

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF FREE STATE HEALTH

BID NUMBER:	DOH(FS)20/2021/2022	CLOSING DATE:	18 MARCH 2022	CLOSING TIME:	11H00
DESCRIPTION	PERIOD: DATE OF SIGNING OF CONTRACT FOR FIVE (05) YEARS.				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

DEPARTMENT OF FREE STATE HEALTH

GROUND FLOOR, BOPHELO HOUSE, BLOCK C-WEST, OPPOSITE MAIN DOOR

C/O CHARLOTTE MAXEKE STREET AND HARVEY ROAD, BLOEMFONTEIN

SUBMISSION ELECTRONICALLY TO THE FOLLOWING:

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
FOR PROCUREMENT OF DOCUMENT ENQUIRIES MAY BE DIRECTED TO:		FOR BIDDING AND TECHNICAL INFORMATION ENQUIRIES MAY BE DIRECTED TO:	
DEPARTMENT	FREE STATE HEALTH	CONTACT PERSON	Mr C.A Skibbe
CONTACT PERSON	S.W MALIEHE	TELEPHONE NUMBER	051 408 1367
TELEPHONE NUMBER	051 408 1816/1300	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	SkibbeCA@fshealth.gov.za
E-MAIL ADDRESS	<u>MalieheSW@fshealth.gov.za</u> SebetoaneRJ@fshealth.gov.za	NB: Bidders may send any queries electronically to the above mentioned emails	

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- | | |
|--|--|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? | <input type="checkbox"/> YES <input type="checkbox"/> NO |

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

Signature Of Bidder:

.....

Capacity Under Which This Bid Is Signed:

.....

Date:

.....

EXPLANATORY MEETING CERTIFICATE

BID NUMBER: **DOH (FS) 20/2021/2022**

Attendance list number: _____

PLACEMENT, MAINTENANCE, REPAIRS OF LIFTS AND RESPONSE OF LIFTS AND RESPONSE TO CALL -OUTS AT VARIOUS HEALTH FACILITIES WITHIN FREE STATE PROVINCE. (7 SI OR 6SI PE)

Attendance of the explanatory meeting is Non - Compulsory

An official of the Department must sign this certificate at the explanatory meeting. No certificate will be signed outside the meeting. The original certificate must be included in the bid document and will not be accepted after the closing time and date of the bid.

NON - COMPULSORY EXPLANATORY MEETING DATE: 03 MARCH 2022

TIME: 10H00

VENUE: Auditorium, First Floor

**Bophelo House, c/o Charlotte Maxeke Street and Harvey Road
Bloemfontein**

CONTACT PERSON/S: Mr A Mphale

Tel: (051) 408 1583 (o/h)

This is to certify that _____ in his/her capacity as
_____ of the company _____
_____ has attended the explanatory meeting on
the _____ day of _____ 2022 and is therefore familiar with
circumstances and the scope of the items to be supplied.

**SIGNATURE /DEPARTMENTAL
OFFICIAL**

RANK

**SIGNATURE OF REPRESENTATIVE
OF COMPANY**

DATE



*** Note: Only one certificate per company**

This document must be signed and submitted together with your bid

THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

- 1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:
 - (a) Any single contract with imported content exceeding US\$10 million;
 - or
 - (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.
 - or
 - (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.
 - or
 - (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.
- 1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.
- 1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of R10 million (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods, works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Elias Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;

- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:.....

Name of bidder.....

Postal address

.....

Signature..... Name (in print).....

Date.....

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

a) The value of this bid is estimated does not exceed R50 000 000 (all applicable taxes included) and therefore either the **90/10** or **80/20** preference point system to be applied subject to the lowest bid received.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80/90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20/10
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE
(Tick applicable box)

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

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:

- Black people
- Black people who are youth
- Black people who are women
- Black people with disabilities
- Black people living in rural or underdeveloped areas or townships
- Cooperative owned by black people
- Black people who are military veterans

EME

QSE

✓	✓

OR

Any EME
Any QSE

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE – SPECIALISED ENTITY -
GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Director of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (NPO, PBO etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

- The Enterprise has _____ % Black Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____ % Black Female Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____ % Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Beneficiary % Breakdown as per the definition stated above:
 - Black Youth % = _____ %
 - Black Disabled % = _____ %
 - Black Unemployed % = _____ %
 - Black People living in Rural areas % = _____ %
 - Black Military Veterans % = _____ %
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue/Allocated Budget/Gross Receipts was R10,000,000.00 (Ten Million Rands) or less

- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

At Least 75% Black Beneficiaries	Level One (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Beneficiaries	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

**SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – SPECIALISED ENTITY -
GENERAL**

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.

2. I am a Director of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (NPO, PBO etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) who became citizens of the Republic of South Africa by naturalisation-</p> <p>i. before 27 April 1994; or</p> <p>ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"</p>
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <p>(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"</p>

3. I hereby declare under Oath that:

- The Enterprise has _____% Black Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Female Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise has _____% Black Designated Group Beneficiaries as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Beneficiary % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue/Allocated Budget/Gross Receipts was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands)
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

At Least 75% Black Beneficiaries	Level One (135% B-BBEE procurement recognition level)	
At Least 51% Black Beneficiaries	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

16

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ul style="list-style-type: none">(a) who are citizens of the Republic of South Africa by birth or descent; or(b) who became citizens of the Republic of South Africa by naturalisation-<ul style="list-style-type: none">i. before 27 April 1994; orii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <ul style="list-style-type: none">(a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution;(b) Black people who are youth as defined in the National Youth Commission Act of 1996;(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;(d) Black people living in rural and under developed areas;(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above:
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

18

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <p><input type="checkbox"/></p>	<p>No</p> <p><input type="checkbox"/></p>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

- (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

DECLARATION OF INTEREST

SBD 4

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:.....

2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....

2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means -

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person
connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain **YES / NO**
the appropriate authority to undertake remunerative
work outside employment in the public sector?

2.7.2.1 If yes, did you attach proof of such authority to the bid **YES / NO**
document?

(Note: Failure to submit proof of such authority, where
applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

YES/NO 2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct YES / NO

business with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person YES / NO

employed by the state and who may be involved with the evaluation and or adjudication of this bid?

2.9.1 If so, furnish particulars.

.....
.....
.....

2.10 Are you, or any person connected with the bidder, YES/NO

aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

.....
.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members YES/NO

of the company have any interest in any other related companies

whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....

.....

.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Number Number	Employee / Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder



health

Department of
Health
FREE STATE PROVINCE

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

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

INDEX

Item	Description	Page No.
Part C3.1	General Scope of work	2-7
Part C3.2	General Specification	8-20
Part C3.3	Technical Specification	21-63
Part C3.4	New Installation Standard Specification	64-122
Part C3.5	Material Schedule New lifts	123-124
Part C3.6	Bill of quantities	125 (17pages)
Part C4	Site Information	126-126
Part C5	Drawing/s	127-127
Part C7	Occupational Health and Safety Specifications	128

PART C3.1 GENERAL SCOPE OF WORK

1. DESCRIPTION OF THE WORK

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

2. ENGINEERING

2.1 Design Service

No drawings will be issued in this contract.

2.2 Employer's design

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

3 CONSTRUCTION

3.1 Works specification

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

Architectural, Structural and Civil

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

Electrical

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

Mechanical

- Standard quality specification for Air Conditioning Installations

Application relevant SANS standards:

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

3.2 Applicable national and international standards

3.3 Materials, samples and shop drawings

Sample of materials

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

Workmanship samples

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

Shop drawings

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

The Contractor Shall:

- Prepare, or ensure that a subcontractor, manufacture, supplier or distributor prepares shop drawing at their own expenses.
- Submit sufficient copies of shop drawing to the supervisor for approval.
- Allow the supervisor reasonable time to approve shop drawings.

- Keep a record of all shop drawings submitted to the supervisor.
- Ensure that shop drawings conform to the dimensions of build work.
- Submit sufficient copies of the approved shop drawings to the supervisor for his use and for use on the works.
- Ensure that work is not executed from shop drawings that have not been approved by the supervisor.

The Project Manager shall:

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

3.4 Instruction manuals and guarantees

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

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

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

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

3.5 Dimensional accuracy

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

3.6 Site establishment

Water and Electricity

Service – Electricity

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

Ablution facilities

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

3.7 Other facilities and services

Telecommunication facilities

The contractor shall provide their own telecommunication facilities.

Security of the works

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

Compliance with manufacturer's instructions

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

Protection/Isolation of existing/sectional occupied works

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

3.8 Notice Boards

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

The lettering is to be 50mm and 100mm "sans serif" in ivory white on the blue background and in 100mm "sans serif" in navy blue on the ivory white background. The inscription, in one language only, which must bear the approval of the Project Manager. No other names or notice boards may be erected without the written approval of the Project Manager.

Sketch drawings of all proposed names or notice boards must be submitted to the Project Manager for approval, before being prepared and erected on site. These sketch drawings must not only show the full content of the proposed names or notice boards, but also the position and location in which the boards will be erected.

3.9 Notice before covering work

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

3.10 Preventative Maintenance

The contractor shall:

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

Scheduled Services

The contractor shall:

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

Break Downs

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

Vandalization

The contractor shall:

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

- Record all work performed in logbook

Administration

The Contractor shall:

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

Site Meetings and Procedures

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

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

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

PART C3.2 GENERAL SPECIFICATION

1. Major Service

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

2. Maintenance

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

3. New Lifts

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

4. Major Service

The work involved but not limited:

Shaft work

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

Motor Room

- Strip, clean, lubricate and set governor and brakes.

- Adjust controllers and selectors (if applicable).
- Replace short and missing generator and motor brushes
- Clean machine room equipment.
- Remove old oil, waste, spares etc. from site
- Flush and renew gearbox oil and seal oil leaks
- Remove all wires from fuse holders and replace with rated fuses.

General Works

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

5. Maintenance

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

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

The successful Tenderer Agrees and Undertakes to:

- Provide the above stated maintenance on the lift in accordance with the terms of the agreement.
- Acknowledge that planned, preventative maintenance on the units shall be the major objective of this agreement.
- Systematically and regularly examine and where necessary adjust the equipment in accordance with the Occupational Health and Safety Act of 1993 and the South African National Standards 50081 regulations, latest published editions.
- Ensure that only a “competent” person as defined in the Occupational Health and Safety Act directly employed and supervised by him shall carry out all the repair and maintenance work of a technical nature or as outlined in this document.
- The response time to any callout are kept to an absolute minimum. In terms of this agreement the successful tenderer agrees the maximum response time to any life-

threatening situation or occupied call back will not exceed twenty (20) minutes during normal working hours and thirty (30) minutes after normal working hours. The maximum response time to any other callout service will be a maximum of sixty (60) minutes during normal working hours. The response time means the period of time from when the successful Tenderer was first notified of the problem until the time the technician arrives on site.

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

6. Response Times

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

Time of arrival

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

7. Sub-contracting

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

8. Keeping of Records

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

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

- Callout register

- Plant room and equipment logs,
- Inspection report,
- Service record of all Equipment,
- Equipment log books

9. Inspections

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

10. Shutting Down of Equipment

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

11. Exclusions from the Tenderer's Responsibilities

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

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

12. Conditions to the Scope of Work

Successful Tenderer's obligations:

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

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

13. Conditions of Payments

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

No monthly maintenance invoices will be processed unless are:

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

14. Payment Reduction for Non-Performance of the Lifts

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

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

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

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

15. Escalation/Tender Price Adjustments

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

16. Site Staff and Qualifications

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

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

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

17. Increase or Decrease of Scope of Work

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

18. Hand-over of Site to the Tenderer

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

After the site has been handed to the successful Tenderer, the successful Tenderer must proceed with due diligence to the satisfaction of the Client or Representative. Should the successful Tenderer fail to proceed with due diligence as stated above within 21 days of the Site being handed over, it will be deemed that the successful Tenderer accepts the

condition of the lift and that no remedial work is required to the specific unit and no further claims for maintenance related wear and tear will be entertained.

19. Site Inspections

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

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

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

20. Injury to the Works

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

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

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

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

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

Nuclear weapons material;

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

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

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

21. Injury to Persons and Property

The successful tenderer shall be liable for and hereby indemnifies the Client against any liability, loss, claim or proceeding, whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or neglect of the Representative/Agent or any person for whose action the Client is legally liable.

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

22. Insurance

The tender shall have Public Liability insurance of a minimum amount of R 1 000 000.00. Proof of the insurance policy is to be provided before the signing and commencement of any contracts.

23. Cession of Assignment

The successful tenderer shall not cede or assign this Tender or any portion thereof or any right or obligation there under.

24. Default

The Successful Tenderer shall be default when:

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

Should the successful tender be in default as provided in 12.7.1 hereof, the client shall have the right to adopt, without prejudice to any other rights available to him, from time to time all or any one or more of the following course, either wholly or partly, or by way of substitution or succession:

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

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

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

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

Sequestration, liquidation, insolvency and judicial management.

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

become due and payable to the successful tenderer under this or any other tender heretofore or hereafter entered into between the Client and the successful tenderer.

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

25. Disputes

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

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

26. Cancellation by Client

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

27. Amendment of Conditions of tender

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

28. Chargeable and Refundable Equipment

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

29. Reporting Structure

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

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

30. Handing Back of Site

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

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

PART C3.3 TECHNICAL SPECIFICATION

PELONOMI HOSPITAL GROUP

Unit No.: 72BE9122

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

Arrival Signals	Provide on all landings: yes
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Machine

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

Unit No.: 72BE9123

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

Arrival Signals	Provide on all landings: yes
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Machine

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

Unit No.: 72BE9126

General:	
Unit No. & Brand name	05/L1033 SIGMA
Known As	Duplex
Location	Block H
Item	Specific Requirements
Load	1000kg
Speed	1,0m/s
Shaft Width	2550mm
Shaft Depth	2426mm
No. of Stops	2
No. of Openings	2
Travel	4100mm
Pit Depth	1500mm
No. of Car Doors	1
Door Width	900mm
Door Height	2100mm
Door Type	Centre opening
Operation	VVVF Microprocessor control
Machine Type	Gearless
Machine Room Location	Above
No. of Units	2
Number of landing Doors	2
Counterweight Safeties	No
Intercommunication Device	No
Shaft Lighting	Yes
Position indicators	In car: yes

54

Arrival Signals	Provide on all landings: yes
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Machine

Item	Specific Requirements
Rated Speed	3600rpm
Load	15.6Amp
Ascending over-speed protection	No
Emergency Lowering Device	Yes
AC Power Regeneration	No

Unit No.: 72BE9127

General:	
Unit No. & Brand name	05/L1034 SIGMA
Known As	Duplex
Location	Block H
Item	Specific Requirements
Load	1000kg
Speed	1,0m/s
Shaft Width	2328mm
Shaft Depth	2550mm
No. of Stops	2
No. of Openings	2
Travel	4100mm
Pit Depth	1500mm
No. of Car Doors	1
Door Width	900mm
Door Height	2100mm
Door Type	Centre opening
Operation	VVVF Microprocessor control
Machine Type	Gearless
Machine Room Location	Above
No. of Units	2
Number of landing Doors	2
Counterweight Safeties	No
Intercommunication Device	No
Shaft Lighting	Yes
Position indicators	In car: yes



Arrival Signals	Provide on all landings: yes
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Machine

Item	Specific Requirements
Rated Speed	3600rpm
Load	15.6Amp
Ascending over-speed protection	No
Emergency Lowering Device	Yes
AC Power Regeneration	No

Unit No.: 72BE9128

General:	
Unit No. & Brand name	05/L1035 SIGMA
Known As	Single lift
Location	I BLOCK BURNS UNIT
Item	Specific Requirements
Load	630kg
Speed	1m/s
Shaft Width	2200mm
Shaft Depth	1991mm
No. of Stops	6
No. of Openings	6
Travel	23000mm
Pit Depth	1570mm
No. of Car Doors	1
Door Width	800mm
Door Height	2100mm
Door Type	Side opening telescopic
Operation	VVVF Microprocessor control
Machine Type	Gearless
Machine Room Location	Top of shaft
No. of Units	1
Number of landing Doors	6
Counterweight Safeties	No
Intercommunication Device	No
Shaft Lighting	Yes

56

Position indicators	In car: yes
Arrival Signals	Provide on all landings: yes

Machine

Item	Specific Requirements
Rated Speed	
Load	
Ascending over-speed protection	No
Emergency Lowering Device	Yes
AC Power Regeneration	No

Unit No.: 72BE9129

General:	
Unit No. & Brand name	05/L1036 SIGMA
Known As	
Location	I BLOCK BURNS UNIT
Item	Specific Requirements
Load	630kg
Speed	1m/s
Shaft Width	2036mm
Shaft Depth	1991mm
No. of Stops	6
No. of Openings	6
Travel	23000mm
Pit Depth	1569mm
No. of Car Doors	1
Door Width	800mm
Door Height	2100mm
Door Type	Single speed centre opening
Operation	VVVF Microprocessor control
Machine Type	Gearless
Machine Room Location	Top of shaft
No. of Units	1
Number of landing Doors	6
Counterweight Safeties	No
Intercommunication Device	No
Shaft Lighting	Yes
Position indicators	In car: yes

57

Arrival Signals	Provide on all landings: yes
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Machine

Item	Specific Requirements
Rated Speed	
Load	
Ascending over-speed protection	No
Emergency Lowering Device	Yes
AC Power Regeneration	No

Unit No.: 72BE9130

General:	
Unit No. & Brand name	05/L1037 SIGMA
Known As	Single lift
Location	Block I
Item	Specific Requirements
Load	2000kg
Speed	0.75m/s
Shaft Width	2166mm
Shaft Depth	3007mm
No. of Stops	9
No. of Openings	9
Travel	21100mm
Pit Depth	4615mm
No. of Car Doors	2
Door Width	1300mm
Door Height	2100mm
Door Type	Centre opening
Operation	VVVF Microprocessor control
Machine Type	Geared
Machine Room Location	Above
No. of Units	4
Number of landing Doors	9
Counterweight Safeties	No
Intercommunication Device	No
Shaft Lighting	Yes
Position indicators	In car: yes

Arrival Signals	Provide on all landings: yes
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Machine

Item	Specific Requirements
Rated Speed	1465rpm
Load	55.5Amp
Ascending over-speed protection:	Yes
Emergency Lowering Device	Yes
AC Power Regeneration	No

Unit No.: 72BE9131

General:	
Unit No. & Brand name	05/L1038 SIGMA
Known As	Duplex
Location	Block I
Item	Specific Requirements
Load	2000kg
Speed	0.75m/s
Shaft Width	2166mm
Shaft Depth	3007mm
No. of Stops	9
No. of Openings	9
Travel	21100mm
Pit Depth	4615mm
No. of Car Doors	2
Door Width	1300mm
Door Height	2100mm
Door Type	Centre opening
Operation	VVVF Microprocessor control
Machine Type	Geared
Machine Room Location	Above
No. of Units	4
Number of landing Doors	9
Counterweight Safeties	No
Intercommunication Device	No
Shaft Lighting	Yes
Position indicators	In car: yes

Arrival Signals	Provide on all landings: yes
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Machine

Item	Specific Requirements
Rated Speed	1465rpm
Load	55.5Amp
Ascending over-speed protection	Yes
Emergency Lowering Device	Yes
AC Power Regeneration	No

Unit No.: 72BE9132

General:	
Unit No. & Brand name	05/L1039 SIGMA
Known As	Triplex
Location	Block I
Item	Specific Requirements
Load	2000kg
Speed	0.75m/s
Shaft Width	2166mm
Shaft Depth	3007mm
No. of Stops	8
No. of Openings	8
Travel	21100mm
Pit Depth	4615mm
No. of Car Doors	1
Door Width	1300mm
Door Height	2100mm
Door Type	Centre opening
Operation	VVVF Microprocessor control
Machine Type	Geared
Machine Room Location	Above
No. of Units	4
Number of landing Doors	8
Counterweight Safeties	No
Intercommunication Device	No
Shaft Lighting	Yes
Position indicators	In car: yes

60

Arrival Signals	Provide on all landings: yes
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Machine

Item	Specific Requirements
Rated Speed	1465rpm
Load	55.5Amp
Ascending over-speed protection	Yes
Emergency Lowering Device	Yes
AC Power Regeneration	No

Unit No.: 72BE9133

General:	
Unit No. & Brand name	05/L1040 SIGMA
Known As	Triplex
Location	Block I
Item	Specific Requirements
Load	2000kg
Speed	0.75m/s
Shaft Width	2166mm
Shaft Depth	3007mm
No. of Stops	8
No. of Openings	8
Travel	21100mm
Pit Depth	4615mm
No. of Car Doors	1
Door Width	1300mm
Door Height	2100mm
Door Type	Centre opening
Operation	VVVF Microprocessor control
Machine Type	Geared
Machine Room Location	Above
No. of Units	4
Number of landing Doors	8
Counterweight Safeties	No
Intercommunication Device	No
Shaft Lighting	Yes
Position indicators	In car: yes

61

Arrival Signals	Provide on all landings: yes
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Machine

Item	Specific Requirements
Rated Speed	1465rpm
Load	55.5Amp
Ascending over-speed protection	Yes
Emergency Lowering Device	Yes
AC Power Regeneration	No

Unit No.: 72BE9134

General:	
Unit No. & Brand name	05/L1041 SIGMA
Known As	Single lift
Location	Block M
Item	Specific Requirements
Load	2000kg
Speed	1.0m/s
Shaft Width	2442mm
Shaft Depth	3018mm
No. of Stops	4
No. of Openings	4
Travel	14631mm
Pit Depth	1800mm
No. of Car Doors	1
Door Width	1100mm
Door Height	2100mm
Door Type	Centre opening
Operation	VVVF Microprocessor control
Machine Type	Gearless
Machine Room Location	Above
No. of Units	2
Number of landing Doors	4
Counterweight Safeties	No
Intercommunication Device	No
Shaft Lighting	Yes
Position indicators	In car: yes

62

Arrival Signals	Provide on all landings: yes
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Machine

Item	Specific Requirements
Rated Speed	90m/min
Load	31Amp
Ascending over-speed protection	No
Emergency Lowering Device	Yes
AC Power Regeneration	No

Unit No.: 72BE9135

General:	
Unit No. & Brand name	05/L1042 SIGMA
Known As	Single lift
Location	Block M
Item	Specific Requirements
Load	2000kg
Speed	1.0m/s
Shaft Width	2660mm
Shaft Depth	3018mm
No. of Stops	4
No. of Openings	4
Travel	14631mm
Pit Depth	1800mm
No. of Car Doors	1
Door Width	1100mm
Door Height	2100mm
Door Type	Centre opening
Operation	VVVF Microprocessor control
Machine Type	Geared
Machine Room Location	Above
No. of Units	2
Number of landing Doors	4
Counterweight Safeties	No
Intercommunication Device	No
Shaft Lighting	Yes
Position indicators	In car: yes

63

Arrival Signals	Provide on all landings: yes
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Machine

Item	Specific Requirements
Rated Speed	1465rpm
Load	55.8Amp
Ascending over-speed protection	Yes
Emergency Lowering Device	Yes
AC Power Regeneration	No

Unit No.: 72BE9136

General:	
Unit No. & Brand name	05/L1043 SIGMA
Known As	Duplex
Location	E Block
Item	Specific Requirements
Load	1800kg
Speed	1,5m/s
Shaft Width	3206mm
Shaft Depth	3093mm
No. of Stops	9
No. of Openings	9
Travel	27700mm
Pit Depth	1700mm
No. of Car Doors	2
Door Width	1300mm
Door Height	2100mm
Door Type	Single speed centre opening
Operation	VVVF Microprocessor control
Machine Type	Geared
Machine Room Location	Above
No. of Units	4
Number of landing Doors	9
Counterweight Safeties	No
Intercommunication Device	No
Shaft Lighting	Yes
Position indicators	In car: yes

64