



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF

PUBLIC WORKS, ROADS & INFRASTRUCTURE

LDPWRI-BM/20546: APPOINTMENT OF FRAMEWORK CONTRACTOR TO ATTEND TO FAULT CALL, INSPECTION, SERVICE, REPAIR, MAINTANANCE, MODIFY, SUPPLY, INSTALLATION, TEST AND COMMISSION THE INSTALLED LIFTS, ESCALATORS, PASSENGER CONVEYERS, AND ACCESSIBLE LIFTS (CHAIRLIFTS AND PLATFORMS) FOR A PERIOD OF 36 MONTHS

CIDB: 4SI OR HIGHER

Issued by:

Limpopo Department of Public Works, Roads and Infrastructure
Works Towers Building
43 Church Street
Polokwane
0700

Contact Person: General Queries

Name : Mr NJ Motsopye
Tel No. : 015 284 7126
Email : MotsopyeNJ@dpw.limpopo.gov.za

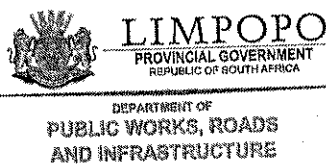
Technical: Technical Queries

Name : Ms R Modipa
Tel No. : 015 284 7424
Email : Modipar@dpw.limpopo.gov.za

Name of the Bidder :

Bidder's initials

001



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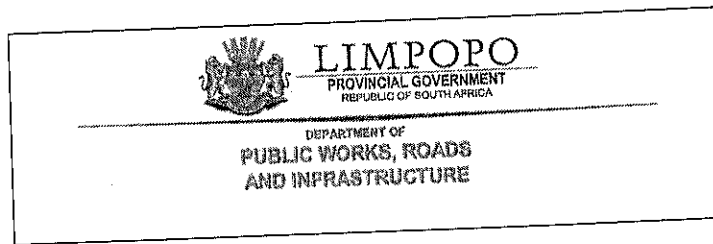
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PART T1: TENDERING PROCEDURE

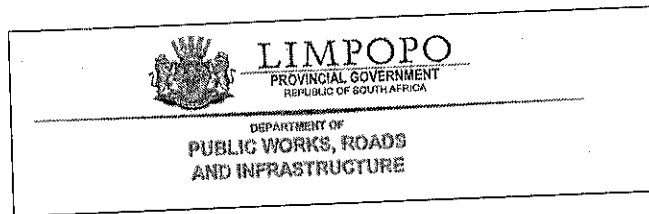
T1.1 Tender Notice and Invitation to Tender

Limpopo Department of Public Works, Roads and Infrastructure (LDPWR&I) invites tenderers for the attend to fault call, inspection, service, repair, maintenance, modify, supply, installation, test and commission the installed lifts, escalators, passenger conveyers, and accessible lifts (chairlifts and platforms) for 36 months. The bidders should be registered Construction Industry Development Board in grading designation of or higher to be eligible to this bid.

LDPWR&I or any client department or any organs of state including Municipalities and State-Owned Entities, may make use this framework of contractor and issue Task Orders or Job cards, for work falling within the scope of the contained herein.

Project Name	Appointment of framework contractor to attend to fault call, inspection, service, repair, maintenance, modify, supply, installation, test and commission the installed lifts, escalators, passenger conveyers, and accessible lifts (chairlifts and platforms) for 36 months
Tender Number	LDPWRI-BM/20546
Tender documents availability	Tender documents available on www.etenders.gov.za , CIDB website and www.dpw.limpopo.gov.za
Address for submission of tenders	DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE. Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699.
Closing date of the tender	
Closing time of the tender	11:00 am
Compulsory briefing meeting (Tenderers must sign the attendance register in the name of the tendering entity)	There is a compulsory briefing session Venue: Lebogakgomo Government Complex Date: 03/09/2025 Time: 11:00 AM
Price of the tender document	Tender documents available online
Evaluation criteria	1. Compliance (mandatory or compulsory requirements) 2. Functionality 3. Price and Specific Goals
Mandatory or Compulsory Requirements (failure to submit, complete or comply with these requirements will lead to automatic disqualification)	Completed and signed Form of Offer
Other Mandatory or Compulsory Requirements	Completed and signed SBD 1, SBD 3.2, SBD 4, SBD 6.1 Completed and signed Compulsory declaration and record of addendum (if applicable)
Administrative documents (failure to submit, complete or comply with these requirements will lead to failure in allocation of points as relevant during evaluation)	a. Letters of completed similar projects on an appropriate letterhead and signed off by client, must be attached. The letters must detail the scope of work undertaken, project value, date of award and completion, and location where work was carried out. b. Curriculum Vitae (not longer than 4 pages) of all key staff allocated to this project, indicating their experience and qualifications and professional registration with various councils. c. Certified copies (not older than 6 months) of all qualifications, professional registrations and training. d. List of plant as detailed in this bid document.

	<p>e. Physical location of the bidder - Company office and established factory in Limpopo Province.</p> <p>f. Signed Preferencing Schedule, including submitting the supporting documents.</p> <ul style="list-style-type: none"> o Bidders must note that failure to complete the declaration and/or submitting the above-mentioned supporting documentation will lead to the rejection of a claim for a preference. <p>g. Annual financial statements that comply with the with the companies act and must not be older than 18 months.</p> <p>h. The tender document should be returned in printed and original form. It may not be re-typed or altered in any way. The documents must be completed in black ink (non-erasable) – in an eligible handwriting. Mistakes are to be corrected by drawing a line through it and writing the correct information above it. Tenderer to sign next to the correction. Use of correction fluid is prohibited and bidders shall automatically be disqualified</p>
Enquiries	<p>General:</p> <p>Name : Mr NJ Motsopye, Tel No. : 015 284 7126 Email : MotsopyeNJ@dpw.limpopo.gov.za</p> <p>Technical:</p> <p>Name : Ms R Modipa Tel No. : 015 284 7424 Email : Modipar@dpw.limpopo.gov.za</p>
	Telegraphic, telephonic, scanned documents, facsimile, e-mail and late tenders will not be accepted.



T1.2 Tender Data

Clause number	Tender Data
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex C of Board Notice 423 of 2019 in Government Gazette No. 42622 of 08 August 2019, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement. (See www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.</p> <p>The following variations, amendments and additions to the Standard Conditions of Tender as set out in the Tender Data below shall apply to this tender. Add the following to clauses in Standard Conditions of Tender:</p>
C.1.1	The Employer is the Department of Public Works, Roads and Infrastructure
C.1.2	<p>The following documents form part of this tender:</p> <ul style="list-style-type: none"> - The General Condition of Contract for Goods and Services is applicable to this work. <p>The Tender</p> <p>Part T1: Tendering procedures</p> <p>T1.1 Tender notice and invitation to tender</p> <p>T1.2 Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 List of returnable documents</p> <p>T2.2 Returnable schedules</p> <p>The Contract Part C1: Agreements and contract data</p> <p>C1.1 Form of offer and acceptance</p> <p>C1.2 Contract data</p> <p>The Contract Part C2: Terms of reference</p>

C.1.4	<p>The employer's representatives are :</p> <p>General: Name : Mr NJ Motsopye, Tel No. : 015 284 7126 Email : MotsopyeNJ@dpw.limpopo.gov.za</p> <p>Technical: Name : Mr R Modipa Tel No. : 015 284 7424 Email : Modipar@dpw.limpopo.gov.za</p> <p>Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer.</p> <p>Only information issued formally by the Employer in writing to Tenderers will be regarded as amending the Tender Documents.</p>
C.1.5	The employer reserve the right to cancel the tender prior to the award of the tender.
C1.6.2	A competitive negotiation procedure will be followed.
C1.6.3	A two-stage system will not be followed.

C.2.1

Eligibility Criteria

Only tenderers who are registered with the Construction Industry Development Board (CIDB) with designation of 4SI or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, are eligible to have their tenders evaluated.

Joint ventures are eligible to submit tenders provided that:

1. Every member of the joint venture is registered with the CIDB.
2. The lead partner has a contractor grading designation of 4 SI or Higher for the maintenance, service and supply of new generators or not lower than one level below the required grading designation in the class of maintenance and service works and possess the required recognition status.
3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for an elevator maintenance and service. – Infrastructure or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.

The tenderer must also submit the compulsory returnable documentation listed in of this tender

C.2.7

Compulsory site briefing

There is a compulsory site briefing session

C.2.11	<p>Alterations to the documents</p> <p>Bidders are required to not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations</p>
C.2.12	<p>Alternative tender offer</p> <p>No alternative tender offer is permitted in this tender.</p>
C.2.13.2	<p>Replace sub-clause C.2.13.2 with the following; Return all returnable documents to the employer after completing them in their entirety by writing in non-erasable black ink</p>
C.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.
C.2.13.4	The tender shall be signed by a person duly authorized to do so.
C.2.13.5	<p>The sealed original tender must be submitted to the employer by no later than the closing date and time.</p> <p>Location of tender box: DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE. Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699 Identification details: Sealed Tender with Tender reference number, Title of Tender and the closing date and time of the tender.</p>
C.2.15.1	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
C.2.16.1	The tender offer validity period is 120 days .
C.2.16.2	The tender accepts that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for the tenders that a tender is withdrawn or substituted, if the validity period stated in C.2.16. lapses before the employer evaluating tender, the contractor reserves the right to review the price based on the Consumer Price Index (CPI).

C.3.1	<p>The tenderer is required to indicate how they claim points for the preference point system and attached relevant supporting documents. The specific goals for claiming of preference points include the following:</p> <ul style="list-style-type: none"> - Women - Disabled persons - Enterprises located in Limpopo province - Promotion of youth - Promotion of Small, Medium and Micro Enterprises (SMMEs). <p>CIDB Grading Certificate</p> <p>Tenderers are required to provide proof of registration with the CIDB register of contractors indicating the category of registration, grading as well as the CRS number of the tenderer.</p> <p>Letter of Good Standing</p> <p>Tenderers are required to submit, bound with the tender submission, a letter of good standing from the compensation commissioner indicating that the bidder is in good standing.</p>																					
C3.2	Notwithstanding any requests for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the employer can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.																					
C.3.11	<p>The tenderers will be evaluated in three (3) stages</p> <ul style="list-style-type: none"> (i) Mandatory and administrative Compliance (ii) Functionality (iii) Price and Specific Goals 																					
	<p>(i) Stage 1: Administrative Compliance: The Compliance or compulsory documents and returnable are detailed in Section T.2.1 of this tender document. Failure to submit, complete or comply with these requirements will lead to automatic disqualification.</p> <p>(ii) Stage 2: Functionality: Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below. Bidders are required to score a minimum number of evaluation points of 75 for functionality in order to proceed to the next phase of evaluation.</p> <table border="1"> <thead> <tr> <th>CRITERIA</th><th>DESCRIPTION</th><th>POINTS</th></tr> </thead> <tbody> <tr> <td>a) Bidders previous experience</td><td>Bidder's past experience (proof of supply, maintenance and installation, testing and commissioning of elevators, escalators, passenger conveyers, accessible lifts).</td><td>25</td></tr> <tr> <td>b) Key personnel</td><td>Background and experience of all key personnel proposed to undertake the services.</td><td>55</td></tr> <tr> <td>c) Method statement</td><td>Service Levels and Performance - indicating all the response times, listing of scheduled repair/replacement of covered equipment, prompt response times, lines of communications, and safety testing</td><td>10</td></tr> <tr> <td>d) Health and safety</td><td>A recognised health and safety management systems certificate, for example OHSAS 18001 or equivalent</td><td>5</td></tr> <tr> <td>e) Environmental Management and Added Value</td><td>A recognised environmental management systems certificate, for example ISO 14001 or equivalent</td><td>5</td></tr> <tr> <td colspan="2">Maximum possible Score</td><td>100</td></tr> </tbody> </table> <p>Refer to EVALUATION SCHEDULE 1 and 2 for more details.</p>	CRITERIA	DESCRIPTION	POINTS	a) Bidders previous experience	Bidder's past experience (proof of supply, maintenance and installation, testing and commissioning of elevators, escalators, passenger conveyers, accessible lifts).	25	b) Key personnel	Background and experience of all key personnel proposed to undertake the services.	55	c) Method statement	Service Levels and Performance - indicating all the response times, listing of scheduled repair/replacement of covered equipment, prompt response times, lines of communications, and safety testing	10	d) Health and safety	A recognised health and safety management systems certificate, for example OHSAS 18001 or equivalent	5	e) Environmental Management and Added Value	A recognised environmental management systems certificate, for example ISO 14001 or equivalent	5	Maximum possible Score		100
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- (iii) Stage 3: Ranking of bidders based on comparative price and specific goals; the 80/20 point system will be applicable for this bid.

The procedure for final evaluation and ranking of the bidders will be based on Method 2 (Financial offer and specific goals).

The number of evaluation points awarded for financial offer will be calculated using this equation.

$$P = 80 * \left(1 - \frac{(P_o - P_m)}{P_m} \right)$$

Where:

P is the points awarded to the bid under consideration

P_m is the lowest acceptable bid price

P_o is the comparative price under consideration

The number of tender evaluation points awarded for specific goals claimed in accordance the following Table.

- (iv) The department reserve the right to negotiate the rates with the successful service provider in line with the National Treasury Practice Notes.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises owned by People with Disabilities (Attach Disability certificate issued by health professionals)	2	
Enterprises owned by Women (Attach Central Supplier Database (CSD).)	7	
Small, Medium and Micro Enterprises (SMMEs). (Attach Central Supplier Database (CSD).)	2	
Enterprises owned by Youth. (Attach Central Supplier Database (CSD).)	4	
Enterprises located in Limpopo Province (Attach Municipal Utility Bills or Lease Agreement or Proof of Residence from Tribal Authority/Municipal Council)	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

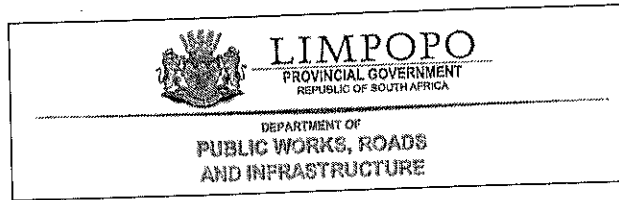
4.3. Name of company/firm.....

4.4. Company registration number:

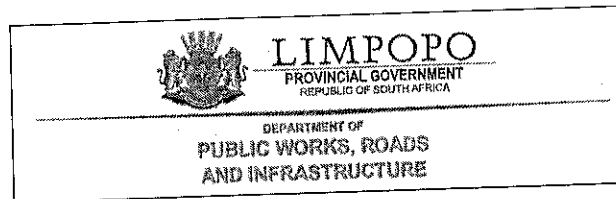
4.5. TYPE OF COMPANY/ FIRM

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

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:



PART T2: RETURNABLE DOCUMENTS



T2.1 : LIST OF RETURNABLE DOCUMENTS

1. The following documents **must** be submitted by the Contractors as part of the tender document:

- a) Fully Completed Pricing Schedule
- b) Fully Completed and signed Form of Offer
- c) Submission of fully completed and signed Standard Bidding Documents
 - 1.1. SBD 1: Invitation to bid
 - 1.2. SBD 3.2 : Pricing Schedule – Non-Firm Prices
 - 1.3. SBD 4: Bidder's Disclosure
 - 1.4. SBD 6.1: Reference Points claim form in terms of the Preferential Procurement Regulations 2022 or amended
- d) Fully completed signed Record of Addenda to tender documents
- e) Fully completed signed Proposed Amendments and Qualifications (if applicable)
- f) Fully completed signed Compulsory Declaration
- g) Fully completed signed Certificate of Authority
- h) CSD Report
- i) Valid CIDB grading certificate
- j) JV Agreement (if applicable)

Failure to submit the following will lead to automatic disqualification:

- a) Fully Completed Pricing Schedule
- b) Fully Completed and signed Form of Offer
- c) Fully completed signed Compulsory Declaration
- d) SBD 3.2 : Pricing Schedule – Non-Firm Prices
- e) Fully completed signed Certificate of Authority
- f) Valid CIDB grading certificate
- g) JV Agreement (if applicable)

2. The following returnable documents are **required for tender evaluation purposes. Tenderers will not be disqualified for failure to submit or complete these returnable documents. However, it will affect the awarding of points during evaluations.**

- a. Practical and Final completion certificates on the completed projects.
- b. List of plant owned and /or leased and proof of ownership.
- c. Curriculum Vitae of all key staff allocated to this project, indicating their experience and qualifications and professional registration with relevant council or body.
- d. Certified copies (not older than 6 months) of all qualifications, professional registrations and training
- e. Certified copy of the company's directors' identity documents not older than six (6) months. No copy of a certified copy will be accepted.
- f. Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g. Letter of Good Standing
- g. Letter from Financial Institution showing the Bank rating.
- h. Annual Financial Statements
- i. Proof of company address

T 2.2 : RETURNABLE SCHEDULE

No.	Document Name	Disqualifying Criteria?
1.	Fully Completed Pricing Schedule	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.	Fully Completed and signed Form of Offer	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3.	SBD 1: Invitation to bid	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
4.	SBD 3.2: Pricing Schedule – Non-Firm Prices	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5.	SBD 4: Bidder's Disclosure	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
6.	SBD 6.1: Reference Points claim form in terms of the Preferential Procurement Regulations 2022 or amended	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
7.	Record of Addenda to tender documents	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
8.	Proposed Amendments and Qualifications	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
9.	Compulsory Declaration	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10.	Certificate of Authority	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11.	CSD Report	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
12.	JV Agreement (if applicable)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
13.	Valid CIDB grading certificate	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
14.	Annual financial statements that comply with the with the companies act and must not be older than 18 months	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
15.	Letter from Financial Institution showing the Bank rating	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
16.	Practical and Final completion certificates on the completed projects.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
17.	List of plant owned and /or leased and proof of ownership.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
18.	Proof of company address	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
19.	Curriculum Vitae of all key staff	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Tenderer _____



Compulsory Declaration

The following particulars must be furnished. In the case of a joint venture, separate declaration in respect of each partner must be completed and submitted.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
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Section 3: SARS Information

Tax reference number	
VAT registration number:	(State Not Registered if not registered for VAT)

Section 4: CIDB registration number :

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

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Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

☐ Yes ☐ No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Date

Name

Position

Enterprise

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|--|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)		
		Current	Within last 12 months	

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary



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REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF

PUBLIC WORKS, ROADS & INFRASTRUCTURE

Certificate Of Authority

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

NB: Complete relevant section. Do not write "See Attached"

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I, chairperson of the board of directors of
....., hereby confirm that by resolution of the board (copy attached) taken on
.....20..... Mr/Mrs..... acting in the capacity
of..... was authorised to sign all documents in connection with this tender and
any contract resulting from it on behalf of the company.

As witness

1..... Chairman
2..... Date

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as

hereby authorise Mr/Mrs..... acting in the capacity
of..... to sign all documents in connection with the tender for
Contract..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Mrs....., authorised signatory of the company acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract..... and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY

D. Certificate for sole proprietor

I,, hereby confirm that I am the sole owner of the business trading as.....

As Witness:

1..... Signature: Sole owner
 2..... Date

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as..... hereby authorise Mr/Mrs..... acting in the capacity of..... to sign all documents in connection with the tender for Contract..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or Item	Proposal

Signed

Date

Name

Position

Tenderer

SBD1

PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE LIMPOPO DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE					
BID NUMBER:	LDPWRI-BM/20546		CLOSING DATE	16/09/25	CLOSING TIME: 11:00am
DESCRIPTION	APPOINTMENT OF FRAMEWORK CONTRACTOR TO ATTEND TO FAULT CALL, INSPECTION, SERVICE, REPAIR, MAINTANANCE, MODIFY, SUPPLY, INSTALLATION, TEST AND COMMISSION THE INSTALLED LIFTS, ESCALATORS, PASSENGER CONVEYERS, AND ACCESSIBLE LIFTS (CHAIRLIFTS AND PLATFORMS) FOR A PERIOD OF 36 MONTHS 4SI OR HIGHER				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE.					
Physical address: Corner River and Blaauwberg Streets, Ladanna, 0699.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Mr NJ Motsopye				
TELEPHONE NUMBER	015 284 7126	E-MAIL ADDRESS	MotsopyeNJ@dpw.limpopo.gov.za		
CONTACT PERSON (TECHNICAL)	Ms R Modipa				
TELEPHONE NUMBER	015 284 7424	E-MAIL ADDRESS	Modipar@dpw.limpopo.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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 IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILED THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

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

.....

DATE:

.....

SBD 3.2: PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS. IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder..... Bid number.....

Closing Time 11:00 Closing date.....

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

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

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

*Delete if not applicable



PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

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

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

Where:

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

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

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

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

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



PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

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

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.1

Bidder's initials

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

CONFIDENTIAL DOCUMENT

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises owned by People with Disabilities (Attach Disability certificate issued by health professionals)	2	
Enterprises owned by Women (Attach Central Supplier Database (CSD).)	7	
Small, Medium and Micro Enterprises (SMMEs). (Attach Central Supplier Database (CSD).)	2	
Enterprises owned by Youth. (Attach Central Supplier Database (CSD).)	4	
Enterprises located in Limpopo Province (Attach Municipal Utility Bills or Lease Agreement or Proof of Residence from Tribal Authority/Municipal Council)	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

4.6.

I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

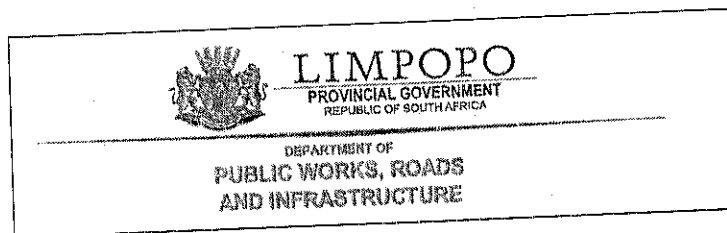


EVALUATION SCHEDULE 2: BIDDER'S EXPERIENCE

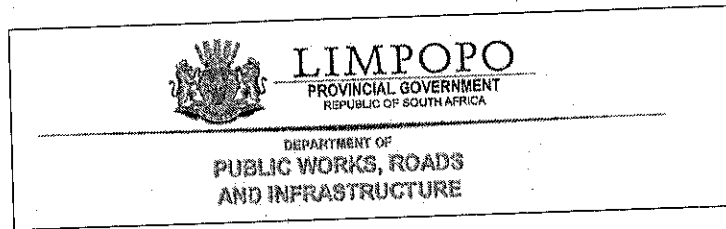
Relevant Experience in Similar Projects completed on time and include the following:

NB: Completion of this table is mandatory for points to be allocated. Site Handover Certificate or similar, Practical completion certificate (if any) must be attached as proof of completion on time for full points to be allocated.

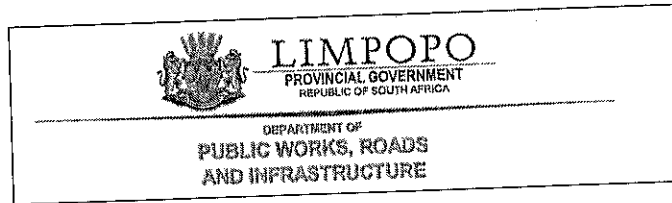
Client Name	Project Description	Project Value	Project Duration	Final/Practical Completion Certificate Attached?(Yes/No)	Signed Letter Of Current Projects Attached? (Yes/No)	Contact Person (Cell/Tel.)



THE CONTRACT



PART C1: AGREEMENT AND CONTRACT DATA



C1.1. FORM OF OFFER AND ACCEPTANCE

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

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

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the tender schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of the Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICE INCLUSIVE OF VALUE ADDED TAX IS (CONTRACT PRICE)

Rand (in words); R.....

.....

.....

(in figures) R.....

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s) _____ Name (s) _____

Capacity _____ Date _____

Name &
address of
the bidder
For the
tenderer: _____

Name &
signature of
witness _____ Date _____

CONFIDENTIAL DOCUMENT

Acceptance (To be completed by the employer – not the bidder)

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the tenderer's Offer. In consideration thereof, the *Employer* shall pay the Consultant the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the *Employer* and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
- Part C2 Pricing Data
- Part C3 Scope of Work

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's* agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now *Consultant*) within five working days of the date of such receipt notifies the *Employer* in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

For the Employer

Signature
Name
Capacity

Name and address of organization

Signature and Name of Witness

Signature
Name
Capacity

Schedule of Deviations

1 Subject

Details

2 Subject

Details

3 Subject

Details

4 Subject

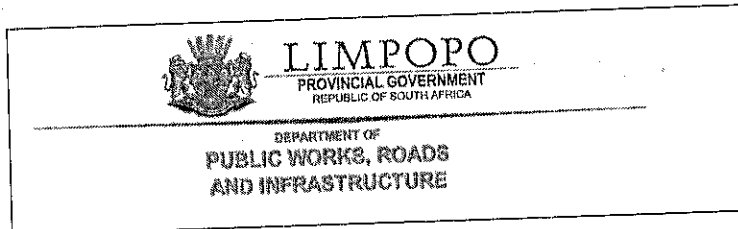
Details

By the duly authorised representatives signing this agreement, the *Employer* and the Tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Tenderer and the *Employer* during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

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C2.1 CONTRACT DATA

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CONFIDENTIAL DOCUMENT

LDPWRI-BM/20546 TERMS OF REFERENCE

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

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

SECTION 1 – GENERAL

1. Intent of Specification

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

For the purposes of this document the following applies:

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

2. Standards and Codes

All standards referenced shall be the latest editions.

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

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

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

- 50081-1 Part 1: Electric lifts
- 50081-2 Part 2: Hydraulic lifts
- 50081-3 Part 3: Electric and hydraulic service lifts
- 50081-20 Lifts for the transport of persons and goods – Part 20: Passenger and goods passenger lifts
- 50081-21 Lifts for the transport of persons and goods – Part 21: New passenger and goods passenger lifts in existing building

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- 50081-22 Lifts for the transport of persons and goods – Part 22: Electric lifts with inclined path
- 50081-31 Special lifts for the transport of persons and goods – Part 31: accessible goods only lifts
- 50081-41 Special lifts for the transport of persons and goods – Part 41: Vertical lifting platforms intended for use by persons with impaired mobility
- 50081-50 Examinations and tests – Part 50: Design rules, calculations, examinations and tests of lift components
- 50081-70 Particular applications for passenger and goods lifts – Part 70: Accessibility to lifts for persons including persons with disability
- 50081-72 Particular applications for passenger and goods lifts – Part 72: Firefighters lifts
- 50081-80 Existing lifts – Part 80: Rules for the improvement of safety of existing passenger and goods lifts

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Escalators shall be in accordance with the following:

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

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

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

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

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

3. Compliance with Regulations

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

- a) The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,
- b) Department of Labour: Lift, Escalator and Passenger Conveyor Regulations, 2009 as amended,
- c) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority,
- d) The Fire Brigade services Act 1987 (Act 99 of 1987) as amended,
- e) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended,
- f) The Electricity Act 1984 (Act 41 of 1984) as amended.

4. Scope of Work

Included in this Lift and Escalator Specification

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

5. General Requirements

5.1. General

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

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

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

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

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

The Contractor shall provide sufficient qualified technical staff, field staff and safety personnel to ensure the Works under this contract be satisfactorily carried out safely and meeting the performance targets and programmes. The Contractor shall also provide competent

attendant(s) to monitor any works in relation to the lift maintained (e.g. cleaning of lift pits, electrical system maintenance, etc.) arranged by the Employer at no extra charge.

5.2. Taking over of Existing Lifts

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

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

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

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

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

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

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

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

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

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replacement of parts whenever required shall be included under this Contract.

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

5.5. Logbook

The logbook shall be provided by the Contractor and kept at management offices of management agent or Employer's representative, or appropriate places on site as agreed by the Employer. Every attendance and detail of work done to each lift shall be entered into the logbook by the Contractor so as to form a maintenance record, and/or to certify the Contractor's attendance visits as required by this Contract. The logbook entries will be taken as record for the services provided by the Contractor in accordance with the requirements stipulated in the requirements of the SANS1545-1; SANS1545-2; SANS1545-5; SANS1545-10; SANS1543;

"Specifications for Lifts, Escalators and Passenger Conveyors" and shall comply with the Occupational Health and Safety Act 85 of 1993 and current regulations of all other codes applicable to this work. The Employer's Representative will check the entries randomly to ascertain the work described in the Contract properly executed. If the lift is found not attended for a period of time, the monthly payment will be

adjusted according to the formula given in Clause 7.2 of this Particular Specification.

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

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

5.6. Shut down of Lifts

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

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

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

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

The Contractor shall be responsible for giving well in advance verbal and written notice to the Employer or his representative on any shut down indicating the scheduled shut down period and the resumption of the system. If extension of shut down period is required for the system, the Contractor shall report the case to the Employer and the venue-in-charge immediately. Any shut down case and details of shut down shall be recorded in the maintenance logbook kept at site.

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

5.7. Access Control

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

job cards shall be signed off by the Security Control Room as would be directed to the Contractor during such incidences.

5.8. Information to be submitted to the Employer

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

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

5.9. Remedy on Contractor's Failure to Perform

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

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

If the Contractor fails to comply with such notice, the Employer shall be entitled to carry out such work or instruction by his own workmen or by other contractors. Without prejudice to any other remedy, all additional expenditure properly incurred by the Employer in having such work or instruction carried out shall be recoverable by the Employer from the Contractor by deduction from moneys due to the Contractor under this Contract or under any other contract between the Employer and the Contractor.

6. Hours of Work

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

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

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7. Extent of Works

7.1. General Requirements

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

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

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

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

At the Employer's discretion, Employer's representatives or other designated personnel will carry out inspection on any lift or escalator at any time, after major alteration / major component replacement or periodic testing and examination or upon receipt of complaint. The Contractor shall dispatch adequate and sufficient technical staff on site for the smooth progress of inspection upon request.

7.2. On-call Maintenance and Emergency Repair Services

7.2.1. Contractor's Emergency Call Centre

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

- a. To confirm within 15 minutes, the appointment date and time for execution of fault/emergency call requests received from the Employer or his representatives.
- b. To monitor the progress of the fault/emergency call attendance and to report to the Employer or his representatives on any unattended appointment (including missed appointment and inaccessibility to the premises) and the subsequent remedial measure no later than 30 minutes of the originally scheduled appointment time.
- c. To report the completion of fault/emergency call attendance within one (1) day.

- d. To feedback and resolve on any complaint received on the fault/emergency call within 30 minutes of notification from the Employer or his representatives.
- e. The Contractor shall also supply and install permanent labels made of plastic material or stainless steel indicating the Contractor's name and emergency telephone numbers for each lift or a group of lift in the main landing within one month after commencement of contract or immediately upon any changes.

7.2.2. Fault Call Service

- a. A 24 hour, 7 days per week, 365 (366 when leap years occur) days per year call-out and repair service is to be in force throughout the duration of the Contract.
- b. All calls to the Contractor's emergency services are to be responded to promptly and the Contractor is to be on site and report to the Employer's Representative following the fault call procedures.
- c. An emergency service is to be manned and available 24 hours a day, 7 days a week, 365 days per year (366 when a leap year occurs) throughout the year including Sundays and Public Holidays.
- d. Response Time – the Contractor shall respond to the Company's call for service and arrive the site:
 - ☐ within 30 minutes in case of lift trap; and
 - ☐ within 60 minutes in case of non-lift trap.
- e. After receiving instructions from the Employer or his representative, either verbal or written, all faulty systems should be restored to its normal condition within one (1) day or as the date agreed by the Employer.
- f. Should the Contractor fail to respond promptly within the specified period, the Contractor shall immediately contact the Employer or his representative and provide sufficient justification for his incapability to comply with the requirement of response.
- g. For any serious lift incident including the death or injury of a person, the Contractor shall immediately contact the Employer or his representative.
- h. If the lift is beyond emergency repair, the contractor is required to make safe the lift and install a suitable notice indicating "Out of Service" at a prominent position and inform the Employer and any other party as directed by the Employer.
- i. If the Contractor could not complete the rectification works within the specified period, the Contractor shall submit a written report, explaining for the non-compliance, to the Employer within one calendar day after such non-compliance is found.
- j. The contractor will be penalised 25% of the total monthly fee for the equipment concerned.

7.2.3. Emergency Service Team(s)

- The Contractor shall maintain Emergency Service Team(s) consisting of technically qualified, skilled and experienced technicians for prompt attendance of fault calls and to provide

the On-call Maintenance and Emergency Repair Services (hereafter referred to as emergency services) at any time specified in Clause 7.2.2(c).

- **Should any passenger be injured as reported**, the Registered Lift Engineer shall arrive at the site of incident within two (2) hours to conduct detail investigation of the incident and thoroughly examination of the lift.
 - The emergency services shall include overtime works, all mechanical, electrical, and electronic works, and inspection, testing, adjustment, commissioning and cleaning which are found necessary to reinstate the safe and satisfactory working condition and operation order of the lift as soon as possible and within 24 hours. The Contractor shall be required to substantiate the time required for repairing work should it be considered by the Employer to be unreasonably long.
 - During repair, and before resumption of services, notices indicating "Out of Service" shall be displayed prominently at all landings including that at the main entrance for the defective lift. For outdoor equipment which are out of service but without any site work being carried out, the display of "Out of Service" shall be replaced by a notice posted at a convenient location adjacent to the upper and lower landings indicating apology from the Contractor and with the anticipated date of resuming escalator service indicated, while the use of the escalators as an alternative stair by the public shall be maintained as long as it is safe and practicable.
- 7.2.4. The Schedule of Rates shall have been fully inclusive to cover costs of providing the on-call and emergency service comprising transport, labour and materials, including cleaning materials, tools, inspection, measuring and testing equipment, and equipment, parts and/or components for the replacement of aged, deteriorated and/or defective items as and when necessary, during the emergency services and they will not be separately paid.
- 7.2.5. The Contractor shall submit to the Employer, a detailed inspection, service and repair report within 48 hours of receipt of each fault call.
- The report shall at least include the following information: -
- a. Date/time of receipt of fault call.
 - b. Date/time of arrival of Emergency Service Team to the site of incident.
 - c. Date/time of reinstatement of safe and satisfactory working condition and operation order of the Lift/escalator.
 - d. Causes of fault/alarm.
 - e. List/details of emergency service being carried out including repairs and/or replacement works.
 - f. Follow-up action if required, due to off-site repair works.
 - g. Tentative time schedules for completion of off-site repair works and all other necessary works.
 - h. Photo records
 - i. Description of the fault.

- j. Fault symptoms
- k. Remedial action taken
- l. Preventive measure
- m. Location

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

- 7.2.6. For monitoring the performance on attending fault calls, the Contractor shall submit to the Employer a monthly report by electronic means together with a signed hard copy as shown on the Appendix 2 hereof on fault calls in the first week of each following month. The computer format of the monthly report shall be submitted to the Employer for approval and monthly report shall include the following information: -
- a. No. of fault calls received for each lift of each location.
 - b. No. of fault calls in (a) attended within 30 minutes as specified in Clause 7.2.2(d) of the Particular Specification.
 - c. No. of fault calls in (a) attended within one hour as specified in Clause 7.2.2(d) of the Particular Specification.
 - d. No. of fault in (a) rectified within 24 hours as specified in Clause 7.2.2(f) of the Particular Specification.
 - e. No. of faults in (a) rectified within 1, 3, 7, 14 or over 14 working days.
 - f. Number of breakdown and downtime in the month.
 - g. Number of fault calls that the Contractor fails to respond on time.
 - h. Mean time to respond to a call.
 - i. Other details as and when required by the Employer or his representatives.

7.3. Performance Target on Maintenance Services

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

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

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

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

Service Availability"=

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

Where

- i. Total downtime – Total down times (min.) i.e., Total loss of operating hours of each lift counted for all lift failure, "System Withheld", from all lifts on the premise during the concerned period
- ii. Total operating time – Total operating time (minutes) counted for the sum of total normal operation of all lifts on the premise during the concerned period, in one-month time.

b. Response Time to Fault Calls: -

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

c. Fault Call Rectification

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

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

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

7.4. Regular Inspection and Servicing

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

7.4.1. Scope of Inspection and Servicing

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

7.4.2. Monthly Service Report

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

- a) be submitted within one (1) week after the date of the last inspection to which the report relates;
- b) be a typed report duly signed by a Registered Lift Engineer;
- c) state the condition of the major safety components as detailed in the inspection sheet and detail any unsatisfactory items or any wrong method of operation by the users; or any improvement work which may be considered necessary;
- d) state clearly dates of replacement for major parts such as motor, driving chain, handrail, etc. in the reporting quarter;
- e) indicate the date of last safety test and date of last full load safety test for lifts; and certify that the lift is or is not in a satisfactory and serviceable condition.

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

7.5. Planned Examination Testing and Maintenance

7.5.1. General

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

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

7.5.2. Report on Equipment beyond Economic Repair

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

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7.6. Alterations, Addition and Improvement Works

7.6.1. General

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

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

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

7.6.2. Resumption Permit

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

7.6.3. Nature of Works

For all Alteration, Additions and Improvement Works, a site instruction will be issued by the Employer for this purpose. The Contractor shall include all costs for labour and materials to supply and install, test and commission the part of system that has been altered or added by him as well as maintaining the completed work half year at no extra cost, or until 6 months after the expiry of Contract Period, whichever period

is shorter. The Contractor shall be required to carry out all necessary works in the Defect Liability Period as required.

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

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

7.6.4. Elevator shaft maintenance

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

7.6.5. Entrapped passengers training

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

7.6.6. Annexure B

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

7.6.7 Prices

All prices bided by the bidder for items in this document shall include for additional costs, if any, that may occur as a result of these as well as for the supply of all scaffolding and normal plant and everything necessary for the proper execution of the work.

NOTE:

Percentage mark-up as bided is allowed on non-scheduled materials, parts and components only and not on labour, transport and sub-contractors services. The total discount obtained from the supplier shall be credited to the Department. The percentage mark-up shall then be calculated on the total discount price excluding VAT. A maximum of 15% mark-up shall be accepted.

8. Equipment Description

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

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

9. Additions or Deletion of Lift Equipment

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

10. Payment

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

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

10.1. Payment Claims

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

10.2. Claim for Maintenance Service

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

Payment for incomplete Month: -

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

$$\times \frac{365}{365}$$

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

10.3. Deduction of Maintenance Fee for Suspension of Service

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

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

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

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

10.4. Payment for Works Covered by Approved Purchase Orders

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

10.5. Payments Withheld

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

11. Termination of Agreement

- The Employer may terminate this Agreement at any time upon thirty (30) days written notice to the Contractor due to the following reasons:
- Unacceptable performance by the Contractor, which shall be determined in

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Employer's sole and absolute discretion,

- Contractor's failure to comply with all of its duties and obligations under this Contract,
- Sale of building,
- Permanent removal of equipment from service.

12. Failure to Perform

12.1. Contractor shall fully guarantee all work performed during the Term of the Contract and for a period of ninety (90) days after the termination date. Should the Employer determine during the Term or within thirty (30) days after termination that any required work has not been fully performed, has been performed improperly or not performed at all, the Contractor shall, after written notification by the Employer, correct said deficiency within ten (10) days. Failure to correct will be construed as a default under the Contract and the Employer has the right to secure others to perform the services and deduct the costs of these services from the contractual amount due to the Contractor under this Agreement.

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

13. Award of Agreement

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

14. Co-ordinating

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

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

15. Submittals

Layout and Shop Drawings

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

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

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

16. Samples

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

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

17. Tests Certificates and Inspections

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

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

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

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

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

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

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

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

18. Application to Department of Labour

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

19. Operating and Maintenance Manuals

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

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

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

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

20. Guarantee

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

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

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

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

21. Materials and Workmanship

- (a) The work throughout shall be executed to the highest standards and to the entire satisfaction of the Representative/Agent who shall interpret the meaning of the Contract Document and shall have the authority to reject any work and materials, which, in his judgement, are not in full accordance therewith. All condemned material and workmanship shall be replaced or rectified as directed and approved by the Representative/Agent.
- (b) All work shall be executed in a first-class manner by qualified tradesman.
- (c) The Contractor shall be fully responsible for his work and shall replace any of the work which may be damaged, lost or stolen. The Contractor shall protect the building and its contents against damage by him, his employees or sub-contractors and shall make good any damage thereto.
- (d) The Contractor shall indemnify the Employer of all liability for damages arising from injuries or disabilities to persons or damage to property occasioned by any act or omission of the Contractor or any of his sub-

contractors, including any and all expenses, legal or otherwise, which may be incurred by the Employer or Representative/Agent in the defence of any claim, action or suit.

- (e) The Contractor shall warrant that the materials and workmanship shall be of the highest grade, that the equipment shall be installed in a practical and first-class manner in accordance with the best practices and ready and complete for full operation. It is specifically intended that all material or labour which is usually provided as part of such equipment as is called for and which is necessary for its proper completion and operation shall be provided without additional cost whether or not shown or described in the Contract Document.
- (f) The Contractor shall thoroughly acquaint himself with the work involved and shall verify on site all measurements necessary for proper installation work. The Contractor shall also be prepared to promptly furnish any information relating to his own work as may be necessary for the proper installation work and shall cooperate with and co-ordinate the work of others as may be applicable.
- (g) The Contractor shall inspect and verify that the existing power feeder system is compatible with the equipment offered and any changes or upgrading of the electrical supply shall be brought to the attention of the Representative/Agent.
- (h) Material and equipment damaged in transit shall be replaced with undamaged material.
- (i) All components and their respective adjustment, which do not form part of the equipment installation work but influence the optimum and safe operation of the equipment shall be considered to form part of and shall be included in the Contractor's scope of works.
- (j) All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.
- (k) The Contractor shall make sure that all safety regulations and measures are applied and enforced during the installation and guarantee periods to ensure the safety of the public and the User Client.
- (l) The Contractor is to include cost for all scaffolding required to complete the work required.

22. Brochures

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

23. Accreditation

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

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26. Functionality

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

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

Technical Criteria	Sub-criteria	Points
<p>Bidder's team's appropriate qualifications and experience including repair and maintenance of accessible lifts (STRICTLY – ONLY WORKING EXPERIENCE ON ACCESSIBLE LIFTS WILL BE CONSIDERED, including functional refurbishment/renovation/restoration work experience and refurbishment/renovation/restoration on a such installation</p> <p>Note: Letters of Appointment shall not be considered as required proof of experience. Only relevant and signed letters from clients are acceptable, including both current and previous projects.</p>	<p>Letter of completion for PREVIOUS WORK ON REPAIR AND MAINTENANCE OF ACCESSIBLE LIFTS, on an appropriate letterhead and signed off by client, must be attached. Letter must detail the scope of work undertaken, project value undertaken, date of award and completion, and location where work was carried out). Failure to attach the required documents shall lead to forfeiture of points.</p> <ul style="list-style-type: none"> • 1 x Completion Letter – (5 points) • 2 x Completion Letters – (10 points) • 3 x Completion Letters – (15 points) • 4 x Completion Letters – (20 points) • 5 or more x Completion Letters – (25 points) 	25
<p>Key Personnel Capacity SAQA trade test.</p>	<p>Proposed project resource schedule (please identify each resource and specify role in the project). Failure to provide full details shall lead to forfeiture of points.</p> <p>Only competent personnel will be allowed to interact with the equipment to repair, maintain, service, install, and commission. A Certified SAQA recognised (Lift mechanic, Lift fitter, Elevator repair person, Lift electrician, Lift fitter installer, Lift Service technician) trade test certificate is required. Attach a copy of the trade test certificate and CV for each key personnel.</p> <ul style="list-style-type: none"> • 4 or more SAQA recognised lift mechanic trade test certificates submitted, with at least 2 mechanics having 2 or more years practicing as a lift mechanic (35 points). • 3 SAQA recognised lift mechanic trade test certificates submitted with at least 2 lift mechanics having 2 or more years practicing as a lift mechanic (25 points). • 2 SAQA recognised lift mechanic trade test certificates submitted with at least 2 lift mechanics having 2 or more years practicing as a lift mechanic (20 points). • 1, less, more or non-recognised SAQA recognised lift mechanic trade test certificates submitted, with less than 2 mechanics having 2 or more years practicing as a lift mechanic (0 points). 	35

<p>National Engineering council of South Africa (ECSA) lift inspector accreditation.</p>	<p>Part of the services to be provided requires an elevator/Escalator inspector. The recommended inspector can be independent, sub-contracted or employed by the organisation. A copy of the ECSA registered elevator/escalator inspector certificate and CV are to be attached.</p> <ul style="list-style-type: none"> • 1 Lift inspector ECSA or ECSA recognised and equivalent (for foreign accreditation) certificate attached with 5 or more years as a registered lift inspector with ECSA (or ECSA recognised and equivalent organisation). (20 points) • 1 Lift inspector ECSA or ECSA recognised and equivalent (for foreign accreditation) certificate attached with 2 to under 5 years as a registered lift inspector with ECSA (or ECSA recognised and equivalent organisation). (15 points) • 1 Lift inspector ECSA or ECSA recognised and equivalent (for foreign accreditation) certificate attached with under 2 years as a registered lift inspector with ECSA (or ECSA recognised and equivalent organisation). (10 points) • No certificate attached (0 points) 	<p>20</p>
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Technical Criteria	Sub-criteria	Points
<p>Service Levels and Performance - indicating all the response times, listing of scheduled repair/replacement of covered equipment, prompt response times, lines of communications, and safety testing.</p>	<p>Submit a detailed document how you would ensure that the emergency call out times detailed in the specification will be managed and adhered to. The following headings are required in the document. Attach proof of ownership/lease/access of the listed equipment. 0 points will be awarded if an equipment is mentioned without proof of ownership/lease/access. NB refer to annexure 1.</p> <ul style="list-style-type: none"> • Service Availability (2 points). • Response Times to fault calls (2 points). • Fault rectification (2 points). • Incident reporting requirements (2 points). • Service monitoring reporting requirements (2 points). • Report not submitted (0 points) 	<p>10</p>
<p>Health and Safety</p>	<p>Does the relevant section of your organisation hold a recognised health and safety management systems certificate, for example OHSAS 18001 or equivalent?</p> <ul style="list-style-type: none"> • If "Yes", enclose a copy of the certificate. (5 points) • If "No", please briefly describe what arrangements you have made to manage Health and Safety within your organisation and supply a copy of your health and safety policy. (5 points). • Not submitted (0) 	<p>5</p>

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

Comprehensive Curriculum Vitaes' (CV) with certified copies of qualifications and professional registration of the staff who will be available for the duration of the contract must be attached. In case where bidders submitted CV's of personnel from other companies, bidders must indicate if the personnel is sub-contracted or employed full time or part-time, and indicate the period of the engagement with the bidder. A signed agreement between two parties or an agreement between personnel and a company must be included with the proposal.

27. Bid Price Qualification

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

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

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration and

P_{\min} = Price of lowest acceptable tender

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

27.1 Award of the bid

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

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

- Please take note that DPWRI is not bound to select any of the firms submitting proposals. DPWRI reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.
- Bid document shall be submitted in its original form with the attachments.
- Bidders should complete SBD forms (1, 3,3, 4 and 6,1)
- Bidders must be Tax compliant throughout the bidding stages.
- Failure to comply with Tax matters may result in the invalidation of the bid.
- Bidders must score a minimum of 75% (The minimum qualifying score that must be obtained for functionality in order for a Bid to be considered further should not be generic). It should be determined separately for each bid on a case-by-case basis.

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- A valid Tax Compliance Status with Pin issued by SARS to the supplier/copy of Central Supplier Database (CSD)/ MA supplier Number must be submitted together with the bid.
- Intellectual property rights will belong to the LDPWRI
- Before any work can commence the service, level agreement must be signed by both parties (LDPWRI and the successful bidder) and an official order must be issued and should there be any dispute regarding the finalization of the agreement, the LDPWRI reserves the right to cancel the contract with no cost implications for the LDPWRI.
- The evaluation of Bids can only be done on the basis of information required by the LDPWRI.
- Prospective suppliers and / or public entities interested in pursuing opportunities with the LDPWRI and within the South African government, should be registered on the National Treasury Central Supplier Database.
- Prospective suppliers and / or public entities must provide the LDPWRI with their CSD registration number on submission of their bid proposals including those of sub-contractors and/ or joint venture companies.
- The Department envisage to appoint one service provider for all the equipment in clusters mentioned below:
 - a) Mopani District
 - b) Sekhukhune District Offices
 - c) Vhembe District

28. Bill of QUANTITIES

PART A- ELEVATOR MAINTENANCE MONTHLY SERVICE COSTS BILL OF QUANTITIES

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

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PART B-REPLACEMENT OF PARTS BILL OF QUANTITIES

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

PART C-BILL OF QUANTITIES SUMMARY.

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

Part	Description	Amount [R]
A	Elevator maintenance monthly service fee	
B	Replacement of parts	
	Subtotal Excluding VAT	
	VAT @ 15%	
	Total including VAT (Carry to Form of offer)	

ANNEXURE 1 – Performance Targets of Lifts

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

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

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

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

ANNEXURE 2 – Maintenance Schedule for Accessible Lifts

Schedule No.	Description of Task
Monthly Service	
1.	<p>a) Check levelling operation. Clean and adjust levelling switches, hoist way vanes, magnets, and inductors. Repair and/or adjust for proper levelling.</p> <p>b) Check hoist way doors. Clean, lubricate car door or gate tracks, hangers and up thrust eccentrics, linkages jibs and interlocks.</p> <p>c) Clean, adjust and lubricate car door or gate tracks, pivots, hangers.</p> <p>d) On hoist way doors, clean, lubricate and adjust tracks, hangers and eccentrics, linkages jibs and interlocks.</p> <p>e) Inspect all fastening and ropes for wear and lubrication. Clean both governors, hoist ropes, lubricate hoist ropes, and lubricate hoist ropes if needed. Inspect all rope hitches and shackles and equalize rope tension.</p> <p>f) Inspect hoist reduction gear brake and brake drum, drive sheave and motor, and any bearing wear.</p> <p>g) Inspect safety parts, pivots, setscrew, switches, etc. Check necessary.</p> <p>h) In the pit, lubricate compensating sheave and inspect hitches. Inspect governor and tape tension sheave fastenings. Empty clean oil drip pans.</p> <p>i) Clean all parts of safeties and lubricate moving parts to assure their proper operation. Check and adjust clearance between safety jaws and guide rails.</p> <p>j) Visually inspect all safety parts.</p> <p>k) Clean and examine governor rope, replacing, if needed. (Do not lubricate governor rope)</p> <p>l) Check controller. Clean with blower, check alignment of switches, relays, timers, contracts, hinge pins, etc. adjust and lubricate.</p> <p>m) Check all resistance tubes and grids.</p> <p>n) Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses, holders, and all controller connections.</p> <p>o) Inspect sheaves to ensure they are tight on shafts. Sound spokes and rim with hammer for cracks.</p> <p>p) Check car stile channels for bends or cracks; also, car frame, cams, supports and car steadying plates.</p> <p>q) Lubricate moving parts or vertical rising or collapsible car gates. Check pivot points, sheaves, guides and track wear.</p>