

## C3: Scope of Work: Service Information

### Definitions:

In this Scope of Work:-

- 1) “**access-delayed time**” means the time taken from arrival on the *Site / Affected Property* by the *Contractor*, his sub-contractor or specialist-contractor and requesting access to the *Site / Affected Property* from the *Employer* or his Tenant until the time access is given.
- 2) “**ad hoc works**” also known as “**minor works**” means any repair (s), replacement (s) of component (s) or additions/alterations of the installations other than inspection, repairs, servicing or replacement listed in this contract.
- 3) “**affected property**” shall those premises/sites listed in this scope of work or any building/structure/premises within the geographical area applicable to this agreement.
- 4) “**break-down**” means a specific type of failure, where an item of an installation or equipment is completely unable to function.
- 5) “**call-out**” means an installation or related failure, requiring the Contractor to visit the *Site / Affected Property* outside of the scheduled maintenance period.
- 6) “**chargeable items**” mean the cost of replacement components or repairs required to maintain a reliable and safe Installation (excluding consumable items) and which are not covered under this Contract.
- 7) “**corrective maintenance’ (CM)**” means any maintenance activity which is required to correct a failure that has occurred or is in the process of occurring. This activity may consist of repair, restoration or replacement of components.
- 8) “**documentation**” means and includes any drawings, diagrams, calculations, designs and documents which are to be supplied to the Employer by the Contractor in terms of this Contract, together with any modifications to such documents as may from time to time be approved in writing by the Employer.
- 9) “**down-time**” the time that an item of equipment is out of service, as a result of equipment failure. The time that an item of equipment is available, but not utilized is generally not included in the calculation of downtime.
- 10) “**drawings / diagrams**” means drawings / diagrams referred to in the Specification and any modification of such drawings / diagrams approved in writing by the Employer and such other drawings / diagrams as from time to time may be furnished or approved in writing by the Employer.
- 11) “**emergency maintenance (EM)**” means maintenance work carried out in order to avert an immediate safety or environmental hazard, or to correct a failure with significant economic impact. This will be a danger to people, damage to property or the *Site / Affected Property*.
- 12) “**installation**” means the lift installation and all related equipment on / in the *Site / Affected Property*.
- 13) “**licences**” means the licences used / issued or deemed to be issued to the Service Provider from time to time in terms of applicable Act(s).

- 14) **“maintenance”** or **“check”** shall mean the efficient and effective examination, inspection, recording, deduction or calculation, service, repair and or replacement of components and parts of a unit / system / installation so that the unit / system / installation complies with the manufacturers, design and commissioning operational specifications and statutory / Employer requirements. This includes the cleaning, removal of components and waste, correct adjustment and setting, tightening, testing, fixing, refill, lubrication, balancing, rust prevention and touch up paint of the unit / system / installation.
- 15) **“maintenance plan”** will bear the same meaning as Contractors Plan.
- 16) **“non-inclusive contract”** will mean that Plant and Equipment (material) is excluded except that refer to in equipment of this scope of work below, The cost and quantity of spares and material is uncertain and therefore excluded.
- 17) **“normal working-hours”** means office hours, from 07h30 to 16h00 Monday to Friday excluding Public Holidays in South Africa.
- 18) **“person”** includes, a natural person, a partnership, a business trust, a foundation, any company or close corporation incorporated or registered in terms of any law, and other body of persons corporate or unincorporated.
- 19) **“preventative maintenance (PM)”** means the maintenance carried out at pre-determined intervals or corresponding to criteria and intended to reduce the probability of failure or the performance degradation of an Installation or equipment.
- 20) **“property”** means any movable, immovable or intellectual property or any right to such property.
- 21) **“repair”** means put into good condition after damage or wear, any component that forms part of the Installation or Equipment.
- 22) **“scheduled maintenance (SM)”** means the systematic inspection, cleaning, making of minor adjustments, testing, calibrating, measuring and recording, replacing of minor parts, and any other similar measures necessary to prevent deterioration, to assure reliability and availability.
- 23) **“scope of work”** will bear the same meaning as Service Information.
- 24) **“sensitive security area”** refers to computer centres, personnel records, cashiers, archives, top management office areas and all other areas indicated to the Contractor.
- 25) **“services”** means the work, functions, tasks, services, and / or goods to be performed, rendered and or supplied by the Contractor, including any subsequent variations or changes to such work, functions, tasks, services, or goods as may be agreed in terms of this Scope of Work.
- 26) **“service manager”** – a person appointed by the *Employer* in accordance to NEC TSC standard, responsible for issuing instructions to the *Contractor*, management of the *Contractor* and Service provided by the Contractor in terms of this scope of works.
- 27) **“shut-down maintenance”** means maintenance that can only be performed while equipment is shut down (equipment is turned off).
- 28) **“site”** means any site, place regardless of whether it is or form part of any temporary or permanent structure, building which is the property of, or is occupied or used by, or is under the control and / or management of the Employer.

TRANSNET PROPERTY

TENDER NUMBER: TP/2023/08/0002/41171/RFQ

DESCRIPTION OF THE SERVICE: PROVISION OF PREVENTATIVE, CORRECTIVE AND EMERGENCY MAINTENANCE PLUS MINOR NEW WORKS FOR LIFTS AT BELLVILLE ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS.

- 29) “**specifications**” the document to which is referred in this Scope of Work, in which the method and standards applicable to the rendering of the Service, as well as the materials to be provided and used, are described.
- 30) “**supervision**” means a competent person appointed by the Contractor to be on-site and responsible for the management of the Contractor’s staff and Service provided in terms of this Scope of Work.
- 31) “**technical information**” means and includes all information provided in the Specification, together with all drawings, diagrams, calculations, designs, Specification and other pertinent documents as may from time to time be furnished in writing by the Employer to the Contractor in connection with the Contractor’s Services.
- 32) “**tenant**” means any Person (including BU’s of Transnet other than Transnet Property) with his staff, client’s and service providers with whom the Employer has entered into a lease agreement for the whole or a portion of the Site / Affected Property.
- 33) “**tenant installation**” means all services, equipment and or installations paid for and owned by Other and not specifically describe as part of this Contract.
- 34) “**transnet property**” means – a specialist unit of Transnet (Soc) Ltd, a public company duly incorporated in accordance with the laws of South Africa with registration number 1990/000900/30, duly represented herein by the Group Executive Officer and or his duly appointed delegate, who warrants that he is duly authorised hereto;
- 35) Expressions defined in this Scope of Work shall bear the same meanings in the specifications, schedule or annexure to this Scope of Work which do not themselves contain their own definitions;
- 36) Schedules and/or annexures to this Scope of Work shall be deemed to be incorporated into and form part of this Scope of Work and as such each reference herein to “the Scope of Work” shall be deemed to include a reference to all such schedules and/or annexures.

## 1. Employer’s objectives

- 1.1. The *Employer’s* objective is to enter into a term service contract with the *Contractor* to provide preventative, corrective and emergency maintenance for Lifts and hoist installation works at Belcon Building and Transnet Park Building in Bellville (refer to Annexure 2 – Affected properties included in this contract) for a period of 36 months to satisfy legislative requirements relating to the Occupational Health and Safety Act, 1993, (Act No 85 of 1993).

## 2. Executive overview

- 2.1. The Employer is desirous that its Employees, Tenants and Others should receive the Service in order to ensure that the Installation/s in or on the Affected Property will comply with all related standards through the conclusion of this Term Service Contract with the Contractor.
- 2.2. The Scope of Work covers the provision of preventative, corrective and emergency maintenance services for Lifts installation in or on the Affected Property to ensure the safe and efficient operation of the Installations.
- 2.3. Service objectives, without in any way limiting Contractor's obligations, are such that the Contractor shall ensure:
- 2.3.1. the safety and comfort of passengers using the Installation;

TRANSNET PROPERTY

TENDER NUMBER: TP/2023/08/0002/41171/RFQ

DESCRIPTION OF THE SERVICE: PROVISION OF PREVENTATIVE, CORRECTIVE AND EMERGENCY MAINTENANCE PLUS MINOR NEW WORKS FOR LIFTS AT BELLVILLE ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS.

- 2.3.2. the accuracy of operation and reliability of the Installation's performance;
  - 2.3.3. that preventative maintenance is carried out at all times;
  - 2.3.4. that the Installation and associated spaces are kept clean and presentable at all times;
  - 2.3.5. that the Service is carried out in a programmed sequence (CONTRACTOR'S MAINTENANCE PROGRAM) in order to protect the Employers investment;
  - 2.3.6. that equipment is maintained and operated in accordance with the original or revised design specifications / parameters at all times;
  - 2.3.7. that all wearing parts are replaced timeously, thereby limiting the incidence of breakdowns, unplanned maintenance or repair and consequently maintaining maximum Installation availability; and,
  - 2.3.8. that the downtime does not exceed the maximum allowable downtime as specified in EMERGENCY CALL-OUT SERVICE AND DOWNTIME OF EQUIPMENT.
- 2.4. The Service shall be executed in accordance with the latest edition / amendment of the following inter alia:
- 2.4.1. The Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the regulations promulgated in terms of the Act.
  - 2.4.2. Lift, Escalator and Passenger Conveyer Regulation 2009
  - 2.4.3. Electrical Wiring Regulations SANS 10142-1 & 2
  - 2.4.4. National Building Regulations SANS 10400.
  - 2.4.5. The Regulations and By-laws of the Local Authority.
  - 2.4.6. The local Fire Department Regulations.
  - 2.4.7. Basic Conditions of Employment Act 75 of 1997
  - 2.4.8. Hazardous substance act 15 of 1973
  - 2.4.9. The Occupational Health and Safety Act, 1993
  - 2.4.10. The Construction Industry Development Board Act No. 38 of 2000 and amendments
- 2.5. The above documentation shall be kept on site by the Contractor at all times, inclusive of the Contractor's Safety file.

### 3. Description of the services

- 3.1. The Services is the provision of preventative, corrective and emergency maintenance of Lift and hoist Installations, together with all ancillary equipment, including: replacement of faulty / worn out components; adjustments; and, minor new works, all in situ and on a planned basis on/in the Site (indicated in Annexure 2 – Affected properties included in this contract) as described in the applicable Activity Schedules and any other documents attached to this Scope of Work, or any other work arising out of or incidental to the above or required of the Contractor for the proper completion of the Service in accordance to the true meaning and intent of this Contract.

- 3.2. The Contractor shall undertake full responsibility for the inspection, testing, servicing and maintenance of the Installation and shall warrant at all times the operational safety thereof, all in terms of the Occupational Health and Safety Act, 1993. Conveyor Regulations, 2010; and, applicable SANS specifications and shall, on behalf of the Employer, maintain the necessary records stipulated by the Act and Regulations.
- 3.3. The Contractor shall during the first inspection of the existing installation on/in the Site/ Affected Property:
- 3.3.1. Check the correctness of As-built Installation drawings/diagrams and documentation, where needed update this drawings/diagrams and thereafter kept it updated for the duration of this Contract. One copy of the drawings/diagrams and documentation will be handed over to the Service Manager (Building/Centre Manager). One copy of the drawings/Diagrams and documentation enclosed in plastic protection sleeves shall be located and retained in suitably sized and constructed steel cabinets/enclosures situated within the machine room. Any amendments to these wiring diagrams and documentation reprinted by the contractor within a ten (10) days period after such change occurring.
- 3.3.2. Within two (2) weeks of notification of acceptance of the tender, the Contractor shall submit to the Employer for his approval and acceptance a Contractors Plan / Maintenance Plan. No deviation from programmed dates will be allowed once agreed between the Employer and the Contractor. The first payment certificate will not be passed for payment until this program has been lodged and approved by the Employer.
- 3.3.2.1. Acceptance of the Contractors Plan / Maintenance Plan by the Employer shall not limit in any way the Contractor's responsibility to undertake whatever Service that is required during the Contract period to ensure safe operation of the Installations. The Plan shall be structured and implemented so as to ensure a maximum Installation operation and minimise downtime.
- 3.3.2.2. The Employer may order alterations, extras, additions to or omissions from the Services however it will not be of any force or effect unless reduced to writing. The Contractor shall carry out or give effect to such orders from the Employer. The rates for such work shall be agreed between the Contractor and the Employer, where rates are not quoted for in the Price List / Rates.
- 3.3.3. Examine the Installation in accordance with the manufacturer's maintenance instruction or where such instructions are not available the Contractor shall use his own maintenance instructions that will also include those set out in the attached Activity Schedules and update the relevant Activity Schedules for approval by the Employer.
- 3.3.3.1. This activity schedules shall be neatly bound and serve as a plant logbook for the installation.
- 3.3.3.2. The above-mentioned plant logbook located in the machine room shall maintain accurate records of all service procedures, site visits, stoppages, breakdown, planned repairs and safety related equipment operation tests and checks.
- 3.3.3.3. After each service, repair, or call-out he shall enter, sign and date remarks in the plant and other logbooks and provide copies to the Service Manager.
- 3.3.3.4. Failing to provide the Service manager with the relevant documents/copies will cause the installation to be seen as not being serviced and an amount will be deducted from the Contractor's monthly invoice.
- 3.3.4. Survey each of the Sites and identify the type of installation(s) and the equipment associated with the Installation; check correctness of the Inventory List (**Error! Reference source not**

**found.**); and, where necessary update this information and thereafter keep it updated for the duration of this Contract.

- 3.3.5. Conduct the condition assessment of all the lifts by the chief Technician with and provide a comprehensive report which shall be provided to the Employer with a detailed and fully motivated quotation for work immediately necessary to bring the Installation into a maintainable condition.
  - 3.3.5.1. This quotation will include the items discussed in this Scope of Work. This quotation shall be submitted to the Employer for his consideration and decision as to the necessity for the work.
  - 3.3.5.2. Failure to comply with this requirement shall imply that the Contractor accepts the Installation as being in sound working order and a satisfactory state of repair at the commencement of his Contract.
- 3.3.6. Provide a set of applicable Activity Schedules per Site that will be neatly bound to serve as a plant logbook for the Installation on the particular Site. The objective is to:
  - 3.3.6.1. Maintain equipment and equipment operation at all times in accordance with the original revised design specifications/parameters.
  - 3.3.6.2. Replace all parts timeously, thereby limiting the incidence of breakdowns, unplanned maintenance or repair and consequently maintain maximum equipment operation.
  - 3.3.6.3. Ensure that the downtime does not exceed the maximum allowable downtime as specified.
  - 3.3.6.4. Check the correctness and/or relevance of all Activity Schedules and where necessary provide the Employer with proposed amendments.
  - 3.3.6.5. Be responsible for the accuracy of the text and/or quantities written into the plant logbook and shall update the documents after the first inspection of this contract.
  - 3.3.6.6. Thereafter ensure that no alterations, deletions, or additions are made in the text and/or quantities of the plant logbook without the approval of the Employer. Any alteration, deletions or additions not approved by the Employer will not be recognised and the original wording and or quantities of the specific document will be adhered to.
- 3.4. The Contractor shall within thirty (30) days of notification of acceptance of the tender, provide the Employer with a customer communication logbook situated at a mutually agreed location for effective two-way communication, between the Employer and the Contractor. This communication logbook shall accurately record each and every site visit.
- 3.5. The Contractor shall as of the preventative and corrective maintenance, systematically examine the Installation in accordance with all regulations, the Contractor's Maintenance Program, this Scope of Works, the manufacturer's specification, the Activity Schedules, and shall perform the necessary adjustments, component replacements, cleaning and lubrication including:
  - 3.5.1. Being responsible for making arrangements with the Service Manager regarding the availability of the Installation for the purpose of servicing and/or repairs.
  - 3.5.2. Checking performance of sub-systems and control components against commissioning data and set points and re-commission or recalibrate if necessary.
  - 3.5.3. Examining, cleaning and equalizing tensions of all hoist, governor and compensation ropes. Renewing of all ropes, when the rope-wear or condition no longer complies with the manufacturer's specification and/or the requirements of the Occupational Health and Safety

Act, 1993 with regards to the maintenance and discarding of wire ropes. The ropes shall at all times produce an acceptable lift operation and shall ensure an adequate safety factor.

- 3.5.4. Repairing and/or replacing all electrical wiring and conductors extending to all parts of the Installation from the load side of the main breaker switch, distribution panels or other points of supply in the machine room.
- 3.5.5. Keeping the guide rails clean and properly aligned to ensure smooth and quiet operation.
- 3.5.6. Ensuring that all oil reservoirs are kept properly sealed to prevent leakage.
- 3.5.7. Cleaning and maintaining all motor / plant rooms, shafts and pits; keeping them in a neat and tidy condition and removing all debris and surplus materials from the Site.
- 3.5.8. Keeping the motor room floor, exterior of the machinery and any other parts of the Installation, properly painted and presentable at all times.
- 3.5.9. Visually inspecting lift floor levels and pits.
- 3.5.10. Informing the Employer at least thirty (30) days prior to the tests. The results and dates of all tests shall be recorded in the plant logbook.
- 3.5.11. Conducting all necessary tests including, but not limited to the following:
- 3.5.12. Thoroughly testing car and landing door locks mechanical and electrical, car door leading edge safety devices, emergency alarm bells, intercom and car door open buttons.
- 3.5.13. Thoroughly testing the electrical safety contacts, safety gear electrical contacts, governor electrical contacts.
- 3.5.14. Thoroughly testing the main hoisting ropes, final limits, governor rope and selector rope/tape.
- 3.5.15. Thoroughly testing the car and counterweight safety gear, speed governors, main brakes and buffers.
- 3.5.16. Thoroughly testing by actuating the lift break-glass unit or fire signal, the lift emergency fire control operation (**at intervals not exceeding 3 months**).
- 3.5.17. Thoroughly testing by simulation the lift emergency stand-by power controls operation (**at intervals not exceeding 3 months**).
  - 3.5.17.1. It is understood that the Employer or its duly appointed agents shall carry out emergency generator tests at regular intervals and this shall include testing of the lift's emergency power operation.
  - 3.5.17.2. The Employer shall notify the Contractor at least forty-eight (48) hours prior to the emergency power test.
  - 3.5.17.3. Should the emergency power test reveal that the lifts do not operate in accordance with the manufacturer's specifications, the Contractor shall be contacted and at no additional cost to the Employer, a technician experienced in the operation of the lift's emergency power operation shall immediately correct the situation.
  - 3.5.17.4. Should it be established that the call-out was not as a result of defective lift equipment, the Contractor shall be entitled to charge the Employer for the call-out at the applicable call-out rates.
- 3.5.18. Adjusting and functionally cleaning system components.

TRANSNET PROPERTY

TENDER NUMBER: TP/2023/08/0002/41171/RFQ

DESCRIPTION OF THE SERVICE: PROVISION OF PREVENTATIVE, CORRECTIVE AND EMERGENCY MAINTENANCE PLUS MINOR NEW WORKS FOR LIFTS AT BELLVILLE ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS.

- 3.5.19. Lubricating all moving parts.
  - 3.5.20. Checking and adjusting safety devices in accordance with equipment supplier's instructions.
  - 3.5.21. Cleaning all plant rooms and keeping them in a neat and tidy condition and remove all debris and surplus materials from the Site.
  - 3.5.22. Touching-up paint on equipment to minimise deterioration and to keep in an acceptable and neat condition.
  - 3.5.23. Furnishing a written report following each inspection and/or emergency call, incorporating a description of the malfunction and remedial action taken.
  - 3.5.24. Attending meetings from time to time with the Employer in order to discuss any technical matters and progress that require clarification or action, as and when required by the Employer or his representative.
  - 3.5.25. Submitting estimates to the Employer for the cost of repairs or replacements that become necessary, and upon receipt of instructions to that effect put the work in hand.
  - 3.5.26. Immediately reporting the need for emergency repairs to the Employer for further instructions.
  - 3.5.27. Forwarding copies of the log sheets, complaints received and service sheets on a monthly basis to the Employer or his representative.
  - 3.5.28. Providing an emergency call-out service on a 24-hour basis.
  - 3.5.29. Directing and supervising personnel to ensure efficient and timely execution of the Service in co-operation with the Employer or his representative.
  - 3.5.30. Directing and monitoring specialist sub-contractors.
- 3.6. The Contractor's obligations shall include repairing or replacing of:
- 3.6.1.1. motors, generators, brushes, brush holders, windings, commutators and any rotating elements,
  - 3.6.1.2. gear parts and drive sheaves,
  - 3.6.1.3. brake motors, brake coils, brake linings,
  - 3.6.1.4. electronic components, printed circuit boards, relays,
  - 3.6.1.5. solid state drive units,
  - 3.6.1.6. contact coils, resistances, controller parts and conductor cables,
  - 3.6.1.7. traction, compensation and governor wire ropes,
  - 3.6.1.8. rollers and liners for car and counterweight guide shoes,
  - 3.6.1.9. door equipment including motors, gear chains, locks, links, rollers, shoes and tracks,
  - 3.6.1.10. hydraulic pumps and motors, cylinders, pistons, rings, seals, valves and hydraulic piping,
  - 3.6.1.11. lamps and fittings for car lighting, indicator lamps, direction signal lamps and for lighting of the lift shaft, machine room and other mechanical parts,
  - 3.6.1.12. safety devices,
  - 3.6.1.13. bearings and bushes,
  - 3.6.1.14. lift handrail,
  - 3.6.1.15. any other mechanical, electrical and electronic parts considered necessary,

TRANSNET PROPERTY

TENDER NUMBER: TP/2023/08/0002/41171/RFQ

DESCRIPTION OF THE SERVICE: PROVISION OF PREVENTATIVE, CORRECTIVE AND EMERGENCY MAINTENANCE PLUS MINOR NEW WORKS FOR LIFTS AT BELLVILLE ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS.

- 3.6.1.16. all accessory equipment when considered necessary by the Contractor to ensure smooth and quiet operation and, except where roller guides are used, to keep the guide rails properly lubricated.
- 3.6.2. Renew all wire ropes as necessary to maintain the required factor of safety and equalise the tension on all hoisting ropes; and
- 3.6.3. Examine periodically as necessary all safety devices and governors and perform safety tests and inspections as prescribed in the Act.
- 3.6.4. It is employer's responsibility to provide the above-mentioned parts (See section 3.6.1.1 to 3.6.1.16), if not included in the cost of this contract, if included the necessary approval process shall be followed as outlined in the contract, this may include approval for re-repairs and re-engineering of equipment.
- 3.7. The Contractor shall maintain the plant and other logbooks of the Installation that are kept on the Site which contains such data and information that is required.
- 3.8. The Contractor shall at all times upon arrival on the Site for each inspection / service or call-out, report to the Service Manager in order to ascertain the reason for the call-out, and/or to obtain information with regard to any problems with the Service and or Installation on the Site.
- 3.9. Failing to report to the Service Manager will cause the Installation to be seen as not being serviced and an amount will be deducted from the Contractor's monthly invoice. Refer to Contract Data (Part one) Option X17
- 3.10. The Employer shall, at the request of the Contractor, arrange for necessary shutdowns of services and equipment to facilitate the execution of the Service wherever possible during normal working hours.
- 3.11. Installation modernisation:
  - 3.11.1. The Employer may, at any time for the purpose of the replacement, renewal, upgrading or refurbishing of the Installation, withdraw such equipment from the Contract, either by removing a single lift or by terminating the Contract as a whole. Such replacement, renewal, upgrading or refurbishing may be undertaken under a separate contract by invitation of new tenders or by negotiation with the Contractor.
  - 3.11.2. Should the Installation be modernised or refurbished, the Employer reserves the right to appoint any contractor of its choice for the modernisation or refurbishment.
  - 3.11.3. Upon termination or variation payment of cost for the Service will likewise terminate or will be reduced by the number of items withdrawn from the Contract.
  - 3.11.4. If a lift is switched off (electrically isolated) for periods exceeding one (1) month during the modernisation period, the Contractor shall credit the Employer eighty-five percent (85%) of the maintenance fees applicable to the switched off lift. The fifteen percent (15%) will be for Contractor to acquire the necessary knowledge and skill to maintain the modernised equipment after completion by the other contractor.
  - 3.11.5. Should the modernisation be awarded to a third party (not the Contractor), the Contractor shall assume no responsibility of any nature, for the safety of any person/s or goods affected by the said electrically isolated lift.
  - 3.11.6. On completion of the modernisation by the third party and prior to the Contractor continuing with the maintenance of the modernised equipment, the Contractor shall carry out a detailed

inspection of the said equipment to verify that the modernisation works in no way affects the Contractor's ability to continue effectively maintaining the Installation under this Contract.

3.12. Preservation maintenance

- 3.12.1. If the building occupancy drops to a level insufficient for the use of the Installation, the Employer at its discretion may elect to switch off one or more lifts in any bank of lifts and place the isolated lifts on preservation maintenance which shall be carried out in accordance with the requirements of this Contract.
- 3.12.2. Where the Employer notifies the Contractor in writing and takes one or more lifts out of service, the Contractor shall provide preservation maintenance for that lift as follows:
  - 3.12.2.1. The isolated lift(s) shall remain subject to the Service objectives as appropriate.
  - 3.12.2.2. Lifts will be isolated in rotation on a monthly cycle to balance the usage factor.
  - 3.12.2.3. Each lift shall be fully tested for operation and safety at the end of its isolation period and prior to being placed back into normal service.
  - 3.12.2.4. Any alterations to controller logic to optimize the operational performance made necessary by the isolation of a lift shall be carried out by the Contractor and charged as an additional Service (Task Order).
  - 3.12.2.5. The Contractor shall advise the frequency and scope of routine maintenance work during the preservation maintenance period. Monthly reports shall be provided on Service performed.
  - 3.12.2.6. The cost for preservation maintenance shall not include any allowance for call-out service applicable to the isolated unit(s).

3.13. Low Occupancy of Buildings:

- 3.13.1. The Contractor agrees to allow certain reductions in the monthly maintenance, rates for lifts installed in buildings affected by low tenant occupancy.
- 3.13.2. The Employer shall inform the Contractor in writing of accrued low tenant occupancy. Reductions accrued but not claimed in writing shall be forfeited by the Employer.
- 3.13.3. The reductions shown below shall be applicable to the full maintenance charge and shall be operative from the fourth (4) month of continued low occupancy which qualifies for a reduction and then only with regard to the reduction applicable from the fourth (4) month:

<b>%Tenant Occupancy</b>	<b>%Reduction</b>
10-49	10
50-64	6.5
65-80	5
Over 80	0

**Note:** The above percentage reductions are formulated taking into consideration the material portion of the maintenance charge only.

3.14. Exclusions from the contractor's obligations

- 3.14.1. The costs of call-outs and repairs necessitated by reason of negligence other than the negligence of the Contractor, its employees or agents and their misuse of the equipment, and excepting all normal fair wear and tear, shall be borne by the Employer. A breakdown of the rates, with specific reference to the amounts allowed for both labour and material, shall be clearly indicated on the Contractor's quotation.
  - 3.14.2. The cost of replacement of the Plant and Material covered under this Clause shall be borne by the Employer. Any components excluded under this Clause, which are modernised, replaced or repaired before or after the commencement of this Contract, shall automatically be deemed to be included in this Contract.
  - 3.14.3. The following items are not included or covered under this Contract unless their repair, replacement or adjustment can be attributed to the Contractor's omissions and/or negligence:
    - 3.14.3.1. The painting of the motor room wall and ceiling;
    - 3.14.3.2. All steel ropes
    - 3.14.3.3. Motor room doors, windows, lamps or fluorescent tubes and mechanical ventilation. However, the Contractor is to immediately report any defects to the Employer;
    - 3.14.3.4. Hoist way enclosures;
    - 3.14.3.5. Car and landing door panels, surrounds, frames, architraves and sills, unless this was caused by badly aligned doors, door operating equipment, worn hanger rollers and air-cords, etc. or resulted from incorrect running clearances;
    - 3.14.3.6. Car enclosures, decorative finishes, wall panels, suspended ceilings, light diffusers, handrails, mirrors, glass sides, glass doors, carpets or floor coverings;
    - 3.14.3.7. Caissons, cylinders and buried piping on hydraulic lifts, other than accessible wearing parts and seals; and,
    - 3.14.3.8. Telephone, closed-circuit television systems, power generating plants and security equipment.
    - 3.14.3.9. Trailing cables.
    - 3.14.3.10. Supply of wear and tear parts for the lift
    - 3.14.3.11. Supply of main motor, buttons, drives, controllers.
  - 3.14.4. At an additional cost to the Employer, the Contractor shall be obliged to install any additional equipment or accessories to the Installation which are recommended or required by the government, provincial, municipal or any other authority. Labour and/or material costs for these components will be brought to the attention of the Employer by means of a detailed written report and quotation prior to installation.
- 3.15. Emergency call-out service and downtime of equipment
- 3.15.1. The Contractor shall for the period of this Contract provide and maintain a 24-hour emergency call-out service, providing a qualified technician (competent person) to be called upon by the Service Manager to undertake any repeating or emergency service within the time as shown:
  - 3.15.2. Emergency service may be executed without receipt of a Task Order and solely on request of the Employer. The Contractor must however ensure that, where practicable, a representative of the Employer signs the job card on the Site. The Contractor must also ensure that he obtains a Task Order from the Employer the following working day.
  - 3.15.3. Only incidents that present an immediate safety or environmental hazard, or could have a significant economic impact will be regarded as emergencies. Such situations will pose a threat of injury or death to people, or damage to property or the Site.

- 3.15.4. The Employer's minimum requirements for resolution of Passenger Entrapment incidents are specified in Annexure 1 – Release procedures for passenger entrapment to this Scope of Work.
- 3.15.5. Response times for call-outs shall be as follow:
- 3.15.5.1. Passenger Entrapment call-outs shall not exceed twenty (20) minutes during normal working hours and not exceed forty (40) minutes after hours.
- 3.15.5.2. Normal breakdown call-outs shall not exceed forty (40) minutes during normal working hours and not exceed ninety (90) minutes after hours.
- 3.15.6. Downtimes for the equipment on/in the Sites shall be as follow:
- 3.15.6.1. The downtime of a lift shall not exceed four (4) hours.
- 3.15.6.2. The downtime for more than one (1) lift at the same time shall not exceed six (6) hours.
- 3.15.7. Should repairs not be possible within the downtime as indicated in Clause 7.4 above it will be the responsibility of the Contractor to obtain an extension of time. The request must describe the breakdown, the cause thereof, and state clearly all the reasons for the extension of time and the period required to execute the repair.
- 3.15.8. Failure by the Contractor to meet the response-times or downtimes under normal circumstances shall indicate the Contractor's inability to provide the required Service and shall invoke termination of this Contract.
- 3.15.9. The Contractor shall ensure that the Service Manager is at all times in possession of all telephone numbers and contact addresses that may be necessary to enable the Employer to make emergency calls / call-outs.
- 3.15.10. Call-outs that arise from breakdowns shall be analysed by the Contractor on a monthly basis and appropriate remedial action shall be taken.
- 3.15.11. The Contractor shall ensure that the frequency of call-outs / breakdowns does not result in the target number of one (1) call-out per lift per two (2) months being exceeded. The fault analysis (call-out rate) shall be compiled by the Contractor on a monthly basis. The details of all call-outs shall be recorded by the Contractor and this history shall be kept for at least three (3) years.

## 4. Management Structures

### 4.1. Performance Indicators

#### 4.1.1. Performances Measures

- 4.1.1.1. Should Contractor fail to meet the Service Levels set out in Section 2 of this Service Level Agreement and further fail to remedy the Non Performance in accordance with the remedy period indicated in a Notice of Non Performance, it shall be liable to the Client for a Deduction only in respect of the Critical Items detailed in Table 1 hereto, and determined in accordance with the table below. Such Deduction shall be assessed on a daily basis and set off against any payments due by the Client to Contractor
- 4.1.1.2. The Deduction shall be calculated by multiplying the Amount at Risk (5% of the contract value) by the cumulative weighting factors incurred over the measurement period.

Key Performance Area	Key Performance Indicator	Key Performance Target	Penalties
PM Schedule Compliance	% Compliance to escalation timeframes/scheduling timeframes/completion dates	100%	<ul style="list-style-type: none"> <li>5 % of the monthly invoice, amount payable the following month</li> <li>3 consecutive non-conformances will result in termination of contract</li> </ul>
Statutory Inspection Compliance	Maintaining statutory (OHS Act and other Regulations) compliance of the premises and meeting the requirements	100%	<ul style="list-style-type: none"> <li>No non-compliances will be tolerated.</li> <li>Immediate termination of contract for any non-compliance</li> </ul>
Key Plant Availability	$\frac{\text{Total man – hours per month – Down Time (Job Cards)}}{\text{Total Time}}$	95%	<ul style="list-style-type: none"> <li>5 % of the monthly invoice, amount payable the following month</li> </ul>
Safety	Life Threatening Incidents	<0: Hours without LTI	<ul style="list-style-type: none"> <li>No non-compliances will be tolerated.</li> <li>Immediate termination of contract for any non-compliance</li> </ul>
Time to Quote	Average number of business days to get a quote to be approved by <i>Employer</i> .	2 days (Dependant on nature and extent of works).	<ul style="list-style-type: none"> <li>5 % of the monthly invoice, amount payable the following month</li> <li>2 days (Dependant on nature and extent of works).</li> </ul>
Skills base and Staff compliment	As per skills list in the pricing data/SOW requirements.	Full compliance on any inspection day (non- compliance will result in termination of contract)	<ul style="list-style-type: none"> <li>Deduction of the rate for the skill not found plus 20 % of the monthly invoice, amount payable the following month</li> <li>2 consecutive non-conformances will result in termination of contract</li> </ul>
Environmental Contraventions	Environmental standards are regularly monitored, reviewed and maintained in accordance with all legal and regulatory requirements  Number of notices issued.	0	<ul style="list-style-type: none"> <li>No non-compliances will be tolerated.</li> <li>Immediate termination of contract for any non-compliance</li> </ul>
Call-outs Response Time	Passenger Entrapment (from the Contractor's receipt of an official request, to his attendance on Site / Affected Property)	<ul style="list-style-type: none"> <li>Shall not exceed 20 minutes during normal working</li> <li>Shall not exceed 40 minutes after working hours.</li> </ul>	<ul style="list-style-type: none"> <li>5 % of the monthly invoice, amount payable the following month</li> </ul>
	Normal break-down calls (from the Contractor's receipt of an official request, to his attendance on Site / Affected Property)	<ul style="list-style-type: none"> <li>Shall not exceed 40 minutes during normal working hours</li> <li>Shall not exceed 90 minutes after hours.</li> </ul>	<ul style="list-style-type: none"> <li>5 % of the monthly invoice, amount payable the following month</li> </ul>
Downtime of equipment	Allowed downtimes for the equipment on / in the <i>Site / Affected Property</i>	<ul style="list-style-type: none"> <li>The downtime for a lift shall not exceed four (4) hours</li> <li>The downtime for more than one (1) lift at the same time shall not exceed two (2) hours.</li> </ul>	<ul style="list-style-type: none"> <li>5 % of the monthly invoice, amount payable the following month</li> </ul>

Table 1: Performance Indicators

#### 4.2. Management meetings

- 4.2.1. The *Contractor* or its duly authorised representative on the Site/Affected Property shall be required to attend monthly (as needed) Maintenance Co-ordination/Risk Reduction meetings with the *Employer* or his delegate at the Site/Affected Property to discuss the provision of Services, and the *Contractor* warrants that any representative who attends such Maintenance Co-ordination/Risk Reduction meetings on its behalf shall be duly authorised to do and to bind the *Contractor* vis-a-vis all decisions taken and agreements reached. Minutes and records of such Maintenance Co-ordination/Risk Reduction meetings shall be the responsibility of the *Employer*. Minutes will be made available to the *Contractor* within seven (7) working days.
- 4.2.2. The *Contractor* must present a monthly written report on the Services rendered by it, in respect of the Site/Affected Property. Unless the *Employer* prescribes otherwise, this report shall include the following:
- 4.2.2.1. Name, address and telephone number of the *Contractor*.
  - 4.2.2.2. Date of report and reporting period.
  - 4.2.2.3. Detail on the results of each examination, including any faults analysis, modification, replacement and repair work, adjustment and test carried out.
  - 4.2.2.4. Results of tests on safety devices.
  - 4.2.2.5. Incidents/events.
  - 4.2.2.6. Problems, including administrative problems with the Employer experienced during reporting period.
  - 4.2.2.7. Any factors that affect, or may affect, the safety of the Site / Affected Property or Installation, people and equipment.
- 4.2.3. The Employer may request supplementary and interim written reports from the Contractor.
- 4.2.4. The Contractor shall provide on request of the Employer, computer generated reports detailing a history of call-outs, repairs and breakdown repairs etc.

#### 4.3. Contractor's Management, Supervision and Key People

- 4.3.1. The *Contractor* shall appoint on the Site / Affected Property a "competent" person in charge. Any instruction to him / her by the *Employer* shall be deemed to have been issued to the *Contractor*. Whenever the representative (supervisor) is absent from the Site / Affected Property a suitable person shall be appointed to act as his / her deputy.
- 4.3.2. The Contractor shall ensure that at all times there is sufficient suitably qualified and experienced personal to provide the Service. The Service covered in this Contract must be executed under direct supervision of a qualified technician who is registered in accordance with the relevant statutory regulations where applicable.
- 4.3.3. The Contractor shall ensure that maintenance work of a technical nature shall be performed by "Competent" persons as defined in the Occupational Health and Safety Act who are qualified artisans experienced and skilled in maintaining equipment similar to that which is to be maintained.
- 4.3.4. All employees provided by the Contractor in terms of this Contract shall at all times be neat and properly clothed to the satisfaction of the Employer, the Employer reserves the right to request such employees to wear a uniform or overall of a type, cut and design approved by the Employer and purchased by the Contractor. Employees must be identifiable as employees of the Contractor by means of their uniforms:

TRANSNET PROPERTY

TENDER NUMBER: TP/2023/08/0002/41171/RFQ

DESCRIPTION OF THE SERVICE: PROVISION OF PREVENTATIVE, CORRECTIVE AND EMERGENCY MAINTENANCE PLUS MINOR NEW WORKS FOR LIFTS AT BELLVILLE ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS.

- 4.3.4.1. The *Contractor*, or any agent or employee of his, must wear protective clothing where necessary. The *Contractor* must supply the relevant protective clothing at his own cost and included in the pricing of the Service.
  - 4.3.5. Personal hygiene must be maintained by the Contractor's employees and agents at all times.
  - 4.3.6. The Contractor and its employees will maintain silence within reasonable bounds on the Site / Affected Property.
  - 4.3.7. The salaries or wages paid by the Contractor to his employees must at all times comply with the applicable statutory requirements in respect of minimum wages.
  - 4.3.8. All training and evaluation costs as provided for in terms of this Contract shall be borne by the Contractor.
  - 4.3.9. It is the intention of both Parties that employees provided in terms hereof shall, as far as practically possible, not fail to carry out their duties as a result of any form of intimidation. Should intimidation of employees be suspected, the Contractor shall take prompt action in conjunction with the South African Police Service to remedy the situation.
    - 4.3.9.1. Such action shall, if deemed necessary by the *Employer*, include immediate replacement of the employees involved.
    - 4.3.9.2. The *Contractor* shall forthwith notify the *Service manager* of any form of intimidation its employees may be subjected to.
  - 4.3.10. Should the Employer at any time during the term of this Contract make any facility available to the Contractor, the Contractor shall, at its own cost maintain and keep such facility during the term of this Contract in a clean, tidy and sanitary condition and shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the Contractor, fair wear and tear excepted. The Contractor will be liable for all electricity cost.
  - 4.3.11. The Contractor shall make his own arrangements in respect of the installation and provision of telephones at the Site / Affected Property at his own cost, should the Contractor deem it necessary.
  - 4.3.12. The employees of the Contractor may only use toilet facilities that have been pointed out to them.
  - 4.3.13. The employees of the Contractor may use rest-room facilities that have been pointed out to the Contractor (if available). However, it is not the duty of the Employer to make such rest-room facilities available.
  - 4.3.14. The Contractor shall further ensure that all workmen are fully aware of the conditions and requirements of this Contract and shall furnish all workmen with copies of all relevant Standard Specifications and Regulations.
  - 4.3.15. If the Employer requires any information regarding any of the employees of the Contractor who are involved in the rendering of the Service in terms of this Contract, the Contractor will furnish such available information immediately.
- 4.4. Deliverables
- 4.4.1. The service *Contractors* shall submit the following reports, attached to all invoices:
    - 4.4.1.1. Report on services delivered/performed;
    - 4.4.1.2. Service delivered performance;

TRANSNET PROPERTY

TENDER NUMBER: TP/2023/08/0002/41171/RFQ

DESCRIPTION OF THE SERVICE: PROVISION OF PREVENTATIVE, CORRECTIVE AND EMERGENCY MAINTENANCE PLUS MINOR NEW WORKS FOR LIFTS AT BELLVILLE ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS.

- 4.4.1.3. Chemicals used;
- 4.4.1.4. Completed checklist where applicable;
- 4.4.1.5. Ad hoc services requested where applicable;
- 4.4.1.6. Any and all staff and labour issues that can affect service delivery to Transnet Property;
  
- 4.4.1.7. Incident report summary as compiled. All incidents shall be reported as soon as they occur and a flash/notice report generated within the same shift. A detailed investigative report with corrective and preventative detail shall be submitted within 48 hours from the occurrence of the incident.
  
- 4.4.1.8. The weekly and monthly reports shall have a summary of key issues affecting the plant, major breakdowns etc. The Employer reserves the right to alter the format and information required on this report.

4.5. Documentation Control

- 4.5.1. The *Employer* will provide the *Contractor* at the appropriate times with the Technical Information necessary to enable the *Contractor* to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the *Employer* and on demand and on termination of the Contract shall be returned to the *Employer*.
- 4.5.2. During the progress of the Services/Task and prior to their completion, the Contractor will submit to the Employer any Documentation as requiring submission to the Employer prior to completion of the Contract/Task.
- 4.5.3. If it is agreed between the Employer and the Contractor that modifications to any such Documentation are necessary, then such modifications shall be incorporated in the relevant Documentation by the Contractor and the Documentation, thus modified will be re-submitted to the Employer prior to the completion of the Contract/Task.
- 4.5.4. Where applicable, the Documentation to be supplied to the Employer in terms of this Contract will include updated copies of the Documentation, duly modified where necessary to cover the Contractor's Services.
- 4.5.5. The Employer may from time to time during the progress of the Contract instruct the Contractor to submit for approval, perusal or prior to the completion of the Contract/Task such additional Documentation as the Employer may require.
- 4.5.6. The times for submission of the Documentation shall be as stipulated in the Scope of Works or where not so stipulated, then on dates to be mutually agreed between the Employer and the Contractor, but generally as soon as possible after such Documentation is completed by the Contractor.
- 4.5.7. The Contractor will maintain an up-to-date schedule of all Documentation showing the date of all such Documentation, which schedule shall be supplied to the Employer by the Contractor at agreed intervals.
- 4.5.8. The Employer will have the right at all reasonable times to inspect the Documentation of the Contractor or any Sub-Contractor.
- 4.5.9. All Documentation shall become and remain the property of the Employer. Title to all information, know how, inventions and improvements disclosed to the Employer by the Contractor under the Contract will become the property of the Employer.
- 4.5.10. Approval given by the Employer shall not relieve the Contractor from responsibility for due performance of this Contract and adherence to Technical Information provided by the Employer. The Contractor shall protect and save harmless the Employer and Employer's employees against all losses, expenses, demands, errors or omissions, including faulty

design and / or detailing of the Contractor, its sub-Contractors, agents or employees in the provision of any Documentation under the terms of the Contract. To this end, it shall be the Contractor's responsibility to arrange professional indemnity cover through an insurance company acceptable to the Employer, the limits of such cover to be determined by the Employer in relation to the Service.

- 4.5.11. The Contractor shall inform the Employer in writing prior to carrying out of any modification to the existing Installation by the Contractor, even if this modification may benefit the Installation or if the cost of this modification is for the Contractor's account.
- 4.5.12. The Contractor shall inform the Employer of all improvements or revisions related to the Installation. These notifications shall take the form of technical notices or sales releases under a covering letter from the Contractor.
- 4.5.13. The Contractor shall on a monthly basis provide the Employer with all records related to this Contract/Service.
- 4.5.14. The Contractor shall provide maintenance site registers located in the plant rooms and maintain accurate records of all service procedures, site visits, stoppages, breakdowns, planned repairs and safety related equipment operational tests and checks.

#### 4.6. Invoicing and Payment

- 4.6.1. When making a claim for payment, the *Contractor* shall submit to the *Service manager* or appointed *Employer* representative a complete and correct pro-forma invoice with all relevant service reports / sheets, log sheets, invoices, time sheets for any authorised additional work, schedules and reports properly complete setting out details of Services / Tasks carried out and recommendations for any additional work required to enhance and maintain the performance and reliability of the Installation for scrutiny and verification of the correctness. Thereafter, inspections will be carried out by the *Service manager* or appointed *Employer* representative, to affect quality assurance. If the Service has been completed to his satisfaction, only upon agreement being reached on the amount to be included in the payment certificate shall the *Contractor* provide the *Employer* with a VAT invoice.
- 4.6.2. The following information shall be reflected on the pro-forma invoices and or VAT invoices:
  - 4.6.2.1. Full description of Service / Task performed. (In respect of emergency call-outs, the time and date and name of the person who called the *Contractor* must be indicated).
  - 4.6.2.2. Fixed monthly contracted services performed.
  - 4.6.2.3. Detailed list of materials / spare parts used showing unit prices, Contractor's mark-up, and sub-total.
  - 4.6.2.4. Copies of all applicable invoices with the applicable Installation inventory number (invoices without order numbers will not be processed for payment).
  - 4.6.2.5. V.A.T.
  - 4.6.2.6. Grand Total.
- 4.6.3. Supporting documentation must be furnished in respect of all materials / spare parts and sub-contract service bought out in the form of copies of supplier/s invoices or copies of priced delivery notes. Notwithstanding the foregoing, the *Service manager* or appointed *Employer* representative shall have the right to call for invoices rendered by suppliers to the *Contractor* in respect of spares and materials purchased for repairs and service to Installations and shall be entitled to withhold the issuing of the payment certificate to the *Contractor* until such information / documentation have been furnished to the *Employer*, provided that, in respect

of additional documentation required by the *Employer*, the *Employer's* instruction shall have been given to the *Contractor* in sufficient time before any such payments certificate became due.

4.6.4. No payment for the labour portion of this contract will be considered without supporting documentation verifying the activity schedule execution against the approved maintenance plan for the applicable period.

4.6.5. Payment will be made thirty (30) days from the date of receipt of the *Contractor's* signed invoice and credit notes.

4.6.6. In the event that any emergency service / work / task order or overtime is provided at the *Employers* request and subsequent inspection does not reveal any defect for which the *Contractor* is responsible the *Contractor* reserves the right to charge the *Employer*, in accordance with the agreed day work rates plus all travelling.

#### 4.7. Training Workshops and Technology Transfer

4.7.1. All training and evaluation costs as provided for in terms of this Contract shall be borne by the *Contractor*.

#### 4.8. Design and Supply of Equipment

4.8.1. The *Contractor* ensures that the design is fit for the purpose intended. As far as applicable to maintenance and operations, the design will be in accordance with the mutually agreed specifications.

4.8.2. Things Provided at the End of the Service Period for the *Employer's* Use

##### 4.8.2.1. Equipment

a) The inventory materials and spares that were purchased by the *Employer* during the tenure of the contract should be returned provided the *Contractor* still holds some in stock.

##### 4.8.2.2. Information

a) The drawings/diagrams will remain in the sole custody of the *Employer*. Two copies thereof will be furnished to the *Contractor* free of cost, but any further copies shall be paid for by the *Contractor*. The *Contractor* shall give reasonable notice in writing to the *Service manager* of any further drawing/diagrams or specification that may be required for the execution of the Service.

b) The *Employer* will provide the *Contractor* at the appropriate times with the Technical Information necessary to enable the *Contractor* to complete the Services in accordance with the Accepted Plan and schedules. All Technical Information shall be and remains the property of the *Employer* and on demand and on termination of the Contract shall be returned to the *Employer*.

#### 4.9. Management of Work Done by Task Order

4.9.1. The *Contractor* shall in the event of repairs or replacements of components or additions / alterations to the Installations, other than inspection, adjustment, repairs, servicing or replacements listed in this Contract becoming necessary, submit a detailed estimate for such

work to the *Service manager* and obtain approval from the *Employer* before attending to the work.

- 4.9.2. No work other than that described in the Activity Schedules will be done by the Contractor without a Task Order (official order number) issued to the Contractor by the Service manager. This Task Order (order number) will refer to a complaint number and details regarding the work that must be attended to by the Contractor in writing.
- 4.9.3. Should the Contractor in the course of performance of the Service become aware of the necessity for any emergency repair, such emergency will forthwith be reported to the Service manager for further instructions, provided that nothing herein contained will preclude the Contractor or relieve the Contractor from the obligation of taking all such immediate and reasonable steps as may in the circumstances be necessary for the proper maintenance and upkeep of the Installations and the safety of the user(s). The Contractor shall at all times, follow and implement the specified and mandatory safety procedures.
- 4.9.4. The Contractor will not be entitled to preferential consideration in respect of new work in or the site/ Affected Property or installation. The Employer reserves the right to employ other Contractors on an open tender basis where maintenance or new works are done on a project basis and not be a Term Service Contract.
- 4.9.5. The Employer reserves the right to execute any maintenance or repair work covered under this Contract with his own employees.
- 4.9.6. Should it be required from the Contractor to affect additional work not priced in this Contract such additional work will be identified and cost in terms of the Price List / Rates as per this Contract.
- 4.9.7. Any additional work required beyond the scope of this Contract is to be noted as a quotation. Quotations for the additional work are to be received by the Employer within 7 days.
- 4.9.8. Where the Price (material or labour, or material and labour) is not stipulated in the Price List/Rates or is not of a similar nature the cost will be based on a fixed labour price as per Price List / Rates (during normal working hours) plus material content (excluding that in the Equipment clause) based on proven cost (Supplier/s quotations with deductions for all discounts, rebates and taxes which can be recovered) plus a agreed percentage Fee. Refer to Price List / Rates.
- 4.9.9. The Contractor must provide his job cards specifying detail of repairs, this Task Order (official order number(s)) and breakdown of cost into labour and material (for non-Activity Schedule work) and signed off by the Service manager. In addition to the original completed job card submitted with his account / invoice, the Contractor must submit a copy of the job card to the Service manager for audit purposes and retain a third copy for his official records. The Contractor shall also conduct and submit a Root Cause Analysis within 48 hours of completing the activity.

## 5. Health and Safety, Environment and Quality Assurance

### 5.1. Health and safety, Risk, Environmental Constraints and Management

- 5.1.1. The *Contractor* must, for the duration of this Contract, comply with the terms of any Act of Parliament and with the regulations and rules of any local or other authority with regard to the Service, and he must at all times notify such an authority when notice is required and pay all fees to the authority that are payable with regard to the Service. The *Contractor* undertakes to indemnify the *Employer* against all losses, costs, damage or expenses caused by the *Contractor's* failure to comply with the requirements of any such local legislation or Act of Parliament, regulations and rules. Should such fees not be paid by the *Contractor*, the

*Employer* may, although it is not obliged to do so, directly make the payment. Such payment and any expenses incurred by directly making the payment and arrangements with regard thereto shall be deducted from the payment due to the *Contractor*, or it shall be recovered from him.

5.1.2. The *Contractor* shall comply with the Occupational Injuries and Diseases Act. (Act 130 of 1993) and any amendments thereof: The *Contractor* shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.

5.1.3. The *Contractor* shall comply with the Occupational Health and Safety Act (Act No. 85 of 1993). The *Contractor* is, in terms of section 37(2) of the Act deemed to be an *Employer* in his own right with duties as prescribed in the Act and agrees to ensure that all work will be performed or machinery or plant will be used in accordance with the provisions of the Act, that all persons in his employ, other persons at the place of any work performed by him and under his control and other persons who may be directly affected by his activities are not exposed to hazards to their health and safety, with particular reference to both the performance of the Service and the safety of the Installation maintained in terms of this Contract. This Contract and all documents attached or referred to, form an integral part of this Contract and procedures mentioned in the aforementioned section of the Act.

5.1.4. The *Contractor* shall at his own costs at all time comply with the provisions of all such Laws, Provincial Ordinances, Local Authority Bylaws and all relevant Regulations framed there under which are applicable to the Service to be undertaken.

## 5.2. Quality assurance requirements

5.2.1. All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the *Contractor* will be expected to draft quality plans for the *Service manager* from time to time. Emphasis must be on improving system reliability and on ensuring that rostered maintenance work is indeed performed as and when required.

5.2.2. All new parts should be replaced with original OEM prescribed parts and the quality should be in accordance with SABS, SANS, ANSI standards.

## 6. Procurement

### 6.1. Plant and Materials

6.1.1. The supply of Plant and Material not covered in this Contract will be charged at nett cost plus a Fee as recorded in this Contract.

6.1.2. The *Contractor* shall ensure that any and all material procured by the *Contractor* for this Contract, are obtained at least at rates that are available to the *Employer* for similar material. Should the *Contractor* obtain material at a premium and should the *Employer* be able to prove that the *Contractor* did not endeavour to minimise the higher rate/s, the *Employer* may select not to reimburse the *Contractor* for the portion of the price for which the *Contractor* paid a premium. A minimum of 3 competitive quotes shall be sourced by the *Contractor* for such material to be supplied.

6.1.3. The *Employer* may supply Plant and Material for the Service on a free issue basis which means that the Fee will not be applicable on these items. Should the *Employer* provide or make available any Plant and Material, the *Contractor* shall be responsible for proper and economical transport, storage and use thereof. The cost of any loss or damage to the *Employer's* plant and material other than through normal wear and tear, and any uneconomical use or loss of Plant and Material provided by the *Employer*, will be recovered from the *Contractor*.

TRANSNET PROPERTY

TENDER NUMBER: TP/2023/08/0002/41171/RFQ

DESCRIPTION OF THE SERVICE: PROVISION OF PREVENTATIVE, CORRECTIVE AND EMERGENCY MAINTENANCE PLUS MINOR NEW WORKS FOR LIFTS AT BELLVILLE ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS.

- 6.1.4. Only Plant and Material of the best quality and approved by SABS and / or satisfying the manufacturer's requirements are to be used in the execution of the Service and the Service is to be performed in a proper workmanlike manner to the full satisfaction of the Employer or any statutory institution.
- 6.1.5. Replacement parts, Plant and Materials used must meet the original manufacture's requirements. Only parts that are correctly designed, manufactured and suitable in all respects shall be used. Any alternative replacement needs to be approved by the Employer and conform to SANS specifications and must where possible carry an appropriate mark of approval.
- 6.1.6. The Contractor shall inform the Employer in writing with all documents and drawings at least forty-eight (48) hours prior to carrying out any modification to existing Installation/Equipment deemed necessary by the Contractor.
- 6.1.7. The Contractor shall provide and keep or have access to a national or international inventory of all wearing parts in respect of the Installation. The Employer reserves the right to inspect the spares inventory at any time during the term of this Contract.
- 6.1.8. No existing equipment, apparatus, appliance or parts of the Installation will be replaced, re-sited, refurbished or be declared redundant without the written consent of the Employer. Replaced or redundant parts remain the property of the Employer and shall be delivered to the Employer to be scrapped where after the Contractor will remove it unless otherwise decided by the Employer.
- 6.1.9. The Contractor shall inform the Employer at least one (1) week prior to commencing planned repairs, which may necessitate the Installation / Equipment being removed from service for periods exceeding two (2) hours.
- 6.1.10. Risk of loss of, or damage to any goods supplied shall remain with the Contractor until such goods supplied have been installed by the Contractor, approved and taken over by the Service manager.
- 6.1.11. The Contractor undertakes to renew the guarantees of any item in whole or in part which may become defective or faulty during the guarantee period and extend the guarantee for a further term related to the original guarantee. Any such item shall be repaired, replaced or re-instated by the Contractor free of charge to the Employer. Should any item forming part of the Installation and which has been repaired, overhauled, refurbished, serviced or worked on by the Contractor in terms of this Contract, become defective or faulty, during guarantee period (a reasonable time) such items shall be repaired, replaced or re-instated by the Contractor free of charge.
- 6.1.12. No Plant, Material and Equipment shall be shipped or delivered to Site/Affected Property until permission has been obtained by the Contractor from the Employer that these may be delivered. The Contractor shall be responsible for the reception at the Site/Affected Property of all plant and Contractor's equipment delivered for the purpose of this Contract.
- 6.1.13. Except where specifically stated otherwise, the transport to, off-loading, positioning, stacking and storing on the Site/Affected Property of all plant, material, machinery etc. used in connection with the Works by the Contractor shall be the responsibility of the Contractor, including all necessary supervision, labour and equipment for this purpose, and the cost thereof shall be included in the bill of activity schedules.
- 6.1.14. All Plant and Material stored on Site/Affected Property must be suitably protected and secured against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The Contractor shall remain fully responsible for all material and plant etc. until the completed Works are handed over to, or have been officially accepted by the Employer.

- 6.1.15. The Contractor shall cede to the Employer any suppliers or factory guarantees of repaired or replaced components and ensure that such guarantees are not jeopardized in any way. All workmanship and repairs shall be guaranteed for twelve (12) months and so stated on all invoices (failure to do so will delay payment).
- 6.1.16. All plant, parts, machinery etc., removed from Site / Affected Property for repair purposes shall be signed for by the Contractor if it is removed from the Site. The appropriate receipt form (model number, serial number, part etc.) shall be in duplicate form and available for inspection at any time at either the Service manager or called for from the Contractor.
- 6.1.17. The Contractor shall be responsible for the provisioning of all material, products, consumables (disposable materials, grease, oils, hacksaw blades, insulation tape required, cleaning materials etc.), replacement of nuts, bolts, washers, self-tapping screws etc. plus Equipment (including but not be limited to ladders, scaffolding or specialised tools) that might be needed in order to render an efficient Service at his own cost and included in the Price List / Rates.
- 6.1.18. The Employer reserves the right to take samples of any consumables and or material supplied by the Contractor for analysis if deemed necessary

## 6.2. Correction of defects

- 6.2.1. If the *Employer* decide that any work done by the *Contractor* or any sub-*Contractor* is defective or not in accordance with the Contract or does not fulfil the requirements of the Contract and as soon as reasonably practicable give to the *Contractor* notice in writing of such decision giving particulars of the alleged defect, the *Contractor* shall with all speed make good the defects so specified.
- 6.2.2. The cost of making good such defects shall form part of the Contract Bill of schedule, including where a defect is due to negligence or failure of the Contractor, his servants, agents or sub-Contractors, to exercise good faith or the standard or care which would normally be exercised by duly qualified persons engaged in the business of the Contractor.
- 6.2.3. Should the Contractor fail to fulfil any of its obligations in terms of this Contract or should such Service not be completed with due diligence and in a proper and workmanlike manner to the satisfaction of the Employer and should the Contractor fail to remedy such breach within the timeframe from the date of written notice from the Employer calling upon to do so, the Employer shall have the right without prejudice in terms of this Contract or at law, without further notice to the Contractor.
- 6.2.3.1. Appoint another person other than the *Contractor* to complete the Service in question and to recover from the *Contractor* all cost to complete the work in question plus an administration costs of twenty five (25) percent (%) of the price the other *Contractor* charge the *Employer* to complete the Service, or
- 6.2.3.2. Cancel this Contract and recover from the *Contractor* any damages that it may suffer as a result of such cancellation and / or breach.

## 7. Working on Affected Property

### 7.1. *Employer's* site entry and security control, permits, and site regulations

- 7.1.1. The *Contractor* shall at all times ensure that its employees, agents, representatives, specialist-, sub-*Contractors* and suppliers:

TRANSNET PROPERTY

TENDER NUMBER: TP/2023/08/0002/41171/RFQ

DESCRIPTION OF THE SERVICE: PROVISION OF PREVENTATIVE, CORRECTIVE AND EMERGENCY MAINTENANCE PLUS MINOR NEW WORKS FOR LIFTS AT BELLVILLE ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS.

- 7.1.2. Comply with all security measures and directives imposed by the Employer, or his delegate, tasked with managing the Services in or on the Site / Affected Property.
  - 7.1.3. Keep the access gates / doors locked at all times. If any security problems are noticed, the Contractor shall immediately notify the Service manager.
  - 7.1.4. Shall in terms of this Scope of Work when on duty (unless the Employer should decide otherwise), wear an identity disc, tag or other device as agreed upon between the Parties. For the purposes of this Scope of Work, an identity disc, tag or other device prescribed by the Employer shall at least contain the following information in respect of the Contractor's personnel:
    - 7.1.4.1. a colour photograph of the relevant member
    - 7.1.4.2. full names and surname
    - 7.1.4.3. identity number
  - 7.1.5. The identity disc shall at all times be visibly displayed on the employee's person while he/she is on the Site / Affected Property. The necessary control must be exercised over such identity discs to prevent them from falling into unauthorised hands. The Contractor will be liable for the replacement cost of lost identity disc.
  - 7.1.6. All employees of the Contractor will be subject to the requirements set out in section 2(2) of the Control of Access to Public Premises and Vehicles Act, 53 of 1985.
  - 7.1.7. A list of names of employees that will be working on the Site / Affected Property during a given time must be made available to the Service manager. Should any exchange of personnel take place, the Service manager must be informed accordingly in writing. Unidentified employees, and employees whose names do not appear on the list, will not be allowed to enter the Site / Affected Property.
  - 7.1.8. Employees of the Contractor may not walk about without any purpose on the Site / Affected Property and may not use chairs and seats in public areas for purposes of relaxation.
  - 7.1.9. Employees of the Contractor have, subject to the terms of this Scope of Work, admission to all areas to perform their duties subject to approval by the Employer / Tenant. If a service does not have to be performed at a specific stage in a specific area, no admission is permitted. The Contractor must make provision in his costing for access delays in security areas.
  - 7.1.10. Any disruptions which are deemed to be beyond the Contractor's control and which result in the Contractor's workmen having to leave the Site / Affected Property shall be logged in the applicable report book.
  - 7.1.11. Within seven (7) days of the Contract Date and before such employee enters the Site / Affected Property to perform the Service, the Contractor shall furnish the Service manager with the full names, identity numbers, residential addresses, two recent passport photographs and such other items of information as may be required by Service manager, in respect of all persons who will be employed by the Contractor to undertake work at the Site / Affected Property in terms of this Contract.
- 7.2. People restrictions, hours of work, conduct and records
- 7.2.1. Service operations will be performed during Transnet "Office hours only". The times are Monday to Friday from 08h00 to 17h00 excluding public holidays. Service operating hours outside of these must be explicitly arranged by the Transnet authorised representative. Contractor personnel shall, however, be on standby 24/7.

TRANSNET PROPERTY

TENDER NUMBER: TP/2023/08/0002/41171/RFQ

DESCRIPTION OF THE SERVICE: PROVISION OF PREVENTATIVE, CORRECTIVE AND EMERGENCY MAINTENANCE PLUS MINOR NEW WORKS FOR LIFTS AT BELLVILLE ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS.

- 7.2.2. The Contractor shall at all-time render service that enhance and maintain at minimum the corporate image of Transnet Property.
- 7.2.3. The Contractor shall at all-time render service that is in line with Transnet Property's values and ethos.
- 7.2.4. The Contractor must exercise the highest possible standards of conduct in performing their duties in accordance with this Agreement.
- 7.2.5. The Contractor shall, upon receipt of written request from Transnet Property, provide Transnet Property with copies of all the Service Provider's operating procedures and processes relating to the Services.
- 7.2.6. The Contractor is responsible for overall management and supervision of the contracted staff performing duties at the Premises in accordance with the provisions of this Agreement.
- 7.2.7. The Contractor must ensure that a competent site manager is appointed as required ensuring deliverables and quality of service delivery.
- 7.2.8. The Contractor shall immediately inform Transnet Property in writing if any contracted staff is found guilty of improper conduct.
- 7.2.9. It is expected from the Contractor to ensure that all duties and tasks to be performed on site are adhered to.
- 7.2.10. The Contractor must exercise reasonable skill, care and diligence in the rendering of the services and the performance of its obligations to Transnet Property.
- 7.2.11. The Contractor shall provide written reports on progress made in the rendering of the Services to Transnet Property at such intervals and in such format as may be determined at the sole discretion of Transnet Property.
- 7.2.12. Transnet Property shall be entitled to request additional information pertaining to any matters or issues raised in or relevant matters or issues omitted from a progress report.
- 7.2.13. In the event of an unusual occurrence, the Contractor shall submit an Incident Report to Transnet authorise representative within twenty four (24) hours.
- 7.2.14. Any and all reports prepared during the term of this contract shall become the property of Transnet Property.
- 7.2.15. Where services are deteriorating a service improvement plan can be requested on how services will be improved.
- 7.2.16. The Contractor shall ensure that all necessary equipment, services or material as required are kept in the condition as required by law, regulations and procedures and readily available for Transnet Property to inspect and test without prior notice.
- 7.2.17. The Contractor shall, in the provision of the Services, have due regard to the operational requirements of Transnet Property and the Premises and other parties occupying or operating from the Premises and shall not do, or permit to be done, anything which may negatively impact on such parties' operational requirements.
- 7.2.18. The Contractor shall ensure that it and its contracted staff and site manager shall at all times comply fully with any safety, fire, emergency and security procedures and policies applicable at the Premises.

TRANSNET PROPERTY

TENDER NUMBER: TP/2023/08/0002/41171/RFQ

DESCRIPTION OF THE SERVICE: PROVISION OF PREVENTATIVE, CORRECTIVE AND EMERGENCY MAINTENANCE PLUS MINOR NEW WORKS FOR LIFTS AT BELLVILLE ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS.

- 7.2.19. Should Transnet Property at any time believe that any of the Service Provider's personnel is failing to comply with any such procedures or policies, Transnet Property shall be entitled to deny such person access to the relevant Premises and require the Contractor to replace such person without delay.

7.3. Personnel Standards

7.3.1. *Contractor* staff must be:

- 7.3.1.1. able to communicate the official language of Transnet which is English;
- 7.3.1.2. physically fit to perform the tasked duties as required;
- 7.3.1.3. presentable, clean, neat and portray a professional image at all times whilst conducting their duties in a professional manner;

- 7.3.2. Contracted staff must at all times be alert, vigilant and professional in their approach, bearing and actions and the following deviations will be regarded as extremely serious and may be regarded as sufficient reason to ask the *Contractor* to remove a particular contracted staff(s) from the Premises permanently:

- 7.3.2.1. Absence without proper notification;
- 7.3.2.2. Accepting any gifts or bribes in the line of duty;
- 7.3.2.3. Conduct unbecoming of a contracted staff or prejudicial to discipline, either on or off duty;
- 7.3.2.4. Drinking intoxicating liquor or using intoxicating substances while on duty or reporting for duty in an intoxicated condition;
- 7.3.2.5. Enabling any person to secure stolen property from the Premises;
- 7.3.2.6. False reporting;
- 7.3.2.7. Negligence in the application of Transnet instructions, after being duly informed thereof;
- 7.3.2.8. Sleeping on duty or neglecting his/her duty;
- 7.3.2.9. Using or carrying a weapon;
- 7.3.2.10. Unnecessarily harsh or violent conduct or using profane language while performing his / her duties in accordance with this Agreement;
- 7.3.2.11. Wilful disobedience of instructions, orders of a superior or a reasonable request by Transnet Property;
- 7.3.2.12. Failing to report any security incident or safety hazard either observed by the contracted staff or brought to his/her attention by another person;
- 7.3.2.13. Failing to wear the prescribed clothing or identification when on duty.
- 7.3.2.14. Failing to present an acceptable image or an upright position, or to deal with any person in a respectful manner. This implies that a contracted staff shall not sit when he/she should be standing and shall not lounge about, smoke, eat, drink, read or occupy him/herself with any distracting activity while attending to any person in the performance of his / her duties.

- 7.3.3. *Contractor* staff may be subject to breathalyser testing by Transnet or Representative *Contractors* prior to the granting of permission onto its Site.

7.4. Health and safety facilities on the Affected Property

- 7.4.1. The *Contractor* undertakes to comply with the *Employer's* safety and emergency measures and procedures the Site / Affected Property.
- 7.4.2. The Contractor's procedures for the procurement, storage, handling, transporting, application and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities.

TRANSNET PROPERTY

TENDER NUMBER: TP/2023/08/0002/41171/RFQ

DESCRIPTION OF THE SERVICE: PROVISION OF PREVENTATIVE, CORRECTIVE AND EMERGENCY MAINTENANCE PLUS MINOR NEW WORKS FOR LIFTS AT BELLVILLE ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS.

7.4.3. The Contractor shall not use or keep any poisonous or highly flammable materials on the Site / Affected Property without the approval of the Service manager, for the rendering of the Service or for whatever purpose.

7.4.4. The obligation to take care of and protect the Service and everything connected therewith shall rest solely with the Contractor who shall take all necessary precautions to protect Others, the property of the Others, the property and personnel of the Employer from damage or injury, and to protect adjoining properties from trespass or damage during the Service.

7.4.5. The Contractor shall inform the Employer verbally and in writing and act immediately on any potentially hazard or undesirable situation which may cause harm to persons or which may damage or reduce the life expectancy of the Installation, even if the hazardous or undesirable situation does not form part of the Contractor's responsibilities.

7.4.6. The Contractor may not do or leave or permit anything on the Site / Affected Property that, in the opinion of Service manager, might cause any damage to the property or that might be

a nuisance or burden or danger or possible nuisance or burden or danger to any person on / in the Site / Affected Property.

7.4.7. The Contractor shall be obliged to display neat warning signs of which the size and design are of such a nature they are easily visible, at all places where the Services are undertaken by the Contractor, and where the rendering of the Services might cause injuries to any person, in order to focus the attention of such person on the Services that are undertaken in that area.

7.4.8. Special condition: It is hereby specially stipulated that, during the period of this Contract, the Contractor will be obliged to do everything that might be necessary and practically feasible in order to ensure that all signs, printing, notices or documents that are displayed on / in the Site / Affected Property, will appear in English plus at least one other official language.

7.5. Cooperating with and obtaining acceptance of Others

7.5.1. The *Contractor's* duty is to co-operate with others as expressed under the service information. Where the *Contractor's* work may affect or interfere with the activities of the *Employer* or Others, it is important that interfaces in respect of physical location and timing are agreed by all parties and shown on the *Contractor's* plan.

7.6. Records of *Contractor's* Equipment

7.6.1. The Contractor shall have all their Tools and Special Equipment, necessary for the execution of the works, either on site or readily available at their premises and shall be recorded and certified.

7.6.2. The Contractor shall complete or generate an inventory lists of their equipment and update inventory lists systems on a continuing basis (equipment type and location).

7.7. Site services and facilities

7.7.1. Provided by the *Employer*

7.7.1.1. Rest room facilities

7.7.1.2. Storage facilities

7.7.1.3. Site office

7.7.2. (Shall at the termination of this Contract for whatsoever reason, reinstate any such facility to the same condition in which it was when handed to the *Contractor*)

7.8. Provided by the *Contractor*

- 7.8.1. The *Contractor* shall make his own arrangements in respect of the installation and provision of telephones at the Site/Affected Property at his own cost, should the *Contractor* deem it necessary.

7.9. Tests and inspections

- 7.9.1. The *Employer* or its duly appointed representative shall retain the right to witness and/or verify the performance of any Service by the *Contractor* at any time.

- 7.9.2. Independent inspections: the *Employer* shall have the right to authorize the inspection of individual equipment or the Installation using suitably qualified person at any time and the results of such inspections shall be promptly communicated in writing to the *Contractor*. Should any defects or remedial work be required in terms of this Contract, the *Contractor* shall expeditiously undertake it within a mutually agreed time period the corrective work. When the *Contractor's* work has been completed satisfactorily, the *Employer* or its duly

appointed inspector shall be notified in writing. A further follow-up inspection by the *Employer* or its inspector may be conducted.

- 7.9.2.1. Should the follow-up inspection show that the work as agreed and undertaken by the *Contractor* has not been satisfactorily carried out; the procedure shall be repeated until the established standard of maintenance has been attained. The cost for the follow-up inspection shall be borne by the *Contractor*
- 7.9.2.2. Notwithstanding the *Employer's* rights in terms of this Contract, the *Contractor* shall refund the *Employer* its costs associated with the reapplication where the *Contractor* has not completed work satisfactorily as agreed.
- 7.9.2.3. The independent inspections shall in no way limit the *Contractor's* responsibility with respect to any obligation or liabilities in terms of this Contract.

## 8. List of Drawings

8.1. Drawings issued by the *Employer*

- 8.1.1. Drawings means all the drawings / diagrams referred to in this Scope of Work provided by the *Employer* and furnished to the *Contractor*, or submitted by the *Contractor* and approved in writing by the *Employer*, any revisions of such drawings / diagrams and any such other drawings / diagrams as may from time to time be furnished or approved by the *Employer*.
- 8.1.2. The *Employer* shall permit the *Contractor* access to relevant drawings and records relating to the Service, where these are available.
- 8.1.3. The drawings / diagrams will remain in the sole custody of the *Employer*. Two copies thereof will be furnished to the *Contractor* free of cost, but any further copies shall be paid for by the *Contractor*. The *Contractor* shall give reasonable notice in writing to the *Service manager* of any further drawing / diagrams or specification that may be required for the execution of the Service.
- 8.1.4. One copy of the drawings / diagrams furnished to the *Contractor* as aforesaid shall be kept by the *Contractor* on the Site / Affected Property, and shall at all reasonable times be available for inspection and use by the *Employer* or any other authorised person.

- 8.1.5. The Contractor shall timeously and carefully examine all drawings and shall immediately notify the Service manager in writing of any error, inaccuracy, discrepancy or inconsistency detected by him, or raise an objection thereto in order that it may be rectified or decided upon without disruption or delays to the progress of the Service.
- 8.1.6. Where the design of an installation or part thereof is done by the Contractor or third party he shall, unless otherwise directed, submit electronic copies (Auto-Cad), of all plans or drawings of such installation to the Employer whose written approval must be obtained before the Service concerned is commenced.
- 8.1.7. The *Contractor* hereby grants to the *Employer* a non-exclusive license, in accordance with the provisions of section 22 of the Copyright Act, 1978 –
- 8.1.7.1. to copy any plan, diagram, drawing, specification, bill of quantities, design calculation or other similar document made by the *Contractor*, other than under the direction or control of the *Employer*, in connection with the Service;
- 8.1.7.2. to make free and unrestricted use thereof for its own purposes;
- 8.1.7.3. to provide copies thereof to consultants to be used by them for consultations and consulting services to the *Employer*;
- 8.1.7.4. To provide other parties with copies thereof where tenders are invited by the *Employer*.
- 8.1.8. Such non-exclusive license shall apply mutatis mutandis to any plan, diagram, drawing, specification, bill, design calculation or other similar document made, other than under the direction or control of the *Employer*, by any sub-*Contractor* of the *Contractor*.
- 8.1.9. The *Employer* shall make no separate or extra payment in respect of any non-exclusive license granted in terms hereof.
- 8.1.10. Where the Service requires from the *Contractor* to provide the *Employer* with detail design, drawings and or diagrams of an existing or new installation that drawing and or diagrams will comply with Clauses as listed above.

### **Annexure 1 – Release procedures for passenger entrapment**

Passenger entrapments shall be regarded in a serious light.

The Contractor's Maintenance Program shall include release procedures for passenger entrapment and the Contractor shall at least undertake the following:

- 1 On receiving the call-out the Contractor shall immediately dispatch a competent person (technician level) to release the trapped passengers.
- 2 When arriving on Site to attend to a passenger entrapment call-out, the Contractor's technical staff shall:
  - 2.1 Communicate with and pacify the trapped passenger/s.
  - 2.2 If the lift car is level with the floor; release the trapped passenger/s by opening the car doors from the car top or landing and not from the motor room.
  - 2.3 If the lift car is off level and the passenger/s cannot be released as presented above, the car and shaft shall be inspected prior to proceeding to the motor room to move the car manually and the trapped passengers shall be informed accordingly.
    - 2.3.1 To ensure the safe movement of the car to floor level, at least two (2) competent persons will be required to move the car manually, one in the motor room and one on top of the car or alternatively if no access to the top of the car is available, one on the nearest floor accessible to the lift car.
    - 2.3.2 When the lift has been moved safely to a floor level the trapped passenger/s shall be released by opening the car doors from the car top or landing.
  - 2.4 On releasing the trapped passengers the Contractor's staff shall endeavour to record the names and contact telephone numbers of the trapped passengers and enquire if there were any injuries. This information shall be included in the Contractor's report. Should an injury be reported or if the passenger entrapment call-out meets the requirements of an incident as defined by the OHS Act, Section-25.3 shall apply.
- 3 The Contractor shall only place the lift back into operation once the fault has been identified and rectified.
- 4 The Contractor's senior technical staff (Adjuster / Field Engineer level) shall be notified of each and every passenger entrapment call-out. Within two (2) working days of receiving the passenger entrapment call-out a report highlighting the Contractor's findings and the remedial action undertaken shall be foreword to the Employer or duly appointed representative.

TRANSNET PROPERTY

TENDER NUMBER: TP/2023/08/0002/41171/RFQ

DESCRIPTION OF THE SERVICE: PROVISION OF PREVENTATIVE, CORRECTIVE AND EMERGENCY MAINTENANCE PLUS MINOR NEW WORKS FOR LIFTS AT BELLVILLE ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS.

**Annexure 2 – Affected properties included in this contract**

<b>Building Asset number(s)</b>	<b>Description and Address of Affected Property</b>	<b>Location</b>
02WEE01C	Transnet Park Building	Bellville
02XEE01C	Belcon Building	Bellville

TRANSNET PROPERTY

TENDER NUMBER: TP/2023/08/0002/41171/RFQ

DESCRIPTION OF THE SERVICE: PROVISION OF PREVENTATIVE, CORRECTIVE AND EMERGENCY MAINTENANCE PLUS MINOR NEW WORKS FOR LIFTS AT BELLVILLE ON AN AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS.

### Annexure 3 – List of Lifts

Location	Item	Unit Number	Certificate Number	Installation Date	Number of Stops	Number of Openings
Transnet Park Building	Electrical Lift	KE0468		2017	8	8
Transnet Park Building	Electrical Lift	KE0469		2017	8	8
Transnet Park Building	Electrical Lift	KE0470		24/09/2017	8	8
Belcon Building	Electrical Lift	KE0464		01/12/2016	5	5
Belcon Building	Electrical Lift	KE0465		01/12/2016	5	5
Belcon Building	Electrical Lift	KE0466		01/02/2017	5	5

**Annexure 4 – ELECTRIC LIFTS – LIST OF EXAMINATIONS**

List of examinations to be carried out on an electric lift

**Note:-**The relevant part of SANS 1545 must be used as a guiding document for these activities.

<b>ELECTRIC LIST OF LIFTS EXAMINATIONS</b>  <b>Schedule 1</b>	<b>Monthly Maintenance and Service Activity " 1"</b>	<b>Two monthly Maintenance and Service Activity " 2"</b>	<b>Three monthly Maintenance and Service Activity " 3"</b>	<b>Six monthly Maintenance and Service Activity " 4"</b>	<b>Twelve monthly Maintenance and Service Activity " 5"</b>
<b>Pit</b>					
Ensure free movement of tension sheaves. governor, selector, etc.					
check guides rest on pit floor / steel work					
check if a socket outlet is available and secure					
check if pit lights are working					
check pit switches are working and secure					
ensure the pit area is dry and sump pump is working when install					
remove excess oil/grease from bottom of guides					
ensure the pit area is clean and free of debris					
<b>Compensation and anti-rebound mechanism and switch (where fitted)</b>					
check for free movement in guides					
check for free movement and operation					
check if switch trip in both directions					
check if sheave grooves are clean					
check if catches are free and are working properly					
check if wipers on ropes are fitted (sheave rope guards)					
check for equal tension on ropes					
check for anti-rebound operation					
check electrical contact (where fitted)					
lubricate when necessary					

<b>ELECTRIC LIST OF LIFTS EXAMINATIONS</b>  <b>Schedule 1</b>	<b>Monthly Maintenance and Service Activity " 1"</b>	<b>Two monthly Maintenance and Service Activity " 2"</b>	<b>Three monthly Maintenance and Service Activity " 3"</b>	<b>Six monthly Maintenance and Service Activity " 4"</b>	<b>Twelve monthly Maintenance and Service Activity " 5"</b>
<b>Buffers</b>					
check if spring buffers are secured					
check if all buffers are aligned with striker plates					
check if free room is available under the car when it rest on buffers					
Check if counterweight overrun is sufficient. Car level on top floor					
check for correct oil levels					
check switch when fitted					
check fixings for security					
lubricate when necessary					
<b>Drive motor / generator</b>					
check if brushes are free and of sufficient length					
check if brushes grades are correct					
check if brushes staggered and they react properly					
check motor bearings for wear					
check alignment of motor					
check condition of commutator (where fitted)					
replenish lubrication when necessary					
<b>Gear box</b>					
check gear box and sheave for wear					
check gear box for oil leaks					
check that gear box is not over filled					
check lubrication in gear box					
replenish when necessary					
<b>Traction sheave</b>					
Check for unequal groove depth					
check traction sheave grooves for wear					

<b>ELECTRIC LIST OF LIFTS EXAMINATIONS</b>  <b>Schedule 1</b>	<b>Monthly Maintenance and Service Activity " 1"</b>	<b>Two monthly Maintenance and Service Activity " 2"</b>	<b>Three monthly Maintenance and Service Activity " 3"</b>	<b>Six monthly Maintenance and Service Activity " 4"</b>	<b>Twelve monthly Maintenance and Service Activity " 5"</b>
<b>Brake</b>					
check brake slide (spring tension)					
check asbestos liner not be used					
check brake lining for wear					
check for correct adjustment					
check brake pivot pins and the moving pole piece					
check the brake system					
check for levelling					
lubricate when necessary					
<b>Controller</b>					
check for loose connections, relays, loop circuits, transformers, timers, etc.					
Check voltage sensitive relays. RMC, MC, etc.					
ensure cabinet is clean and dry and free of dust					
check contactor faces for pitting or signs of heavy arcing					
check contactor leads for signs of breakage					
<b>Governors</b>					
Keep mechanism clean, switches limits, jaws, etc.					
<b>Current, voltage and speed</b>					
measure and record current					
measure and record voltage					
measure and record lift speed					
<b>Over-speed governor and tension pulley</b>					
check all moving parts for free movement and wear					
check for correct operation					
lubricate when necessary					

<b>ELECTRIC LIST OF LIFTS EXAMINATIONS</b>  <b>Schedule 1</b>	<b>Monthly Maintenance and Service Activity " 1"</b>	<b>Two monthly Maintenance and Service Activity " 2"</b>	<b>Three monthly Maintenance and Service Activity " 3"</b>	<b>Six monthly Maintenance and Service Activity " 4"</b>	<b>Twelve monthly Maintenance and Service Activity " 5"</b>
<b>Main rope diverter pulley(s)</b>					
check rope grooves for wear					
check bearings for wear					
Guard against foreign objects entering between ropes and sheave					
lubricate when necessary					
<b>Car/counterweight guides</b>					
check fixings for security					
ensure rollers are running true and not too much tension					
ensure the car or counterweight is statically balanced					
ensure the float is not too much					
verify the distance between guides measurements for possible changes due to building settlement or loose brackets, etc.					
ensure that there is a film of oil where required on all guide surfaces					
<b>Electric wiring</b>					
Verify the integrity of the trunking system, pipe work and insulations installed. No broken pipe work, etc.					
Check for damage to trailers substantial protection etc. Hook ups cannot occur.					
check for insulation and the electrical continuity of the connection between the earth terminal of the machine room and the different parts of the lift liable to be made live accidentally					

<b>ELECTRIC LIST OF LIFTS EXAMINATIONS</b>  <b>Schedule 1</b>	<b>Monthly Maintenance and Service Activity " 1"</b>	<b>Two monthly Maintenance and Service Activity " 2"</b>	<b>Three monthly Maintenance and Service Activity " 3"</b>	<b>Six monthly Maintenance and Service Activity " 4"</b>	<b>Twelve monthly Maintenance and Service Activity " 5"</b>
<b>Lift car</b>					
check emergency lighting					
check detectors					
check door open buttons					
check door pressures in close					
check alarm system					
check car buttons					
check key switches					
check floor levels					
check signals					
<b>Car door operation</b>					
check door closed contact or lock					
check for safety, switch on slave door, finger traps, etc.					
check doors for free running					
check operation and adjustment of door operator (where fitted)					
check wire rope or chain, when used, for integrity					
check for excessive wear and door gaps					
check emergency release mechanism					
check door passenger protection device					
lubricate when necessary					

<b>ELECTRIC LIST OF LIFTS EXAMINATIONS</b>  <b>Schedule 1</b>	<b>Monthly Maintenance and Service Activity " 1"</b>	<b>Two monthly Maintenance and Service Activity " 2"</b>	<b>Three monthly Maintenance and Service Activity " 3"</b>	<b>Six monthly Maintenance and Service Activity " 4"</b>	<b>Twelve monthly Maintenance and Service Activity " 5"</b>
<b>Car/counterweight guide shoes/rollers</b>					
check car guide shoes/rollers for wear and adjust or replace when necessary					
check that rollers run true					
check that car and counterweight is statically balanced					
check for not too much pressure					
check that guards are fitted over the top rollers					
lubricate when necessary					
<b>Safety gear(s)</b>					
check all moving parts for free movement and wear					
check that safeties apply without pulling the car or counterweight skew					
check for correct functioning of the device					
check fixings for security					
lubricate when necessary					
<b>Suspension ropes</b>					
check for wear and broken wires per lay					
check for rope thicknesses throughout (1 mm on 13mm to much)					
check for elongation					
check for correct tension					
lubricate when necessary					
<b>Rope terminations</b>					
examine for signs of deterioration and wear					
check if locknuts and split pins are provided					
check if grips are fitted correctly					
check if babbitt is filled correctly					
check fixings for security					
check for fracture and tightness					

<b>ELECTRIC LIST OF LIFTS EXAMINATIONS</b>  <b>Schedule 1</b>	<b>Monthly Maintenance and Service Activity " 1"</b>	<b>Two monthly Maintenance and Service Activity " 2"</b>	<b>Three monthly Maintenance and Service Activity " 3"</b>	<b>Six monthly Maintenance and Service Activity " 4"</b>	<b>Twelve monthly Maintenance and Service Activity " 5"</b>
<b>Landing entrances</b>					
check every landing lock for operation and security					
check doors for free running					
check for excessive wear and door gaps					
check doors shoe integrity					
check wire rope, chain or belt, when used, for integrity					
check emergency release mechanism					
check vision panels					
check door passenger protection device					
lubricate when necessary					
<b>Floor level</b>					
check lift for levelling at landing					
<b>Motor run time limiter</b>					
check for correct functioning					
<b>Motor protection devices</b>					
check for correct functioning					
<b>Electric safety devices</b>					
check operations and correct functioning					
check the stoppage of the lift when an earthing is created on the safety chain					
check for fitting of correct fuses and quality of earth circuits					
<b>Alarm device</b>					
check for correct functioning					

<b>ELECTRIC LIST OF LIFTS EXAMINATIONS</b>  <b>Schedule 1</b>	<b>Monthly Maintenance and Service Activity " 1"</b>	<b>Two monthly Maintenance and Service Activity " 2"</b>	<b>Three monthly Maintenance and Service Activity " 3"</b>	<b>Six monthly Maintenance and Service Activity " 4"</b>	<b>Twelve monthly Maintenance and Service Activity " 5"</b>
<b>Final limit switches</b>					
check operation and correct functioning					
check over-travel clearances					
lubricate where necessary					
<b>Components</b>					
ensure that all components are clean and free from dust as required for correct functioning					