BILL 4 BONGANI HOSPITAL

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Detailed Work				
	All equipment is to be repaired, serviced and maintained strictly in accordance with the manufacturers specifications and to meet the requirements of the Engineer.				
4.1	P & Gs including OHS Act 85 of 1993 as amended requirements	Item	1		
4.2	Major Service				
	a) Provide major service to all lifts (see Section C3.1)	No.	7		
	b) Provision for providing conduct and issuing of Annexure B	No.	21		
4.3	Comprehensive Maintenance				
	a) Provide mandatory maintenance as per OHS ACT 85 of 1983				
	Lift BFE390	Mths	60		
	Lift BFE391	Mths	60		
	Lift BFE393	Mths	60		
	Lift FSL20-109	Mths	60		
	Lift FSL20-110	Mths	60		
	Lift FSL20-111	Mths	60		
	Lift FSL20-114	Mths	60		
4.4	Allowance for general Repairs (Strictly under the Discretion of the Engineer)	Item	1	R150,000	
4.5	Allowance for spare parts (Service provider shall provide a list of spare parts according to the lift brand)	Item	1	R150,000	
TOTAL BILL 4 CARRIED TO SUMMARY :					R

BILL 5 PHEKOLONG HOSPITAL

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Detailed Work				
	All equipment is to be repaired, serviced and maintained strictly in accordance with the manufacturers specifications and to meet the requirements of the Engineer.				
5.1	P & Gs including OHS Act 85 of 1993 as amended requirements	Item	1		
5.2	Major Service				
	a) Provide major service to all lifts (see Section C3.1)	No.	2		
	b) Provision for providing conduct and issuing of Annexure B	Item	6		
5.3	Comprehensive Maintenance				
	a) Provide mandatory maintenance as per OHS ACT 85 of 1983				
	Lift BFE 816	Mths	60		
	Lift FSL20-104	Mths	60		
5.4	Allowance for general Repairs (Strictly under the Discretion of the Engineer)	Item	1	R70,000	
5.5	Allowance for spare parts (Service provider shall provide a list of spare parts according to the lift brand)	Item	1	R70,000	
TOTAL BILL 5 CARRIED TO SUMMARY :					R

BILL 6 SENORITA NHLABATHI HOSPITAL

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	Detailed Work				
	All equipment is to be repaired, serviced and maintained strictly in accordance with the manufacturers specifications and to meet the requirements of the Engineer.				
6.1	P & Gs Including OHS Act 85 of 1993 as amended requirements	Item	1		
6.2	Major Service				
	a) Provide major service to all lifts (see Section C3.1)	No.	6		
	b) Provision for providing conduct and issuing of Annexure B	Item	18		
6.3	Comprehensive Maintenance				
	a) Provide mandatory maintenance as per OHS ACT 85 of 1983				
	Lift 05/L1124	Mths	60		
	Lift 05/L1125	Mths	60		
	Lift 05/L1126	Mths	60		
	Lift 05/L1127	Mths	60		
	Lift 05/L1128	Mths	60		
	Lift 05/L1129	Mths	60		
6.4	General Work				
	Lift 05/L1127: Install door drive	Item	1	R21,000	
6.4	Allowance for general Repairs (Strictly under the Discretion of the Engineer)	Item	1	R150,000	
6.5	Allowance for spare parts (Service provider shall provide a list of spare parts according to the lift brand)	Item	1	R150,000	
TOTAL BILL 6 CARRIED TO SUMMARY :					R

SUMMARY OF BILL OF QUANTITIES: REPAIRS, MAINTENANCE AND NEW INSTALLATION	
TOTAL BILL NO. 1 : MANAPO HOSPITAL	R
TOTAL BILL NO. 2 : DIHLABENG HOSPITAL	R
TOTAL BILL NO. 3 : BOITUMELO HOSPITAL	R
TOTAL BILL NO. 4 : BONGANI HOSPITAL	R
TOTAL BILL NO. 5 : PHEKOLONG HOSPITAL	R
TOTAL BILL NO. 6 : SENORITA NHLABATHI HOSPITAL	R
SUB-TOTAL 1	R
ADD 10% CONTENGENCY	R
SUB-TOTAL 2	R
VAT (15%)	R
GRAND TOTAL	R

DEPARTMENT NAME: INFRASTRUCTURE FACILITY MANAGEMENT

REPLACEMENT, MAINTENANCE, REPAIRS OF LIFT AND RESPONSE TO CALL-OUTS AT VARIOUS HEALTH FACILITIES WITHIN FREE STATE PROVINCE.

FINAL SUMMARY

TOTAL PELONOMI HOSPITAL GROUP

R

TOTAL UNIVERSITAS HOSPITAL GROUP

R

TOTAL EXTERNAL HOSPITAL GROUP

R

GRAND TOTAL TO FINAL OFFER

R



health

Department of
Health
FREE STATE PROVINCE

**REPLACEMENT, MAINTENANCE, REPAIRS OF LIFTS AND
RESPONSE TO CALL-OUTS AT VARIOUS
HEALTH FACILITIES WITHIN FREE STATE
DEPARTMENT OF HEATH**

**PERIOD : DATE OF SIGNING OF CONTRACT FOR FIVE
YEARS**

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PART C3.1 GENERAL SCOPE OF WORK

1. DESCRIPTION OF THE WORK

REPLACEMENT, MAINTENANCE, REPAIRS OF LIFTS AND RESPONSE TO CALL-OUTS AT VARIOUS HEALTH FACILITIES WITHIN FREE STATE DEPARTMENT OF HEATH

2. ENGINEERING

2.1 Design Service

No drawings will be issued in this contract.

2.2 Employer's design

The employer is responsible for the approval of the design of works unless otherwise stated. The Contractor is responsible for the design of the works and their compatibility with the existing structure.

3 CONSTRUCTION

3.1 Works specification

The works specifications that are applicable to the works are marked with cross hereunder in the relevant box(es). The specifications are obtainable on request from the employer.

Architectural, Structural and Civil

- General specification for Material and Methods to be used for Building Contracts

Electrical

- Standard quality specification for Information Systems
- Standard quality specification for Fire Detection Systems
- Standard quality specification for Standby Generator Systems

Mechanical

- Standard quality specification for Air Conditioning Installations

Application relevant SANS standards:

- SANS 1545: Safety rules for the construction and installation of lifts – Part 1: Electric lifts
- SANS 10400: The application of the National Building Regulations
- SANS 10142: The wiring of premises
- SANS 4344: Steel wire ropes for lifts – Minimum requirement
- SANS 14798: Lifts (elevator), escalators and passenger conveyors – Risk analysis methodology
- SANS 53015: Maintenance for lifts and escalators – Rules for maintenance instructions
- The Constructor shall ensure that a master installation electrician is required to oversee and certify any electrical work to the works

3.2 Applicable national and international standards

- Lift, Escalator and Passenger Conveyor Regulations (under OHS ACT 1993)

3.3 Materials, samples and shop drawings

Sample of materials

The contractor shall furnish sample s of materials and specimens of finishes as may be called for by the Department of Health Representative for approval.

Workmanship samples

The supervisor shall furnish samples of workmanship for his approval. Where the supervisor requires an assembly of various elements of the building or installing which is not incorporated in the works, the contractor shall arrange such as assembly at the employer's expensive and contract value shall be adjusted accordingly.

Shop drawings

Only shop drawing and samples submitted for approval by contractors shall be considered by the supervisor. The supervisor's approval of shop drawings or samples shall be limited to checking for general conformity with design and specification and shall not alter the design responsibilities in terms of the agreement. Where shop drawings are called for:

The Contractor Shall:

- Prepare, or ensure that a subcontractor, manufacture, supplier or distributor prepares shop drawing at their own expenses.
- Submit sufficient copies of shop drawing to the supervisor for approval.
- Allow the supervisor reasonable time to approve shop drawings.
- Keep a record of all shop drawings submitted to the supervisor.
- Ensure that shop drawings conform to the dimensions of build work.
- Submit sufficient copies of the approved shop drawings to the supervisor for his use and for use on the works.
- Ensure that work is not executed from shop drawings that have not been approved by the supervisor.

The Project Manager shall:

- Check the shop drawings submitted by the contractor timeously.
- Advise the contractor where shop drawings are approved or are to be resubmitted.

3.4 Instruction manuals and guarantees

The contractor shall hand over to the project manager any operating and instruction manuals, data, product guarantees or instructions required by the project manager or provided by manufacturers, suppliers or subcontractors.

Operating and instruction manuals are to be submitted to the following employer's required format and manner:

- One master manual which contains all original corticates
- Three copies of the master manual

The contractor shall train all relevant staff of the employer in the safe operating procedures of the starting up, shutting down and rescue of the trapped passengers, of equipment supplied, all to the approval of the project manager.

3.5 Dimensional accuracy

The contractor shall within 4 weeks of the access date check the existing shaft dimensions, all retainable components and the like affecting the works and satisfy himself as to the dimensional accuracy of work to be executed.

3.6 Site establishment

Water and Electricity

Service – Electricity

The contractor shall make upon completion remove all the necessary temporary installation to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purpose only.

Ablution facilities

- The Employer shall permit the contractor usage of the existing ablution facilities.
- The contractor shall maintain such facilities in a thoroughly clean and tidy condition and make good any damage thereto at his own expense.

3.7 Other facilities and services

Telecommunication facilities

The contractor shall provide their own telecommunication facilities.

Security of the works

The contractor shall take all appropriate measures for general security of the works and material.

Compliance with manufacturer's instructions

The contractor shall take delivery of, handle, store, use, apply and fix all products in strict accordance with the manufacturer's instructions.

Protection/Isolation of existing/sectional occupied works

The contractor shall provide all temporary measures to protect/isolate the existing and/or sections of the occupied works and remove such measures on completion.

3.8 Notice Boards

The contractor shall provide, erect where directed, maintain and remove on completion of the works a notice board, size 2.44mm wide and 2.89mm high, according to the standard drawing available from the employer, constructed of suitable boarding with flat smooth surface and with edging bead 19mm thick round outer edges and projecting 12mm from face of boarding and rounded on front edge. The board shall be securely fixed to hoarding, where hoarding is provided, or fixed to and including a suitable supporting structure of timber or tubular posts and braces.

The lettering is to be 50mm and 100mm "sans serif" in ivory white on the blue background and in 100mm "sans serif" in navy blue on the ivory white background. The inscription, in

one language only, which must bear the approval of the Project Manager. No other names or notice boards may be erected without the written approval of the Project Manager. Sketch drawings of all proposed names or notice boards must be submitted to the Project Manager for approval, before being prepared and erected on site. These sketch drawings must not only show the full content of the proposed names or notice boards, but also the position and location in which the boards will be erected.

3.9 Notice before covering work

The contractor shall give adequate notice to the Project Manager whenever any work or material which is subject to inspection or re-measurement is to be covered or concealed in any way. In default of such a notice being received timeously by the Project Manager such work shall be exposed and later made good at the contractor's expense.

3.10 Preventative Maintenance

The contractor shall:

- Visit the installation at least once per month
- Make all necessary adjustments for the correct operation of the plant
- Maintain all lubrication levels
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

Scheduled Services

The contractor shall:

- Perform all scheduled services in accordance with the operating and maintenance manuals
- Complete all maintenance schedules
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

Break Downs

- The contractor shall:
- Attend to all call outs with due diligence
- Make good any defects due to inferior material and/ or workmanship
- Clean all relevant machinery/equipment and affected plant rooms
- Record all work performed in a logbook

Vandalization

The contractor shall:

- Attend to all call outs with due diligence
- Prove vandalised breakages
- Submit a price for repairs to the agent
- Effects repairs on receipt of instruction
- Clean all relevant machinery/equipment and affected plan rooms
- Record all work performed in logbook

Administration

The Contractor shall:

- Submit all relevant contact details to the maintenance site foreman including the start and end dates of the maintenance period.
- Supply a triplicate record type logbook for the installation to be kept in the office of the foreman.
- Report to the foreman when visiting the site.
- Sign off all logbook records with the foreman or his duly appointed representative.
- Not shut down any part of the plant or installation without the approval of the institution management.
- Convene three quarterly meetings for the purpose of performance tracking. This meeting is to be attended by the site foreman, the employer's maintenance inspector and the agent.
- Submit a monthly invoice with copies of the monthly site inspection record, any service records and all relevant schedules.

Site Meetings and Procedures

The Project Manager and the Contactor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his/her jurisdiction are notified timeously of all site meetings should the Project Manager require their attendance at such meetings. Penalties are to be applied for non-attendance or late arrival.

The indicative duties of the Project Manager, Supervisor and Employer are as indicated in Annexure A.

The contractor shall keep on site a set of minutes of all site meetings, monthly records of resources (people and equipment employed), a site instruction book, a complete set of contracts working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

PART C3.2 GENERAL SPECIFICATION

1. Major Service

It is major overhaul conducted on an annual basis, by a competent person undertaking a thorough examination for the lift to meet the required safety standard required by SANS 50081. This involves examination of the equipment at its entirety to also replace urgent worn or damaged components this is a robust maintenance that is conducted once annually to optimise the performance and availability of the lift.

2. Maintenance

Maintenance refers to a routine and/or remedial intervention required, ensuring that the asset is retained in a serviceable condition, and also to ensure that it retains its value and usefulness.

3. New Lifts

The removal of existing lifts, disposal from site, supply and installation of new lifts (as per list technical Specification), the only equipment which should be retained are landing door-frames. New lift equipment can be easily designed to retain these components. Retention of door-frames greatly minimizes stripping and installation times, reduces builders' work costs and also minimizes the impact on building occupants.

4. Major Service

The work involved but not limited:

Shaft work

- Complete clean-down of the entire equipment.
- Thoroughly test and repair all the landing, car door mechanical, electrical locks and car door protection devices.
- Set and adjust car and landing door locks. Replace worn or damaged rollers as necessary.
- Set up-thrust rollers on all landing doors. Replace damaged as necessary.
- Replace / align car and cwt guide shoes and rollers.
- Inspect elevator floor levels, shaft and pit equipment and rectify as necessary.
- Replace worn out landing and car door track inserts

Motor Room

- Strip, clean, lubricate and set governor and brakes.
- Adjust controllers and selectors (if applicable).
- Replace short and missing generator and motor brushes
- Clean machine room equipment.

- Remove old oil, waste, spares etc. from site
- Flush and renew gearbox oil and seal oil leaks
- Remove all wires from fuse holders and replace with rated fuses.

General Works

- Fault finding on shutdown units.
- Secure all loose lift components
- Make all car and hall buttons operational.
- All indicators must be repaired or replaced where required
- Check fan, emergency alarm, light units and car door open buttons for operation and repair/replace
- Lubricate pins and moving equipment (where necessary)
- Check, test and make operational all safety aspects of the lift.

5. Maintenance

There are different kinds of maintenance services that are to be undertaken, namely:

- Preventative service maintenance – for which the service provider has to perform certain actions to prevent failure on the operation of installation in due course.
- Statutory Maintenance – May contain the elements of statutory maintenance, which is defined in the Act as actions performed to meet legal requirements as contained in the Occupational Health and Safety Act No 85 of 1993 and other relevant regulations.
- Breakdown maintenance – these are reactive maintenance actions performed to restore installation to operational condition.

The successful Tenderer Agrees and Undertakes to:

- Provide the above stated maintenance on the lift in accordance with the terms of the agreement.
- Acknowledge that planned, preventative maintenance on the units shall be the major objective of this agreement.
- Systematically and regularly examine and where necessary adjust the equipment in accordance with the Occupational Health and Safety Act of 1993 and the South African National Standards 50081 regulations, latest published editions.
- Ensure that only a “competent” person as defined in the Occupational Health and Safety Act directly employed and supervised by him shall carry out all the repair and maintenance work of a technical nature or as outlined in this document.
- The response time to any callout are kept to an absolute minimum. In terms of this agreement the successful tenderer agrees the maximum response time to any life-threatening situation or occupied call back will not exceed twenty (20) minutes during normal working hours and thirty (30) minutes after normal working hours. The maximum response time to any other callout service will be a maximum of sixty (60) minutes during normal working hours. The response time means the

period of time from when the successful Tenderer was first notified of the problem until the time the technician arrives on site.

- Provide a callout service seven (7) days a week, twenty-four (24) hours per day without additional expense to the Client except for call-outs caused by abuse or misuse of the equipment.
- Attend to callouts due to abuse or misuse of the equipment seven (7) days a week, twenty-four hours per day.
- Perform the maintenance and repair work, except in the case of callouts, required in terms of this agreement during normal working hours, Monday to Friday, public holidays excluded.
- Supply and use only new replacement approved and certified parts that are correctly designed and manufactured in all respects, which are of equal or of similar quality to that original.
- Supply, repair or replace all parts made necessary by normal wear and tear or failure without expense to the client.
- Replace all ropes or belts whenever necessary to ensure an adequate factor of safety.
- Replace all motor room, shaft, pit and lift car enclosure lamps and fittings or florescent, tubes, starters and ballasts where necessary.
- Make use a maintenance register in the motor room of each lift and accurately maintain records of all maintenance procedures, repairs, breakdowns, call-outs, safely operation checks and tests and all site visits. Attach and submit the reports with the invoices.
- Not to carry out any modification to the equipment without the Client's prior approval and written consent.
- Ensure the reliability of the equipment and the safety and comfort or the passengers using the equipment.
- Inform the Client's authorized Representative at every visit before commencing any maintenance or repair work.
- Keep the downtime of the equipment to a minimum.
- To replace spare parts (at their own cost) including coils and printed circuit boards which are not part of the items excluded in section 1: Scope of work agreement
- Examine, adjust and lubricate the complete installation, supply of all lubricate, replacement parts and the cleaning of material as required for proper maintenance of the equipment.
- Examine, periodically and when necessary, all devices and perform any statutory safety tests on a shift where applicable, and before the expiring of the required intervals.
- Provide manufactures warranty & guarantee for all equipment replaces.

6. Response Times

- The response times stated in shall be strictly adhered to and notification of the fault can be by telephone, email or in person.

- Non-adherence to the above reaction times will be seen in a very serious light and will also be handled as non-compliance with the tender conditions. This can result in claims for any losses or damages against the successful tenderer and will also be held responsible for any legal action, which may be taken against the Client.
- The successful tenderer will be issued with a reference no. for each call, the call will be logged and it is the responsibility of the successful tenderer to report back to the client or his appointed representative and close off the call giving the following information:

Time of arrival

- Nature of the trouble found on site
- Time repair was completed

7. Sub-contracting

- The successful tenderer must submit in writing to the Client the names of Sub-Contractors (for repair work only) as he/she propose to employ and the Client shall inform the successful tenderer, also in writing of his or her approval or disapproval of such sub-contractors.
- No sub-contracting will be allowed which will involve piece-work or any departure from the conditions of the tender and the successful tenderer shall be prohibited from transferring, directly or indirectly by piece-work under this tender without the written permission of the Client.
- No sub-contracting will be allowed on maintenance work and all maintenance work is to be performed by the appointed contractors' direct employees, the only works which can be representative are; major repairs, modifications/modernization of equipment, repairs to intercoms, repairs to pc-boards etc.

8. Keeping of Records

- The successful tenderer shall maintain a logbook of all equipment and plant involved in this tender for records and entries concerning the installations, breakdown, problems, repairs etc. Logbooks will be supplied by the Client.
- A monthly report for each installation consisting of the Proforma Inspection shall be properly completed by the successful tenderer and shall accompany his/her invoices.
- All records required by law and by the Client the equipment provided for, the materials supplied and used by the successful tenderer in the execution of this tender and/or his/her staff employed for the purpose of this tender shall be kept. These records will remain the property of the Client after the tender has expired.

The following shall serve as example of the records to be kept, which may be added to:

- Callout register
- Plant room and equipment logs,
- Inspection report,
- Service record of all Equipment,

- Equipment log books

9. Inspections

The client reserves the right to authorize independent inspections of individual or entire installations, using suitable qualified persons at any time. The independent inspections shall in no way limit the Tenderer's liabilities or obligations in terms of this agreement. The successful Tenderer or his/her representative shall be present at every inspection of the installation and successful Tenderer, in terms of this agreement, shall provide the necessary facilities at no additional cost.

10. Shutting Down of Equipment

No Mechanical/electrical equipment or plant involved in this tender may be shut down, switched off or isolated in any way without prior written permission from the Client or his/her representative.

11. Exclusions from the Tenderer's Responsibilities

The following items shall be excluded from the contract amount and should they require repair/replacement, the Client shall bear any associated costs:

- All decorative finishes, wall panels, suspended ceilings, light diffusers, handrails, mirrors, carpets or floor coverings.
- Sump pump in the lift pit.
- Cylinder and buried pipes on hydraulic lifts except for accessible seals and wearing parts.

12. Conditions to the Scope of Work

Successful Tenderer's obligations:

- To supply all necessary equipment, labour, spares and materials which may be necessary for the proper execution of the work, comply with the provisions of the tender and orders in writing and carry out and complete the Works to the satisfaction of the Client or his/her Representative/Agent who may from time to time issue further orders in writing.
- Unless there is an apparent or obvious error in an order in writing, shall at all-time proceed to act on such order in writing unless or until such order is amended or countermanded, so that neither the execution of the works nor supply of material or labour is delayed by any difference, discrepancy or dispute regarding such order.
- No objection to the description or terms of an Order in Writing will be entertained unless lodged in writing with the Representative/Agent within 21 days of the date of the order in writing.
- Undertakes to maintain in good working order, the complete lift system as specified and quoted for in their tender to the satisfaction of the Client or the Client's appointed Representative.

- Any unsafe condition or practices followed by the operating or maintenance staff shall be reported in writing and References shall be made in terms of the applicable standards (e.g. those of SANS), to the Client.
- To take adequate precautions to prevent damage to buildings and fixtures on the Site.
- The personnel shall at all times adhere to all security rules and regulations imposed by the Client on Site. No weapons of any description will be allowed on Site.
- To safeguards all their employees in accordance with the latest revisions of the Regulations of the Occupational Health and Safety Act 85 of 1993 and any amendment thereof, including all equipment, plant, hand and power tools.
- To comply with all applicable instructions or directives of the Client as well as Directives, regulations, and by-laws passed by Public Health, Provincial, municipal or any other Authorities.

13. Conditions of Payments

Invoice(s) shall be submitted on a monthly basis before the 7th day of each month, following the month (which excludes building industry holidays, Saturday and Sundays)

No monthly maintenance invoices will be processed unless are:

- Accompanied by ALL the monthly reports,
- Signed by the respective Regional Director as well as the Clients appointed representative.
- Before commencing with any repairs due to abuse or misuse, the successful Tenderer will present a quotation to the Client's Representative and repairs will only commence after written approval of the said quotation has been obtained. The representative has the right to provide the Tender with the necessary materials should he believe that the quoted prices for the same material are unreasonable.
- Should there be an additional charge for work carried out on instruction of the Representative of the Client or any additional spares or material supplied to replace or repair fault equipment which is not included in the maintenance scope of work, this will be for the account of the Client.
- Full details as to the extent of the work carried out must however at all times be given on the invoice.

14. Payment Reduction for Non-Performance of the Lifts

The successful Tenderer shall guarantee the availability of 80% of all lift system. In the event of failure by the successful tenderer to achieve 80% availability, the successful tenderer shall be liable to the Client for a penalty equal to 1 rand per One Hundred Rand of the total tender value for each percentage point per month that the overall system availability is below 80%.

The penalty will be levied each month during which the availability is below 80% and not on an annual or tender basis. The money will be recovered from the successful tenderer by means of reductions from their monthly maintenance fees.

The imposition of such payment reductions shall not relieve the successful tenderer from his obligations to complete the works of from any of his obligations and liabilities under the Tender.

Should a lift be shut down for scheduled/non-scheduled repair and the repair period exceeds 1 week, the monthly maintenance payment for that unit will be reduced proportionate to the shutdown period and calculated from the first day of shut-down.

15. Escalation/Tender Price Adjustments

Prices offered by the bidders must be vat inclusive. Bidders may apply for price adjustment on the second year of the contract period. The application for the price adjustment will only be considered by the Department provided that the bidder met all the requirements as stipulated in the Special Condition of Contract for this bid in relation to the price adjustment.

16. Site Staff and Qualifications

The successful Tenderer will be required to supply the services of suitably and properly qualified technician staff to undertake the servicing, maintenance, repairs, operation and supervision of the Electrical and Mechanical installation and equipment. The names of such staff and qualifications shall be attached to his tender.

Only qualified tradesmen who have passed a recognized and relevant trade test will be allowed to work on the equipment. Where apprentices or 'semi-skilled' workers are used to do the work, they must work under the supervision of a qualified tradesman.

All staff that is on site is to be those individuals whose names appear in the 'staff declaration document' contained in this tender document. Should increase it be found that the contractor is using only semi/unskilled labour, the Client reserves the right to cancel the contract with 24hours notice.

17. Increase or Decrease of Scope of Work

The Client reserves the right to increase or decrease, during the contract period, the scope of work, description and/or quantities given. Such increase or decrease will be made in writing to the successful Tendered.

18. Hand-over of Site to the Tenderer

The successful Tenderer will only be permitted on site after complying with all conditions of tenderer regarding insurances etc., and after the signing of the contract and site Handover Certificate.

After the site has been handed to the successful Tenderer, the successful Tenderer must proceed with due diligence to the satisfaction of the Client of Representative. Should the successful Tenderer fail to proceed with due diligence as stated above within 21 days of the Site being handed over, it will be deemed that the successful Tenderer accepts the condition of the lift and that no remedial work is required to the specific unit and no further claims for maintenance related wear and tear will be entertained.

19. Site Inspections

The Site is located at the following address: (As stated in PART C4 of the document).

Tenderers shall visit the Site to become familiar with the nature and extent of work, conditions and details of the Plant, Equipment, Installations, etc. Should the tenderer wish to visit the sites they are welcome to contact the Project Managers who will make all necessary arrangements.

The area of the Site to be occupied by the successful tenderer will be pointed out to the successful Tenderer at the handing over of Site and no circumstances may the successful Tenderer extend their activities beyond this area.

20. Injury to the Works

Without in any way limiting his obligations the successful tenderer shall bear the full risk of damage to and/or destruction of the Works, by whatever cause during construction of the works and hereby indemnifies and holds harmless the Client against any such damage. He/she shall take precautions and security of the Works as he/she may deem necessary.

The successful tenderer shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works.

The Client shall carry the risk of damage to or destruction of the works and material paid for by the Client that is the results, whether direct or indirect or proximate or remote, of War, invasion, an act of a foreign enemy, hostilities or warlike operations (whether declared or not), civil war, mutiny rising, insurrection, military or usurped power or material law or state of siege or any other event or cause that determines the proclamation or maintenance of martial law or a state of siege;

Any risk or peril only insurance in the republic of South Africa by means of a political riot insurance policy issued by or on behalf of the South African Special Risk Insurance Association;

Ionizing radiation or contamination by radio-active from any nuclear waste from the combustion of nuclear fuel;

Nuclear weapons material;

Confiscation, Nationalization or requisition or destruction or damage by or under the order of any government de jure or de facto or of any public or local authority; or

The design of the works or temporary works by the Client or by the servants or agent of the Clients.

Where the Client bears the risk in terms of the Tender, the successful tenderer shall, if requested to do so, reinstate any damage or destroyed portions of the works and the costs of such reinstatement shall be measured and valued in terms of the non-schedule rates prices.

21. Injury to Persons and Property

The successful tenderer shall be liable for and hereby indemnifies the Client against any liability, loss, claim or proceeding, whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever arising out of

or in the course of or caused by the execution of the works unless due to any act or neglect of the Representative/Agent or any person for whose action the Client is legally liable.

The successful bidder shall be liable for and hereby indemnifies the Client against any liability, loss, claim or proceeding consequent upon loss of or damaged to any movable or immovable or personal property or property contiguous to Site, whether belonging to or under the control of the Clients or any other body or person, arising out of or in the course of or by reason of the execution of the works, unless due to any act or neglect of the Representative/Agent or any person for whose actions the Client is legally liable. The successful bidder shall, upon receiving an Order in writing from the Representative/Agent /FMU, cause the same to be made good in a perfect and workmanship manner at his own cost and in default thereof the Client shall be entitled to cause it to be made good and to recover the cost thereof from the successful bidder, as stated in clause 3.3, Final Summary Prices

22. Insurance

The tender shall have Public Liability insurance of a minimum amount of R 10 000 000.00. Proof of the insurance policy is to be provided before the signing and commencement of any contracts.

23. Cession of Assignment

The successful bidder will only be allowed to cede the rights not the obligations of this contract, provided that all the necessary documentations are provided and approved by the Department.

24. Default

The Successful Bidder shall be default when:

- For any consecutive two-month period fails to meet the following requirements:
- System efficiency of less than 80%.
- Downtime on the system exceeds 48 hours for more than 25% or repairs and breakdowns
- Fails to proceed with due diligence.
- Stops, abandons or suspends the repairs or service before completion
- Fails to conform to the latest revised requirement of the Occupational Health and Safety Act
- Refuses or neglects to comply strictly with any of the conditions of the Tender.
- Uses unqualified staff not meeting the minimum requirements of the as set out in this tender document.
- Fails to carry out written instructions of the client or the client's appointed representative.

Should the successful tender be in default as provided in 12.7.1 hereof, the client shall have the right to adopt, without prejudice to any other rights available to him, from to time all or

any one or more of the following course, either wholly or partly, or by way of substitution or succession:

- To allow the successful tender to proceed with the works and to recover the penalty per day as stated in the tender documents for each day on which the completion of the works may be in arrears. Such penalty may be recovered or may be deducted as from the day following the date of completion stated in the successful tender or any extension therefore, from any payment due or to become due under this or any other tender here before or hereafter existing between the successful tender and the Client and/or the sureties and the Client: or
- To instruct the successful tender in writing to discontinue the works on a date stated and withdraw himself from the site. The successful tender shall not be entitling to refuse to withdraw himself from the works on the grounds of any lien or on the grounds of any other right whatsoever.
- Cancel the contract and enter into a further tender or tenders by calling for tenders or otherwise with any other successful tender or any successful tenders for the completion of the works or part therefore, at such times and upon such terms as the Client shall deem fit; and or
- Provide such of men and /or purchase such material as the Client shall deem fit to complete the works
- If the cost of completing the works by the sureties, by another successful tender, or by the Client, as the case may be exceeds the amount still due the tender, if any, and the amount of any penalty, if any, the Client may, without prejudice to any other rights he has, recover such excess from the successful tender. The Client shall be entitled to claim such excess from the successful tender and the Client for this purpose all these tenders shall be considered an indivisible whole. The successful tender hereby agrees and binds himself, his successors in title or his trustees (or his liquidator) not in any way to dispute the right so to deduct. If it later appears that the actual cost of completing the works is less than the assessed amount, such excess shall be refunded to the successful tender.
- Should the successful tender be in default as provided for in 24(1) hereof and he has furnished security for completion of the tender by means of a cash deposit or a guarantee the Client shall have the without prejudice to any other right available to him from time to time to apply all or any one or more of the following courses, either wholly or partly, or by way of substitution or succession:
- To allow the successful tenderer to proceed with the works and to deduct the penalty per day as stated in the tender document for each day on which the completion of the works may be in arrears as provided for hereof. Such penalty may be recovered or may be deducted as from the day following the for completion state in the tender, or any extension hereof, from any payment due or to be come due under this or any other tender heretofore or hereafter existing between the successful tenderer and the Client; or
- To cancel the contract and instruct the contractor in writing to discontinue the works on a date stated and to withdraw himself from the site. The contractor shall not be

entitled to refuse to withdraw from the works on the grounds of any lien or right retention or on the ground of any right whatsoever. The Client shall thereupon

- Enter into a further contract or contracts by calling for tenders or otherwise with any other contractor or contractors for the completion of the works, or any part thereof, at such times and upon such terms as the Client shall deem fit; and /or
- Provided such number of men and /or purchase such material as the Client shall deem fit to complete the works.
- If the cost of completing the works by another contractor or the Client, as the case may be, exceeds the amount still due under the tender, if any, and the amount of the penalty, if any, the Client may without prejudice to any other rights he may have, recover such excess from the appointed contractor. The Client shall also be entitled to deduct such excess from any amounts still due under this tender or under any other tender heretofore or hereafter existing between the successful tenderer and the Client and for this purpose all these tenders shall be considered one indivisible whole. The successful tender hereby agrees and binds himself, his successors entitle, or trustees (or his liquidator) not in any way to dispute the right so to deduct. If the tender is cancelled the Client may make an assessment of the cost of completing the works and deduct such assessed amount from any of the cost of completing the works and deduct such assessed amount from any of the aforesaid amount that may be to the successful tenderer. If it later appears that the actual cost of completing the works is less than the assessed, such excess shall be refunded to the successful tenderer.

In applying the above provision herein, the Client may use or allow others to use such materials, goods and plant referred to hereof the completing of the tender.

The Client shall addition have the right to retain on completing of the works all or any portion of unused materials and /or goods referred to herein as well as all or any portion of the plant referred to and have the right to sell the same, to recover any amount due to the Client and to apply the proceed in satisfaction of any claim under this tender. Such retention or right to sell shall in no way invalidate or affect the right of the Client to institute action for any amount due and payable by the successful tenderer or his sureties.

Sequestration, liquidation, insolvency and judicial management.

If application is made for the sequestration of the successful tenderer lodges with registrar of the Supreme Court an application for the placing of his/her estate under judicial management, or if he /she approaches the creditors to make an assignment of his/her estate for the benefit of his/her creditors or submits an offer of compromise or scheme of arrangement in terms of the insolvency or company laws in force in the Republic of South Africa other than for the purpose of a scheme of reconstruction, then the tender may be terminated by the Client and the Client shall be at liberty without prejudice to any other right he/she may have, to act as provided for by one or other of the courses set out in clause 12.7 of these condition and in addition to make an estimate of any damage that may be or become due and payable to the successful tenderer under this or any other tender heretofore or hereafter entered into between the Client and the successful tenderer.

If it subsequently appears that the assessed amount of such damage was more than the actual amount of such damage the excess shall be refunded to the trustee in the estate of the successful tenderer. If the actual amount of the damage subsequently appears to be more than the amount so estimated, the difference may be recovered by the Client from the successful tenderer's insolvent estate.

25. Disputes

Should any dispute or difference arise between the Representative/Agent or the Client and the successful tenderer as to any matter relating to the meaning of or arising out of the tender the Client shall have the option of dealing with the claim directly to determine such dispute or difference by a written decision given to the successful tenderer. The said decision shall be final and binding on the parties unless the successful tenderer, within 21 days of the receipt thereof by written notice to the Client rejects the same.

Should the successful tenderer not accept the decision of the Client, the successful tenderer shall be entitled to have recourse to the courts of law of the Republic of South Africa, provided that any action to be instated under this clause be commenced and process served within six months of the date of the aforesaid.

26. Cancellation by Client

The Client shall be entitled at any time to terminate or cancel the contract or any part thereof unilaterally and in such case where the contractor is not in default, shall be obliged to pay the contractor as damages and /or loss of profit an amount not exceeding 19% of the tender Sum or 10% of the value of incomplete work or his/her actual damage or loss as determined by the Client after receipt by him/her of evidence substantiating any such damage and /or loss suffered by the successful tenderer, whichever is the lesser. Save for the above, the successful tenderer shall not be entitled to claim any amounts whatsoever in respect of such termination or cancellation of the contract.

27. Amendment of Conditions of tender

No modification or amendment of these conditions of tender shall be binding on either party unless it is in writing and designed by the Client and the successful tenderer. Any waiver of this requirement must also be in writing.

28. Chargeable and Refundable Equipment

The successful tenderer shall hand over all chargeable redundant material to the Representative of the Client and will become the property of the Client and will become the property of the Client and shall be handed to the representative on site.

29. Reporting Structure

No instructions from any personnel other than Client or senior Representative shall be carried out.

The Client will ensure that a logbook is kept on Site and that all faults and defects reported are recorded. A report for each call –out will be entered by the appointed contractors' technician in this book and signed by the technician and the inspector employed by the Client.

30. Handing Back of Site

At termination of the contract, the appointed contractor shall handover the to the Client in a good, function, clean and tidy condition. Should at such handover any defects, oversight or damage to the installation be detected, this shall, at discretion and to the satisfaction of the Client be rectified by, or the cost of the successful tenderer, before any outstanding payment(s) are released. (See Annexure E Site Handover Certificate).

**REPLACEMENT, MAINTENANCE, REPAIRS OF LIFTS AND
RESPONSE TO CALL-OUTS AT VARIOUS
HEALTH FACILITIES WITHIN FREE STATE
DEPARTMENT OF HEATH**

PART C3.3 TECHNICAL SPECIFICATION

PELONOMI HOSPITAL GROUP

Unit No.: 72BE9122

General:	
Unit No. & Brand name	05/L1024 SIGMA
Known As	Duplex
Location	NETCARE
Item	Specific Requirements
Load	1600kg
Speed	1,0m/s
Shaft Width	2208mm
Shaft Depth	2754mm
No. of Stops	2
No. of Openings	2
Travel	4358mm
Pit Depth	1700mm
No. of Car Doors	2
Door Width	1100mm
Door Height	2100mm
Door Type	Side opening telescopic
Operation	VVVF Microprocessor control
Machine Type	Gearless
Machine Room Location	Above
No. of Units	2
Number of landing Doors	2
Counterweight Safeties	No
Intercommunication Device	No
Shaft Lighting	Yes
Position indicators	In car: yes
Arrival Signals	Provide on all landings: yes

Machine

Item	Specific Requirements
Rated Speed	3600rpm
Load	24,2Amp
Ascending over-speed protection	No
Emergency Lowering Device	Yes
AC Power Regeneration	No

Unit No.: 72BE9123

General:	
Unit No. & Brand name	05/L1030 SIGMA
Known As	Duplex
Location	NETCARE
Item	Specific Requirements
Load	1600kg
Speed	1,0m/s
Shaft Width	2208mm
Shaft Depth	2754mm
No. of Stops	2
No. of Openings	2
Travel	4358mm
Pit Depth	1700mm
No. of Car Doors	2
Door Width	1100mm
Door Height	2100mm
Door Type	Side opening telescopic
Operation	VVVF Microprocessor control
Machine Type	Gearless
Machine Room Location	Above
No. of Units	2
Number of landing Doors	2
Counterweight Safeties	No
Intercommunication Device	No
Shaft Lighting	Yes
Position indicators	In car: yes
Arrival Signals	Provide on all landings: yes