



SB5-21/22/0046

QUOTATION

TERM TENDER FOR COMPREHENSIVE LIFT MAINTENANCE AT THE DISTRICT ROADS ENGINEER (DRE) OFFICES IN MAKHANDA.

SB5-21/22/0046

NAME OF COMPANY:

CSD Nr:

CRS Nr (CIDB):

CLOSING DATE: 07 DECEMBER 2021

TIME: 11:00 am

Department of PUBLIC WORKS &
INFRASTRUCTURE
Old Ford House Building
Central
Gqeberha
6001



T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department Public Works & Infrastructure invites Contractors with a CIDB Grading of **1SI/1SI PE OR HIGHER** in the following Class of works **(SI)** tenders **TERM TENDER FOR COMPREHENSIVE LIFT MAINTENANCE AT THE DISTRICT ROADS ENGINEER (DRE) OFFICES IN MAKHANDA.**

The contract will be based on the GCC and Standard Bidding Document 7.1/ 7.2.

Documents may be obtained from the offices of the Department of Public Works & Infrastructure, Ground Floor, Old Ford House Building, 55 Corner Albany, Westbourne and Westbourne Road, Gqeberha from the **22 NOVEMBER 2021.**

Queries relating to the issue of these documents may be addressed in writing to Mr. Alex Hitzeroth - alex.hitzeroth@ecdpw.gov.za, email: Alex.Hitzeroth@ecdpw.gov.za. **Technical enquiries:** may be addressed in writing to Mr John Janse Van Rensburg – email: John.jansevanrensburg@ecdpw.gov.za.

The closing time for receipt of tenders by the ECDPWI is **11:00am on 07 DECEMBER 2021**, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked **"SB5-21/22/0046: TERM TENDER FOR COMPREHENSIVE LIFT MAINTENANCE AT THE DISTRICT ROADS ENGINEER (DRE) OFFICES IN MAKHANDA,** must be deposited in the bid box, Ground Floor, Department of Public Works & Infrastructure, Old Ford House Building, Corner Albany, Westbourne and Clevedon Road, Central, Gqeberha.

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery.

Tenders must use only the documents issued by the employer. Tenderers must be registered on the National Treasury Central Supplier Data Base prior the award. (<https://secure.csd.gov.za>).

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

B. BID EVALUATION:

This bid will be evaluated in Three (3) Phases as follows:

Phase One: Compliance, responsiveness to the bid rules and conditions, thereafter.

Phase Two: Functionality

For any bid to be evaluated further on the standard points system based on price and BBBEE rating, a minimum score of 80 points must be obtained for functionality. **Bidders must submit documented proof to substantiate their points. Failing to do so will render their bid non-responsive.** The following functionality table must be completed with points claimed. The allocation and required points are shown in the table.



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ITEM	DESCRIPTION	SCORING CRITERIA	POINTS CLAIMED (MUST BE COMPLETED)
1	24 hours toll free emergency call centre in place (Attach signed affidavit and company profile confirming availability with phone number of call centre)	YES = 25 points NO = 0 points	
2	Number of hours' response time to attend to an emergency call out (Attached signed letter on letter head and company profile indicating how response time will be achieved)	3 hrs or less = 25 points > 3 hrs <= 4 hrs = 15 points >4 hrs = 0 points	
3	In possession of Quality management system as per: SABS ISO 9001 quality management systems the marketing, sales, installation, modernization and maintenance of elevators, escalators, goods hoists and associated equipment, including the training and inspection thereof. (Attach valid certificate OR proof of certification process in progress)	In place = 25 points Certification in progress = 15 points No ISO quality management system in place and no certification in progress = 0 points	
4	All the work shall be done by an accredited competent lift mechanic employed by or contracted to a competent lift service provider as described in the regulations. (Attach valid certificate of designated lift mechanic)	Valid certificate for lift mechanic attached = 25 points No valid certificate attached = 0 points	
Maximum available points = 100 Minimum points required = 80		TOTAL POINTS CLAIMED	

Bidder must score a minimum of eighty (80) points in order to be considered further.



Phase Three: Tenderers passing all stages above will thereafter be evaluated on PPPFA

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	80 points
Maximum points for B-BBEE	-	20 points
Maximum points	-	100 points

C. BID SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data. The specifications, rules, special conditions of bid, evaluation criteria, and other bid conditions are detailed in the document.

The Department of Public Works & Infrastructure SCM policy applies.

Tender validity period is **60 days**.

D. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked **"SB5-21/22/0046: TERM TENDER FOR COMPREHENSIVE LIFT MAINTENANCE AT THE DISTRICT ROADS ENGINEER (DRE) OFFICES IN MAKHANDA.**, must be deposited in the bid box, Ground Floor, Department of Public Works & Infrastructure, Old Ford House Building, Corner Albany, Westbourne and Clevedon Road, Central, Gqeberha.

E. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

- **SCM RELATED ENQUIRIES**
Mr A. Hitzeroth
Tel No: **041 390 9067/ 079 520 4510 (during office hours)**
Email Address: Alex.Hitzeroth@ecdpr.gov.za
- **TECHNICAL ENQUIRIES**
Mr. J Janse Van Rensburg
Tel No.: **041 390 9084/ 083 651 2037 (during office hours)**
Email Address: Jonh.jansevanrenburg@ecdpr.gov.za
- **OCCUPATIONAL HEALTH & SAFETY**
Ms. N. Mafuya
Tel No: **041 390 9165/082 781 7567**
Email Address: Nomakhwezi.mafuya@ecdpr.gov.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:
Call: 0800 701 701



T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*. SANS 10845-3 makes 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 provisions of SANS 10845-3 and as contained in **Annexure F of Standard for Uniformity in Construction Procurement (Board Notice 136 Government Gazette No 38960 of 10 July 2015)**, Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is Department of Public Works & Infrastructure
3.2	The tender documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data T2.1 - Check list of returnable documents (checklist) THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data Part C2: Pricing data C2.1 - Notes to Tenderers C2.2 - Specifications of materials and work
3.3	The employer's agent is : Name: John Janse Van Rensburg Department of PUBLIC WORKS & INFRASTRUCTURE Old Ford House Building, Tel: 041 390 9084/ 083 651 2037 Fax: 041 390 2066 E-mail: john.jansevanrensburg@ecdpw.gov.za
3.4	The language for communications is English.
3.5	Cancellation and re-invitation of tenders An organ of state may, prior to the award of the tender, cancel the tender if- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received. (d) Tender validity period has expired. (e) Gross irregularities in the tender process and/or tender documents. Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.
3.6.1	Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
4	Tender's obligations



4.1	Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:
4.1.1	Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to 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, for a CIDB Grade 1SI/1SI PE OR HIGHER class of construction work, 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 in the CIDB Grade 1SI/1SI PE OR HIGHER class of construction work; and 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 a CIDB Grade 1SI/1SI PE OR HIGHER class of construction work or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	Confidentiality and copyright of documents Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. Tender documents will not be made available at the clarification meeting
4.8	Seek clarification <i>Request clarification of the tender documents, if necessary, by notifying the employer at least 3 (Three) working days before the closing time stated in the tender data.</i>
4.9	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable up to 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.
4.10	If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered. If a bidder claims VAT but is not VAT registered, the bidder will be required to register for VAT within 21 days of award.



4.11	Alteration to documents Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.12	Alternative tender offers Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Bidders are also not allowed to submit a bid/ quotation whilst they are in agreements with other bidders in the form of joint ventures or consortiums
4.12.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original b) the parts communicated electronically by the employer or its agents on paper format with the tender.
4.12.2	Sign the original tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.12.4	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: Ground Floor, Old Ford House Building, Physical address: 55 Albany Road, Corner Westbourne and Clevedon Road, Central, Gqeberha 6001 Identification details: SB5-21/22/0046: TERM TENDER FOR COMPREHENSIVE LIFT MAINTENANCE AT THE DISTRICT ROADS ENGINEER (DRE) OFFICES IN MAKHANDA. Closing date: 07 DECEMBER 2021 at 11:00
4.12.5	The tenderer is required to complete with his tender the following registration numbers: 1) CSD number. <i>In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD numbers</i> 2) CIDB Grading or CRS number. <i>In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CIDB Grading or CRS numbers.</i>
4.12.6	Facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.13	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.14.1	The tender offer validity period is 60 days. Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.



4.14.2	Placing of contractors under restrictions / withdrawal of tenders If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on cldb Inform Practice Note #30.. Excerpts of the policy can be availed on request of any interested tenderer.												
4.14.3	Canvassing and obtaining of additional information by tenderers The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.												
5	Employer's undertakings												
5.1	The Employer will respond to requests for clarification received up to Three (3) working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.												
5.2	The employer shall issue addenda until Three (3) working days before tender closing time.												
5.4	Tenders will be opened immediately after the closing time of tenders at 11:00am hours. (PUBLIC OBSERVERS WILL NOT BE PERMITTED DUE TO COVID-19)												
5.6	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.												
5.9	Arithmetical errors, omission and discrepancies Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.												
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule. Table F.1: Formulae for calculating the value of A <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1*</th><th>Option 2*</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P_m / P$</td></tr></table> a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.	Formula	Comparison aimed at achieving	Option 1*	Option 2*	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1*	Option 2*										
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$										
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$										



	If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified tenderer(s) to a reasonable amount. Tenderers are not allowed to increase their tender offers during this process. The department reserves the right not to award the bid to the most favourable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favourable firm is too high; the tenderer has been awarded a considerable number of projects by the department; has performed unsatisfactorily in the past. The department reserves the right to verify any information provided by the tender prior award.
5.11.5	The procedure for the evaluation of responsive tenders is Method 4: Phase One: Administrative requirements: Compliance, responsiveness to the bid rules and conditions Phase Two: Functionality Phase Three: Bidders passing all phases above will thereafter be evaluated on PPPFA for Price and preference (80/20 system) 1. PHASE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES A. Administration information on parts of the document that is omitted in error, but can be found elsewhere in the document, will not be an eliminating factor. An example of this could be VAT number or Business registration number that is repeated elsewhere in the document. These omissions will be deemed to be administrative errors and not deliberate attempts to mislead the Department. B. Bidders who are VAT vendors must include VAT in their prices quoted and must indicate their VAT Registration Number in the bid document. If the successful bidder is not a VAT Vendor, but included VAT in its tender offer, the award would be conditional pending the successful bidder submitting proof of registration as a VAT vendor with SARS, within 21 days of been notified to do so. C. Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration: 1. The bid Document must be completed and submitted in its original format 2. Bids which are late, unsigned or submitted by facsimile or electronically, will not be accepted. 3. Bidder must be registered with CIDB grading of 1SI/1SI PE OR HIGHER in the following class of works (ME) as per the tender notice and requirements. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage). 4. Bidders must be a legal entity or sole proprietor or partnership or joint venture or consortia.



5. Form of offer and Acceptance: ***The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in tenderer's tender submission. If the Form of Offer and Acceptance has no value or figure, the tenderer will be regarded as having made no offer.***
6. SBD 4- Declaration of Interest. (In the event that prospective bidders are directors in other companies, they must ensure that they disclose such information on SBD4 – 2.11 and 2.11.1 failing which the bid will be rejected)
7. SBD 8- Declaration of Bidder's past Supply Chain Management Practices
8. SBD 9- Certificate of Independent Bid Determination.
9. In the event of a consortia/joint ventures, a signed agreement and Certificate of Authority for Joint Ventures must submitted with the bid. In the case of a joint venture state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer (Only if applicable)
10. A Resolution of signatory form must be completed and signed by director/s or a letter bearing a letterhead of the tenderer must be attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted with the bid. Only a duly authorized official can sign the bid. – (Only if applicable).
11. Attendance of compulsory briefing meeting (Only if applicable).
12. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount on the price schedule or Bill of Quantities and Vat vendors must include VAT at 15% on their bid offer.
13. The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract.

VAT COMPLIANCE

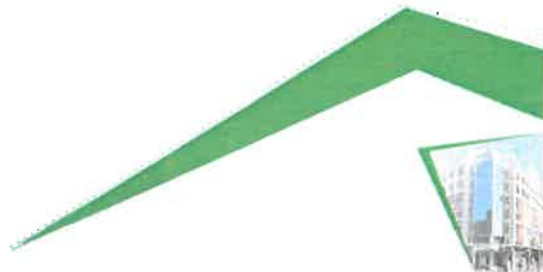
1. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount on the price schedule or Bill of Quantities and Vat vendors must include VAT at 15% on their bid offer.
2. Non-VAT vendors do not have to include VAT in their bid prices.
3. Non-VAT vendors who submit bids for contracts that would, if they are successful, take their annual turnover above the threshold of R1 million, must include VAT in their prices quoted and must therefore within 21 days of a provisional award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.
4. The award of contract would be (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.
5. Failure to comply within 21 days, after being notified to do so will lead to the automatic withdrawal of the letter of the provisional letter of award and elimination of the bidder's offer.
6. In all instances where bidders have excluded VAT from the prices quoted, if the bidder is successful, the letter of contract will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.



7. If a Non-VAT vendor is contracted with the Department Vat Excluded and becomes a VAT vendor after award or alternatively becomes a VAT vendor due to a cumulative number of awards, the contracted bidder will have to absorb the adverse financial implications of not including VAT in their price quoted. VAT cannot be claimed from the Department for any payments already made or from any future payments.

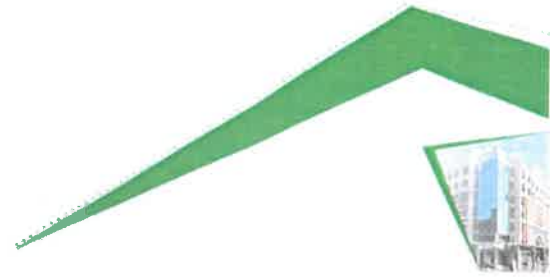
NON-ELIMINATION CONDITIONS:

1. The bidder must be registered on the Central Supplier Database (CSD) prior the award
2. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD. Preferred tenderer/s will be afforded an opportunity to rectify their tax affairs within 7 working days. A tenderer that fails to rectify its tax matters with SARS will be eliminated.
3. Returnable Schedule: SBD 1- Invitation to bid should be completed and signed.
4. Failure to complete section 7: SUB-CONTRACTING as per the SBD 6.1, will automatically results in the non-awarding of points for B-BBEE.
5. A valid original or certified copy of BBBEE certificate from a verification agency accredited by SANAS and recognized as an accredited BBBEE verification agencies (see www.sanas.co.za/directory/bbee_default.php) or from CIPC if preference points are claimed in respect of Broad Based Black Economic Empowerment must be submitted with the bid OR A valid original or certified copy of "Sworn Affidavit in terms of the amended BBBEE Construction Sector Codes (CSC000) must be submitted in order to qualify for preference points for BBBEE. In case of EMEs/QSEs (joint venture) submitting separate Sworn Affidavits, the EME or QSE with the lowest B-BBEE contributor will be used for purposes of calculating points. Bidders are encouraged to either consolidate their B-BBEE point calculations or form joint ventures with partners which have the same level of B-BEE contribution or higher. In case of EMEs/QSEs submitting separate Sworn Affidavits, the EME or QSE with the lowest B-BBEE contributor will be used for purposes of calculating points. Failure to comply with this, will automatically results in the non-awarding of points for B-BBEE.
6. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder.
7. Bidders are requested to submit a copy of a CIPC certificate (CK), if it's a sole proprietor an ID copy must be submitted.
8. The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.
9. Occupational Health and Safety specification will be completed on award of the bid by the successful bidder, but all health and safety requirements as per the OHS specification must still be priced for on the pricing schedule summary.



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PHASE TWO: FUNCTIONALITY For any bid to be evaluated further on the standard points system based on price and BBBEE rating, a minimum score of 80 points must be obtained for functionality. Bidders must submit documented proof to substantiate their points. Failing to do so will render their bid non-responsive. The following functionality table must be completed with points claimed. The allocation and required points are shown in the table.			
ITEM	DESCRIPTION	SCORING CRITERIA	POINTS CLAIMED (MUST BE COMPLETED)
1	24 hours toll free emergency call centre in place (Attach signed affidavit and company profile confirming availability with phone number of call centre)	YES = 25 points NO = 0 points	
2	Number of hours' response time to attend to an emergency call out (Attached signed letter on letter head and company profile indicating how response time will be achieved)	3 hrs or less = 25 points > 3 hrs <= 4 hrs = 15 points >4 hrs = 0 points	
3	In possession of Quality management system as per: SABS ISO 9001 quality management systems the marketing, sales, installation, modernization and maintenance of elevators, escalators, goods hoists and associated equipment, including the training and inspection thereof. (Attach valid certificate OR proof of certification process in progress)	In place = 25 points Certification in progress = 15 points No ISO quality management system in place and no certification in progress = 0 points	
4	All the work shall be done by an accredited competent lift mechanic employed by or contracted to a competent lift service provider as described in the regulations. (Attach valid certificate of designated lift mechanic)	Valid certificate for lift mechanic attached = 25 points No valid certificate attached = 0 points	



	Maximum available points = 100 Minimum points required = 80	TOTAL POINTS CLAIMED									
	Bidder must score a minimum of eighty (80) points in order to be considered further. PHASE THREE: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017 The 80/20 preference point system shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i> and B-BBEE/ PPPFA Regulations of 2017 <table><tr><td>Criteria</td><td>Points</td></tr><tr><td>POINTS ON PRICE</td><td>80</td></tr><tr><td>B-BBEE</td><td>20</td></tr><tr><td>TOTAL</td><td>100</td></tr></table> The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million: (a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included): The financial offer will be scored using the following formula: $A = (1 - \frac{P - P_m}{P_m})$ The value of value of W_1 is: 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.			Criteria	Points	POINTS ON PRICE	80	B-BBEE	20	TOTAL	100
Criteria	Points										
POINTS ON PRICE	80										
B-BBEE	20										
TOTAL	100										
5.17	The number of paper copies of the signed contract to be provided by the employer is 1.										
	Dispute resolution mechanism will be done through the Adjudication route.										
T.2.1	Checklist of returnable documents										



T2.1: CHECKLIST OF RETURNABLE DOCUMENTS

	RETURNABLE DOCUMENTS	TICK		
		YES	NO	N/A
1	SBD1: INVITATION TO BID			
2	SBD 4: DECLARATION OF INTEREST: COMPLETED AND SIGNED			
3	SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 : COMPLETED AND SIGNED			
4	SBD6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS : COMPLETED AND SIGNED			
5	ANNEX C: COMPLETED AND SIGNED			
6	SBD 8: DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES: COMPLETED AND SIGNED			
7	SBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION: COMPLETED AND SIGNED			
8	ANNEX C: COMPLETED AND SIGNED			
9	RESOLUTION OF SIGNATORY: COMPLETED AND SIGNED (If Applicable)			
10	FORM OAF OFFER AND ACCEPTANCE: COMPLETED AND SIGNED			
11	CERTIFICATE OF JOINT VENTURE AUTHORITY: COMPLETED AND SIGNED (If applicable)			
12	ORIGINAL OR CERTIFIED COPY A B-BBEE CERTIFICATE/ ORIGINAL OR CERTIFIED COPY OF A SWORN AFFIDAVIT B-BBEE: COMPLETED AND SIGNED			
13	RECORD OF ADDENDA TO BID DOCUMENTS: COMPLETED AND SIGNED (If Applicable)			
14	EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL			

BIDDER'S SIGNATURE: _____

DATE: _____



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SBD 1

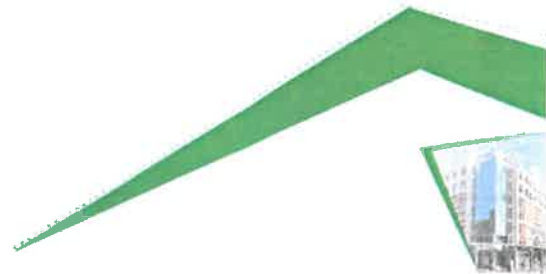
PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE					
BID NUMBER:	SB5-21/22/0046	CLOSING DATE:	07 DECEMBER 2021	CLOSING TIME:	11H00
DESCRIPTION		TERM TENDER FOR COMPREHENSIVE LIFT MAINTENANCE AT THE DISTRICT ROADS ENGINEER (DRE) OFFICES IN MAKHANDA.			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Ground Floor, Department of Public Works, Old Ford House Building, Corner Albany, Westbourne and Clevedon Road, Gqeberha					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. Alex Hitzeroth	CONTACT PERSON	Mr. John Janse Van Rensburg		
TELEPHONE NUMBER	041 390 9067	TELEPHONE NUMBER	041 390 9084		
FACSIMILE NUMBER	041 390 2066	FACSIMILE NUMBER	041 390 2066		
E-MAIL ADDRESS	Alex.hitzeroth@ecdpcw.gov.za	E-MAIL ADDRESS	John.jansevanrensburg@ecdpcw.gov.za		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX	
	☐ Yes ☐ No			☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, COMPLETE THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					



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IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ 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, 2017, 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-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS 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 4

DECLARATION OF INTEREST

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

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

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

2.1 Full Name of tenderer or his or her representative:

2.2 Identity Number:.....

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

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

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means –

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

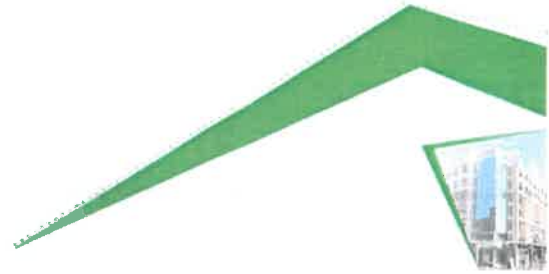
²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the tenderer presently employed by the state?

YES / NO



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2.7.1 If so, furnish the following particulars:

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

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO / N/A

2.7.2.1 If yes, did you attach proof of such authority to the bid document?

YES / NO / N/A

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

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

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

YES / NO

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

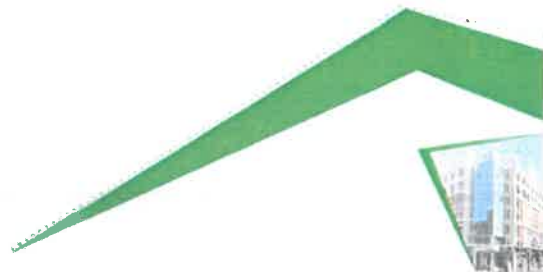
YES / NO

2.9.1 If so, furnish particulars.

.....

.....

.....



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

YES/NO

- 2.10.1 If so, furnish particulars.

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

- 2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

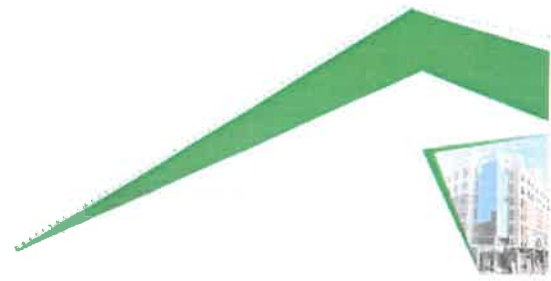
YES/NO

- 2.11.1 If so, furnish particulars:

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

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

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



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4 DECLARATION

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of tenderer



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

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

b) Either the 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

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

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

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;



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

3. POINTS AWARDED FOR PRICE

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

A maximum of 80 or 90 points is allocated for price on the following basis:
80/20 or 90/10

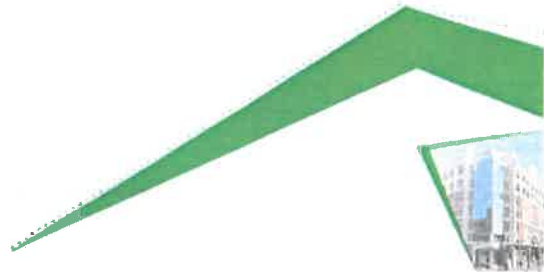
$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

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

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

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



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

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted..... %
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

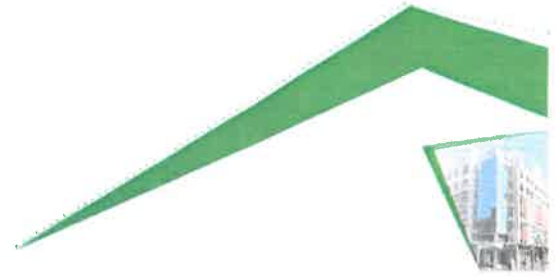
YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
	√	√
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		



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Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

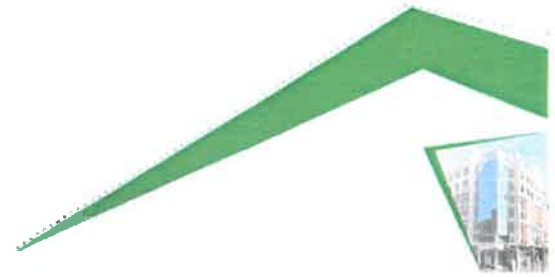
- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;



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- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
- (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF TENDERERS(S)

DATE:

ADDRESS

.....

.....



SBD 8

DECLARATION OF TENDERER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the tenderer or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐



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4.4.1	If so, furnish particulars:
-------	-----------------------------

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE
AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer



CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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



SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

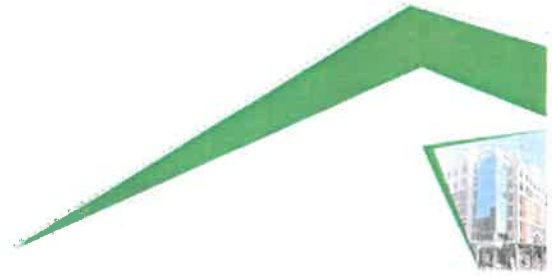
(Name of Institution)

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

I certify, on behalf of _____ that:

(Name of Tenderer)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit the accompanying bid, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying bid has been authorized by the tenderer to determine the terms of, and to sign the bid, on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer.
6. The tenderer has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)



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- (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the tenderer, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Tenderer



**VALID ORIGINAL OR CERTIFIED COPY OF B-BBEE
CERTIFICATE**

(IF APPLICABLE, ATTACH HERE)



SWORN AFFIDAVIT

(IF APPLICABLE, CHOOSE THE CORRECT FORM AND COMPLETE)

NB:CHOOSE ONE i.e EME or QSE!!!!)



SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE (EME) – CONTRACTORS

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:
 - ☐ The Enterprise is _____% **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
 - ☐ The Enterprise is _____% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,



- ☐ The Enterprise is _____% Black Designated Group Owned as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ Based on the Financial Statements/Management Accounts and other information available on the **latest financial year-end** of: **Date:** _____, **Month:** _____ **Year:** _____, the annual Total Revenue was equal to/or less than R10,000,000.00 (ten Million Rands or less),
- ☐ Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned but less than 51% black owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

NB: KEY NOTES FOR EMES (extract from Gazette No. 41287)

- 3.6.2.4.1 An Exempted Micro Enterprise (EME) with a total annual revenue of less than R1.8 million in the case of BEPs and less than R3 million in the case of Contractors are :
 - A) Not subject to the discounting principle and therefore do not have to comply with the QSE Skills Development element, and
 - B) Not required to have an authorised B-BBEE verification certificate, and may present an affidavit or a certificate issued by the Companies and Intellectual Property Commission (CIPC), in respect of their ownership and annual turnover.
- Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017.
Details are available on: www.thedti.gov.za/economic_empowerment/bee_sector_charters.isp
- An electronic copy can also be requested through DPW offices (Supply Chain Offices)
- 4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- 5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.



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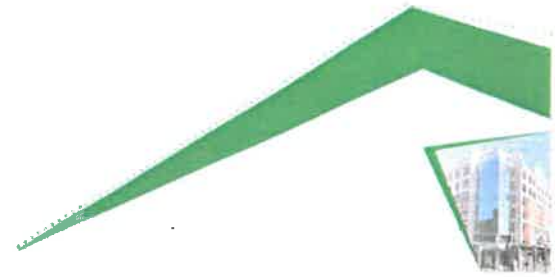


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Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp



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SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE (QSE) – CONTRACTORS

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

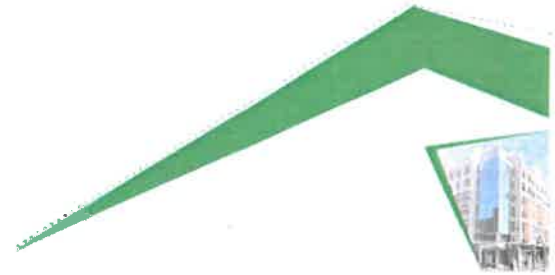
Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date

3. I hereby declare under Oath that:

☐ The Enterprise is _____ % **Black Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,



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- ☐ The Enterprise is _____% **Black Woman Owned** as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ The Enterprise is _____% Black Designated Group Owned as per Amended Code Series CSC000 of the Revised Construction Sector Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- ☐ Based on the Financial Statements/Management Accounts and other information available on the **latest financial year-end of: Date**_____, **Month**_____, **Year**_____, the annual Total Revenue was between 10 million (ten Million Rands) and less than R50,000,000.00 (fifty Million Rands).
- ☐ Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

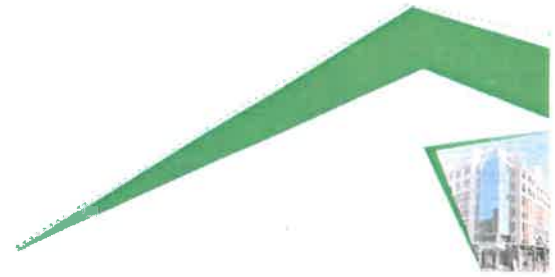
100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned but less than 100% black owned	Level Two (125% B-BBEE procurement recognition level)	

NB: KEY NOTES FOR QSE (extract from Gazette No. 41287)

- 5.6.3 A QSE that is at least 51% Black Owned or 100% Black Owned that does not comply with paragraph 3.6.2.3 above, will be discounted by one level from that level awarded in paragraphs 5.3.1 and 5.3.2 respectively.
 - 5.3.4 Despite paragraphs 5.2, 5.3.1 and 5.3.2, an at least 51% Black Owned QSE's B-BBEE Status Level and corresponding B-BBEE Recognition Level will be enhanced by one level if it achieves full points (excluding the bonus points) for the Skills Development element of the QSE Scorecard (paragraphs 1.1, 1.2 and 1.3 of Statement CSC603) or the Preferential Procurement and Supplier Development element of the QSE Scorecard (paragraphs 1.1, 1.2, 1.3 and 2.1 of CSC604).
 - 5.3.5 For the avoidance of doubt, a Measured Entity that is measured in terms of the full QSE scorecard is not eligible for enhancement in terms of paragraph 5.3.4 above.
 - Contractors and/Built Environment Professionals are encouraged to familiarize themselves with the Construction Sector Codes (CSC000) as issued through Government Gazette No. 41287, Board No. NOTICE 931 OF 2017.
Details are available on: www.thedti.gov.za/economic_empowerment/bee_sector_charters.jsp
 - An electronic copy can also be requested through DPW offices (Supply Chain Offices)
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.



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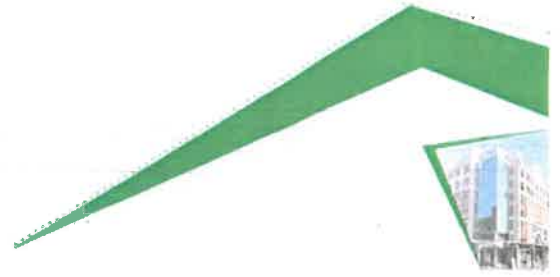


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Deponent Signature: _____

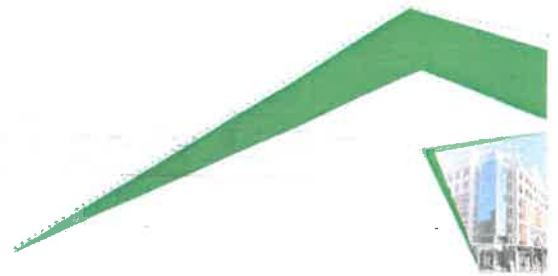
Date: _____

Commissioner of Oaths
Signature & stamp



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VALID CIDB CERTIFICATE OF A TENDERER
(ATTACH HERE)



SB5-21/22/0046

Form of Offer and Acceptance

C1.1 FORM OF OFFER AND ACCEPTANCE

Project title	TERM TENDER FOR COMPREHENSIVE LIFT MAINTENANCE AT THE DISTRICT ROADS ENGINEER (DRE) OFFICES IN MAKHANDA.
Quotation number	SB5-21/22/0046

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

TERM TENDER FOR COMPREHENSIVE LIFT MAINTENANCE AT THE DISTRICT ROADS ENGINEER (DRE) OFFICES IN MAKHANDA. The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable 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 this 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 PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....Rand (in words);

R(in figures) (or other

suitable wording)

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) _____

Tender's Name(s) _____

Authorized Person

(Names) _____

Address of the

Tenderer: _____

Witnesses (Signatures):

1. _____ Date: _____

2. _____ Date: _____



ACCEPTANCE

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 contractor 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 agreement)

Part C2 Pricing data

Part C3 Site information 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 as 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 3 weeks after 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 contractor) 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.¹

Signature
Name
Capacity
for the
Employer
(Name and address of organization)
Name and signature
of witness Date

Schedule of Deviations

1 Subject
Details

2 Subject
Details

3 Subject
Details

¹ As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-



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counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission 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.



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RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	TERM TENDER FOR COMPREHENSIVE LIFT MAINTENANCE AT THE DISTRICT ROADS ENGINEER (DRE) OFFICES IN MAKHANDA..		
QUOTATION NUMBER	SB5-21/22/0046		
I / We confirm that the following communications received from the Department of Public Works & Infrastructure before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer. (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			

Attach additional pages if more space is required.

Signed _____

Date _____

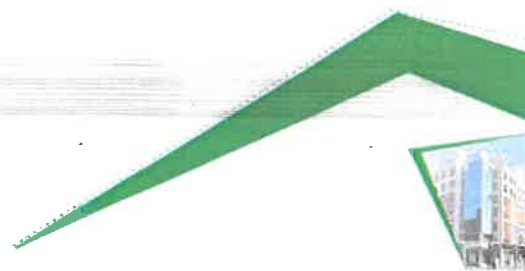
Name _____

Position _____

Tenderer _____



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RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr./Ms. _____, whose signature appears below, has been duly authorized to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

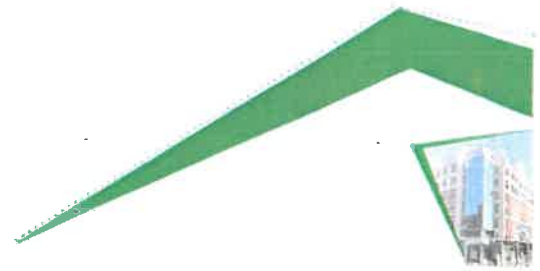
SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	



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DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

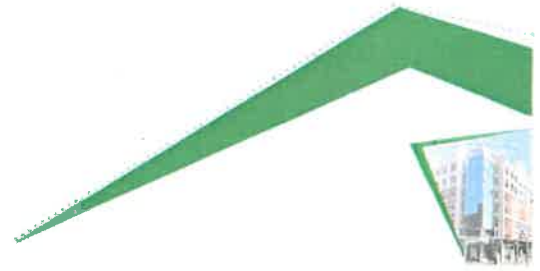
If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):
If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

IMPORTANT NOTICE: RESOLUTION TO SIGN

1. In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
2. In the event that a non- member / non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.
3. In the case of a joint venture or consortium, at least one director/ members of each of the parties need to sign the joint venture or consortium agreement.
4. Furthermore, in the case of a joint venture or consortium at least one director/ member of each party to the joint venture or consortium must give consent to give authorization for signatory to this bid.



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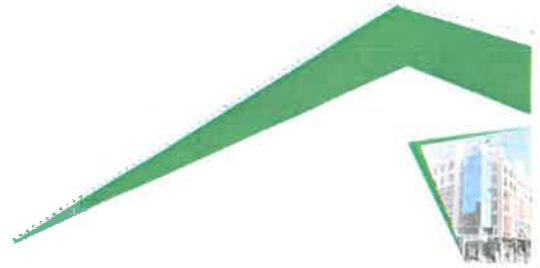
SB5-21/22/0046

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.		
We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms, authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.		
PROJECT TITLE	TERM TENDER FOR COMPREHENSIVE LIFT MAINTENANCE AT THE DISTRICT ROADS ENGINEER (DRE) OFFICES IN MAKHANDA.	
QUOTATION NUMBER	SB5-21/22/0046	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
.....		Signature. Name Designation.....
.....		Signature. Name Designation.....
.....		Signature. Name Designation.....



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EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL

PROJECT NAME	TERM TENDER FOR COMPREHENSIVE LIFT MAINTENANCE AT THE DISTRICT ROADS ENGINEER (DRE) OFFICES IN MAKHANDA.
PROJECT DESCRIPTION (SCOPE)	TERM TENDER FOR COMPREHENSIVE LIFT MAINTENANCE
QUOTATION NUMBER	SB5-21/22/0046
CONTRACTOR NAME:	

1. Building material must be sourced from Eastern Cape based suppliers, manufacturers or accredited agents.
2. On monthly basis, the contractor will report the purchasing of any of this material.
3. The report will then be communicated to PT & OTP on quarterly basis or in whichever intervals, as prescribed by PT & OTP.

A. CONFIRMATION

1. I.....(**Contractor name**) acknowledge and confirm the above mentioned material will be sourced in the Eastern Cape Province, from Eastern Cape based material suppliers and manufacturers.
2. I confirm that on monthly basis I will produce a proof of purchase of this material used or to be used, either in the form of delivery notes, tax invoices or any formal document which verifies that the material or goods were sourced from an Eastern Cape based supplier or manufacturer.

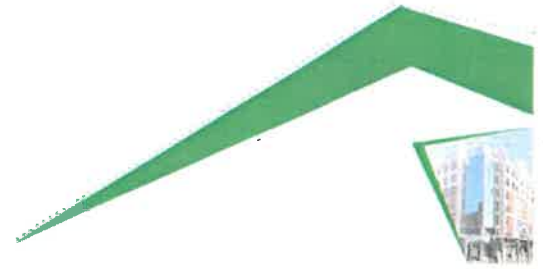
.....
Representative of the Contractor (Name)

.....
Signature

.....
Date



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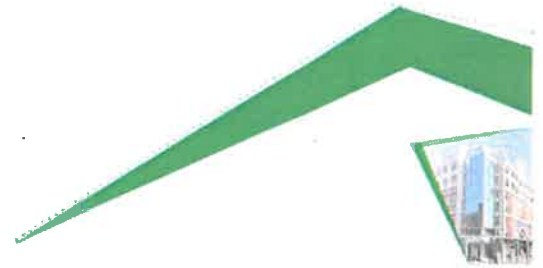


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C1.3 GENERAL CONDITIONS OF CONTRACT



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C1.3. GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the provider's performance
22. Penalties
23. Termination for defaults
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties

GENERAL CONDITIONS OF CONTRACT

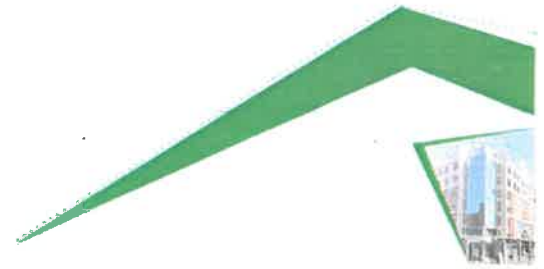
1. Definitions

The following terms shall be interpreted as indicated:

- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.



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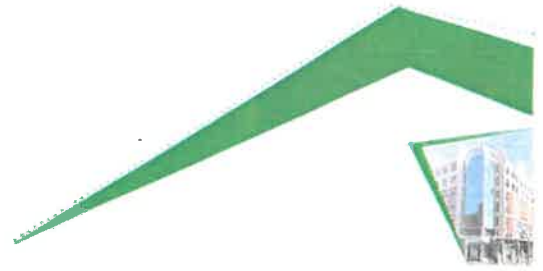


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- 1.3 **“Contract price”** means the price payable to the provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of the value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 **“Day”** means calendar day.
- 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
- 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the provider bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 **“Force majeure”** means an event beyond the control of the provider and not involving the provider’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.
- 1.14 **“GCC”** means the General Conditions of Contract.
- 1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 1.16 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.



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- 1.17 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.21 **“Purchaser”** means the organization purchasing the goods.
- 1.22 **“Republic”** means the Republic of South Africa.
- 1.23 **“SCC”** means the Special Conditions of Contract.
- 1.24 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract.
- 1.25 **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

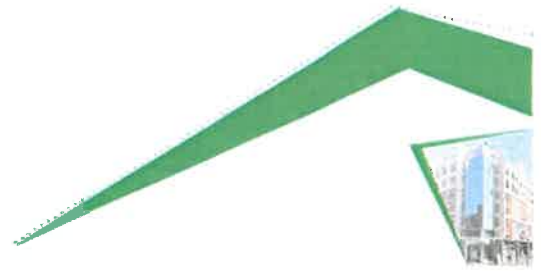
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection



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- 5.1 The provider shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The provider shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the provider's performance under the contract if so required by the purchaser.
- 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- II. 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.

- 6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

7. Performance security

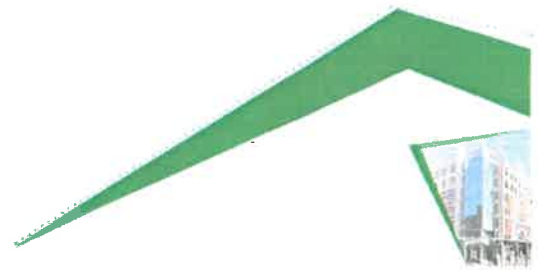
- 7.1 Within **thirty (30) days** of receipt of the notification of contract award, the success tenderer shall furnish to the purchaser the performance security of the amount specified in SCC. **(Not Applicable)**
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the tenderer.



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- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the tenderer or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the provider.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packaging

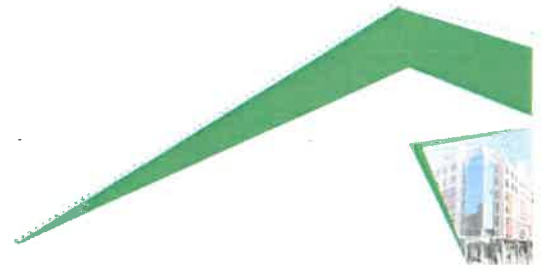
- 9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate, the remoteness of the good's final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packaging, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.



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11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

III.

IV.

V. 13. Incidental services

VI.

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

VII.

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

VIII.

- 13.2 Prices charged by the provider for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the provider for similar services.

IX.

X. 14. Spare parts

- 14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider:

XI.

- 1) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
- 2) in the event of termination of production of the spare parts:
 - a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - b) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

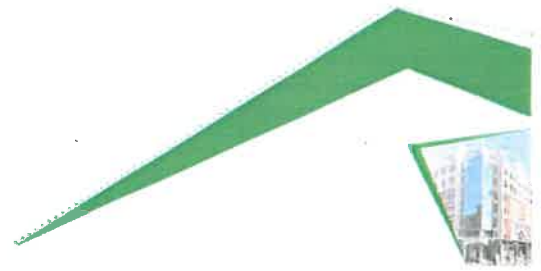
XII.

XIII. 15. Warranty

XIV.



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- 15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

XV.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

XVI.

- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.

XVII.

- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

XVIII.

- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

XIX.

XX. 16. Payment

XXI.

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified

XXII.

- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

XXIII.

- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider.

- 16.4 A once off payment will be made after the submission of a close out report and other relevant information required by Project leader

- 16.5 Payment will be made in Rand unless otherwise stipulated.

XXIV.

XXV. 17. Prices

XXVI.

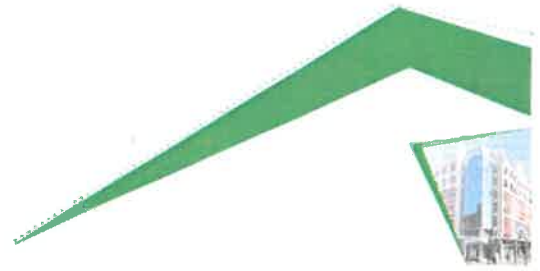
- 17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

XXVII.

XXVIII. 18. Increase/decrease of quantities



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- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

XXIX.

XXX. 19. Contract amendments

- 19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

XXXI.

XXXII. 20. Assignment

- 20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

XXXIII.

XXXIV. 21. Subcontracts

- 21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.

XXXV.

XXXVI. 22. Delays in the provider's performance

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.

XXXVII.

- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

XXXVIII.

- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.

- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

- 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the provider.

23. Penalties



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- 23.1 Subject to GCC Clause 25, if the provider fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, **(please refer to clause 1.12 of the detailed technical specification)**, which is calculated on the delivered price of the delayed good or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
24. **Termination For Default**
- 24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part:
- (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the provider fails to perform any other obligation(s) under the contract; or
 - (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 24.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.
25. **Anti-Dumping And Counter-Vailing Duties And Rights**
- 25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
26. **Force Majeure**
- 26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.



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27. Termination For Insolvency

- 27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser,

28. Settlement Of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 28.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the provider may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation Of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the provider to pay penalties and / or damages to the purchaser; and
 - (b) the aggregate liability of the provider to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

30. Governing Language

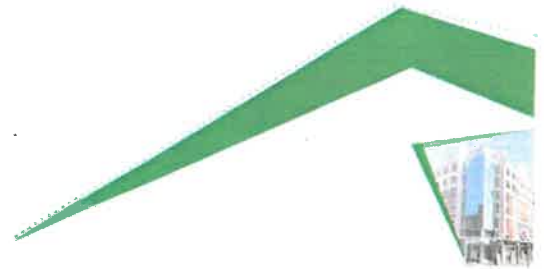
- 30.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

31. Applicable Law

- 31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.



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32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 32.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

33. TAXES AND DUTIES

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any tenderer whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred tenderer are in order.

34. Transfer Of Contracts

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment Of Contracts

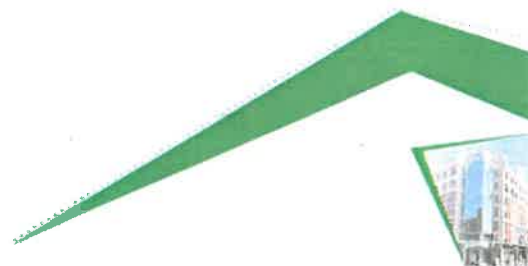
- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

36. Duration

- The contract duration is **Sixty (60) Months**.



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FINAL SUMMARY

Project title	TERM TENDER FOR COMPREHENSIVE LIFT MAINTENANCE AT THE DISTRICT ROADS ENGINEER (DRE) OFFICES IN MAKHANDA.
Quotation number	SB5-21/22/0046

SUMMARY OF SCHEDULE OF QUANTITIES

Section	Description	From Page	Amount
	Total amount for comprehensive lift maintenance as per specification – carried from schedule of prices.		R _____
Sub Total			R _____
15% VAT			R _____
TOTAL (Incl. VAT) (To be carried forward to the Form of Offer & Acceptance)			R _____



TENDER DOCUMENT

PROJECT DESCRIPTION: TERM TENDER FOR COMPREHENSIVE LIFT
MAINTENANCE AT DISTRICT ROADS ENGINEER
(DRE) OFFICES IN MAKHANDA

DOCUMENT NUMBER: SB5-21/22/0046

Revision history:

T1	Issued for comment	J.P. Janse Van Rensburg	19 Aug 2021
Rev. No	Description	By	Date

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FUNCTIONALITY REQUIREMENTS

- i) Passenger lift maintenance is a specialised function with associated high risks. Any poor workmanship or failure to execute the required services and inspections can result in serious injury or loss of life. To minimise the risk to the users and the Provincial Government, the following functionality will be applied.
- ii) For any bid to be evaluated further on the standard points system based on price and BBBEE rating, a minimum score of 80 points must be obtained for functionality. **Bidders must submit documented proof to substantiate their points. Failing to do so will render their bid non-responsive.** The following functionality table must be completed with points claimed. The allocation and required points are shown in the table.

ITEM	DESCRIPTION	SCORING CRITERIA	POINTS CLAIMED (MUST BE COMPLETED)
1	24 hours toll free emergency call centre in place (Attach signed affidavit and company profile confirming availability with phone number of call centre)	YES = 25 points NO = 0 points	
2	Number of hours response time to attend to an emergency call out (Attached signed letter on letter head and company profile indicating how response time will be achieved)	3 hrs or less = 25 points > 3 hrs <= 4 hrs = 15 points >4 hrs = 0 points	
3	In possession of Quality management system as per: SABS ISO 9001 quality management systems the marketing, sales, installation, modernization and maintenance of elevators, escalators, goods hoists and associated equipment, including the training and inspection thereof. (Attach valid certificate OR proof of certification process in progress)	In place = 25 points Certification in progress = 15 points No ISO quality management system in place and no certification in progress = 0 points	
4	All the work shall be done by a competent lift mechanic employed by or contracted to a competent lift service provider as described in the regulations. (Attach valid certificate of designated lift mechanic)	Valid certificate for lift mechanic attached = 25 points No valid certificate attached = 0 points	
Maximum available points = 100 Minimum points required = 80		TOTAL POINTS CLAIMED	

Bidder must score a minimum of eighty (80) points in order to be considered further.

FUNCTIONALITY SCORE SHEET (to be used by evaluation panel)

Term tender for comprehensive lift maintenance at District Roads Engineer (DRE) offices in Grahamstown

BID NUMBER:

Note that functionality points are only used to determine responsiveness and will not be used further in the evaluation. A total score of less than 80 out of 100 points for Functionality will render the tender non responsive.

Functionality (Max=100 points MIN =80 points)

- i.) **24 Hour toll free call centre in place** (Bidder must attach signed affidavit and company profile confirming availability with phone number of call centre)
(Maximum 25 points)
- YES 25 points
 - NO 0 points
- ii.) **Number of hours response time to attend to emergency call out.** (Bidder must attach signed letter on letter head and company profile indicating how response time will be achieved)
(Maximum 25 points)
- 3 Hours or less 25 points
 - >3 ≤ 4 Hours 15 points
 - >4 Hours 0 points
- iii.) **In possession of Quality management system as per: SABS ISO 9001 QUALITY MANAGEMENT SYSTEMS THE MARKETING, SALES, INSTALLATION, MODERNIZATION AND MAINTENANCE OF ELEVATORS, ESCALATORS, GOODS HOISTS AND ASSOCIATED EQUIPMENT, INCLUDING THE TRAINING AND INSPECTION THEREOF.** (Bidder must attach valid certificate OR proof of certification process in progress)
(Maximum 25 points)
- Quality management system In place 25 points
 - Quality management Certification in progress 10 points
 - No quality management system in place 0 points
- iv.) **All the work shall be done by a SANAS accredited competent lift mechanic employed by or contracted to a competent lift service provider as described in the regulations.**
(Maximum 25 points) (Bidder must attach valid SANAS certificate of designated lift mechanic)
- Valid SANAS certificate for lift mechanic attached 25 points
 - No valid SANAS certificate attached 0 points

Functionality Criteria	Bidder Number			
	1	2	3	4
24 Hour toll free call centre in place				
YES: 25 Points				
NO: 0 Points				
Number of hours response time to attend to emergency call out				
3 Hours or less: 25 Points				
>3 ≤ 4 Hours 15 points				
>4 Hours 0 points				
SABS ISO 9001 quality management systems the marketing, sales, installation, modernization and maintenance of elevators, escalators, goods hoists and associated equipment, including the training and the inspections thereof.				
In place: 25 Points				
Certification in progress: 10 Points				
Not in place : 0 Points				
All the work shall be done by a SANAS accredited competent lift mechanic employed by or contracted to a competent lift service provider as described in the regulations.				

Valid certificate for designated lift mechanic attached: 25 points				
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No valid certificate for designated lift mechanic attached: 0 points				
TOTALS:				

Confirmation by panel member:

Name	Category of registration	Registration no	Signature	Date

B DETAILED TECHNICAL SPECIFICATION

1. KNOWLEDGE

1.1 This specification is for the **comprehensive** maintenance, service, repair and emergency rescue operations of the vertical passenger lift at the District Roads Engineer In-house Construction Unit Building in Makhanda. All work shall as a minimum be **executed according to the manufacturer's requirements**, this specification and the latest revisions of the following standards, regulations and specifications:

- i) SANS 10400: The Application of the National Building Regulations
- ii) Occupational Health and Safety Act and all Regulations
- iii) SANS 53015 and EN13015 Maintenance for lifts and escalators
- iv) Lift, Escalator and passenger conveyor regulations 2010 or later, R828
- v) Guidelines for Lift, Escalator and Passenger Conveyor Regulations, 2009 R763 dated 28 Aug 2015 or later.
- v) Department of Public Works specification PW371: Specification of Materials and Methods to be used and is available from National Public Works website.
- vi) SANS 10142: The Wiring of Premises Part 1: Low Voltage Installations
- vii) SANS 121/ISO 1461 and SANS 32/ISO 10240 Hot dip galvanizing
- viii) SANS 14713/ISO 14713 Protection against corrosion of iron and steel in structures.
- ix) All other relevant specifications, standards and documents whether referenced in the above documents or not.

This specification is supplemental to the above and more specific. Any conflicting information must be referred to the engineer for clarification.

1.2 The vertical passenger lift is intended for daily use by employees and members of the public.

- 1.3 The **comprehensive** maintenance shall include all required repairs and replacement of parts and equipment as a result of normal usage. The parts/equipment to be replaced when necessary shall include but not be limited to the following:
- Drives and drive motors, bearings, gears, sheaves, belts, car and shaft lamps, inverter drives and associated equipment, traction, over speed governor and compensation ropes, call buttons, operating buttons and control matrices, indicators, notices, brake shoes, magnets and coils, rollers and guides, counterweight guides and shoes, buffers, all door equipment and drives, printed circuit boards, relays, safety devices etc.
- 1.4 The successful bidder must ensure that the electrical system associated with the lifts are equipped with surge, over- and under voltage protection. Replacement of electrical and electronic equipment as a result of electrical surges shall form part of the comprehensive maintenance contract.
- 1.5 It is important to note that this is a term tender and the non-regulatory quantities and equipment listed in the schedules are not necessarily a guarantee of the volume and value of work to be done. The non-regulatory items will be used for additional work required that may become known during the course of the contract. Work instructions will be issued by the Department of Public works official managing the contract before commencement of un-scheduled work.
- 1.6 It is compulsory that bidders acquaint themselves with the content of all the above and indirectly referenced Standards and specifications. Bidders shall also check all data and satisfy themselves to the nature and extent of the work to be done and make allowance for any items omitted from the specification but obviously required and necessary for the completion of the work and proper functioning of the installation. Such additional allowances must be listed clearly in the schedule of prices that form part of this specification.
- 1.7 No additional costs will be entertained as a result of bidders not taking note of the above referenced documents.
- 1.8 The site is subject to security control and lift maintenance staff must wear clearly marked clothing and be identified as lift maintenance staff. No socializing between lift maintenance staff and employees or members of the public is allowed.
- 1.9 The appointed contractor to service and maintain the lift(s) shall be responsible for the proper and safe functioning of the installation and any claim on the grounds of want of knowledge will not be entertained.
- 1.10 All the work shall be done by a SANAS accredited competent lift mechanic employed by or contracted to a competent lift service provider as described in the regulations. All accreditations must be valid and remain current for the duration of the contract. It is a special condition of bid that a copy of the registration certificate be submitted with the bid.

2. BID DOCUMENT

All documents submitted must be clearly marked **AND ALL PAGES MUST BE RETURNED WITH THE BID.**

3. LEGAL REQUIREMENTS

- 3.1 During the maintenance, inspection and supply, installation and commissioning all work shall be carried out according to the requirements of the Occupational Health and Safety Act and regulations. After completion the site and all systems shall comply with the Occupational Health and Safety Act as well as the national building regulations as per SANS 10400.
- 3.2 All required registration certificates, written local authority approvals, test certificates, copy of log books and certificate of compliance shall be submitted to the Department of Public Works for record keeping and evaluation.
- 3.3 The contractor shall have liability insurance in place to cover the owner, user and themselves against any accidental death or injury caused by failure or malfunction of the vertical passenger and stairway lifts and associated systems forming part of this contract. The value of the liability insurance shall be at least R5M per incident. Proof of insurance must be submitted within 14 working days after receipt of notification that the contract was awarded.

4. WARRANTY

- 4.1 The contractor is to guarantee their workmanship and any new parts installed for a period of 12(twelve) months against any defects (latent or obvious), non-conformance and/or failure from date of installation.

5. SITE

- 5.1 The location of the lift is at the new In-House Construction unit building located on the Roads Department premises in Makhanda.
- 5.2 The facility is in use on a daily basis and is located in Rautenbach Road, Makhanda. As the work associated with this contract will be done while the building is occupied, safety precautions shall be taken to prevent injury or death and the possibility of damaging any part of the building.
- 5.4 The facility is subject to security control. Contractor staff shall not enter the building without the presence of security staff and without the knowledge of the relevant person in charge.
- 5.5 No social interaction between staff, members of the public and contracting staff is allowed.

- 5.6 All the contractors staff shall be clearly identified by wearing properly marked overalls. The contractor's supervisor shall account for all the contracting staff on site.
- 5.7 The work areas shall be enclosed and clearly demarcated with notices and safety barriers by the lift maintenance contractor.
- 5.8 The lift forming the subject of this contract is as follows:
- i) Vertical passenger lift:
Lift number ELE 804: Schindler 52626
9 person Passenger vertical traction lift with rated load of 675kg at 1 m/s and two stops. Approximate travel between stops is 3040mm

6. CONTRACT PERIOD

- 6.1 The lift maintenance contract shall be for a period of 60 months. The contract period shall commence on site handover that will occur when the first works order is issued.

7. MAKING GOOD TO TRADES AND CLEARING SITE

- 7.1 After completion of any service/inspection etc. the installation shall be left in a clean and neat condition. All packaging material, cleaning material, scrap, rubble, crates and items used shall be removed from the site and disposed of in a correct and legal manner.

8. PENALTY FOR DELAY

As the safe operation of the lift is critical to protect life and limb as well as state assets, penalties will be applied according the following:

- i) A R3000.00 penalty for every incident of not completing a mandatory service within one calendar month.
- ii) A R3000.00 penalty for every incident of not attending to the emergency rescue of trapped passenger(s) within a period of 3 hours after receiving a call from the user or DPW.

The above penalties will be deducted from the relevant payment certificates.

9. CONTINGENCY AMOUNT

- 9.1 A contingency amount of R 30 000.00 (Thirty thousand Rand) excluding VAT is shown on the summary page. This contingency amount is not for the use of the contractor but for unforeseen items that may require replacement and/or repair. Any additional costs incurred on request of DPW and/or the lift user must be substantiated on a quotation basis and shall be approved/rejected by DPW. ***No additional work may be done without written approval from DPW.***

10. SUMMARY OF SCOPE OF WORK

- 10.1 This specification is for the effective and **comprehensive maintenance**, general repair, service and inspection of the passenger lift at the new In-House Construction unit building located on the Roads department premises in Makhanda. The general requirements and main actions with ancillary equipment are mentioned below:
- 10.1.1 Comply with all health and safety requirements as per Occupational Health and Safety Act as well as this specification.
- 10.1.2 Provide a health and safety plan for approval complete with all the requirements of the OHS Act and this specification.
- 10.3 Procure the services of an independent lift inspection service provider to prepare and submit comprehensive inspection reports as required by the Lift, Escalator and Passenger Conveyor Regulations.
- 10.4 Prepare detailed risk assessments associated with the use and maintenance of the lift.
- 10.5 Provide public liability insurance to cover the owner, user, Department of Public Works, any other Government Department and the contractor against any accidental death or injury caused by failure or malfunction of the passenger lift and associated systems. The value of the liability insurance shall be at least R5M per incident.
- 10.6 Do **comprehensive** monthly maintenance, inspections and repairs resulting from general wear and tear and as required by the lift manufacturer, relevant regulations, risk assessment and this specification.
- 10.7 Report and submit quotations for major repairs resulting from vandalism and breakages not due to normal wear and tear and of work required as identified in the risk analysis conducted prior to commencement of regular maintenance. DPW must approve any work under this clause prior to commencement.
- 10.8 Record all inspections and work done comprehensively. Complete monthly check sheets in full and file in data book. Include records in log books and submit copies to DPW together with job card(s) and relevant invoice.
- 10.9 Attend to emergency repairs and passenger rescue operations.
- 10.10 Replace the emergency power supply batteries – for the lights and automatic lowering system in the event of a power failure.
- 10.11 Supply and install emergency telephone link to 24 hour call centre for emergency calls complete with pay as you go sim card and air time sufficient for the full duration of the contract.
- 10.12 Provide all test certificates, compliance certificates and regulatory requirements for the systems.
- 10.13 All other items and requirements, whether specifically mentioned or not, for a complete, functional, safe and durable passenger lift complying with all the relevant codes and specifications.

- 10.14 All safety notices, health and safety plan and safety equipment.
- 10.15 Ensure data and log book for lift are stored on site inside an existing lockable cabinet.
- 10.16 One set of data books with all logs clearly showing details of work done, details of parts/components repaired, details of parts/components replaced and inspection reports. Data books to be kept in lockable steel cabinet specified above.

11. MAINTENANCE CHECK LISTS

- 11.1 The check lists shown in appendix A, together with the requirements of the manufacturer and regulations, are the minimum maintenance actions and checks that must be carried out. The check lists must be adjusted to comply with any amended/updated mandatory requirement when required.
- 11.2 The check lists must be completed in full and signed by the authorized lift mechanic/technician as well as the departmental representative.
- 11.3 The signed check lists must be placed in the data book. A copy must be submitted to the Department of Public Works for safe keeping. No payment will be processed without the relevant signed check list.

12. ELECTRICAL WORK AND CONTROL PANELS

- 12.1 In the event that any additional and/or modifications to the electrical system is done, all electrical work must conform to SANS 10142 and a certificate of conformance (COC) must be issued. All cables must be secured to galvanised cable baskets. Wiring shall be done inside conduit.
- 12.2 All conduit, cable baskets and general items must be installed square, vertical and horizontal within the accuracy of a builder's level.
- 12.3 The general requirements in this section are for any additional work required. Additional work will be done on a quotation basis or if the work is done by the appointed lift maintenance contractor, using labour rates in the schedule of prices.
- 12.4 All controllers, circuit breakers, relays etc. shall be mounted inside a standard IP 65 control panel. The panel shall be powder coated in electric orange and shall be complete with lockable isolator, 22 mm LED running indicator lamps, full circuit diagram mounted inside the panel, wire ways with covers, all components clearly marked, all wires terminated with ferule ends and numbered according to the circuit diagram. Marking labels shall be engraved on multilayer material with black lettering and white background. Labels shall be screwed to the panel face with 3 mm ss screws. Screw lengths to be such that tread does not protrude beyond the fixing nut by more than 3 mm. All labels shall be of equal length and height. Lettering shall be at least 6 mm high. Cable and wire markers shall be of standard manufacture and must be approved by the engineer and DPW inspector. Screws and nuts shall be locked with low strength thread locking material.

- 12.5 The control panel shall be fitted with main isolator and circuit breakers for each item of equipment supplied from the panel.
- 12.6 Start/stop buttons, lockable isolator and indicator lights shall also be installed in the same panel. Indicator lamps shall be of the 22 mm diameter LED type.
- 12.7 Full circuit diagrams and panel layouts (internal and external) shall be submitted to DPW engineer for approval before commencing manufacture.
- 12.8 Cable shall be fixed on galvanised cable baskets. All entry and exit points shall be fitted with bushes to prevent wire damage caused by sharp ends. Cable/wire sizes shall conform to the requirements of SANS 10142. All cable and wire loading shall include for all the electrical items plus an additional allowance of at least 20%. All external cables shall be 4 cores PVC insulated armoured cable. Cable cross sectional area shall be determined according to SANS 10142 plus 20%. The cable shall be installed with an external earth conductor with a cross sectional area also determined according to SANS 10142. The cable shall be with copper conductors and the earth conductor from the anti-theft type where tinned steel is inter-dispersed with copper.
- 12.9 Cables entering and leaving buildings and kiosks shall be installed in galvanised steel kick pipes. All cables and piping shall be installed horizontal and vertical within the tolerance of a standard builder's level.
- 12.10 All light fittings shall be energy efficient LED fittings with harmonic filters. Light fittings must be approved by DPW.

13. PAINING

- 13.1 All modified, repaired and/or existing equipment that shows corrosion must be treated and painted. Any building items modified/worked on/damaged during the maintenance contract shall be cleaned and painted.
- 13.2 All preparation and painting shall be done according to the paint manufacturer's procedures for a low VOC paint system.
- 13.3 Painting shall be as per DPW specification using approved painting systems. Complete panels shall be painted and patching will not be accepted.

14. DRAWINGS AND DOCUMENTS

- 14.1. Data and log book for the lift shall be provided. The log book shall contain all the information required by the manufacturer and relevant regulations. Details of all work carried out shall also be documented recording each service and inspection. All pages in the log book shall be properly signed off by the correctly qualified person who performed the work. The data book shall contain all the lift details complete with diagrams and drawings including any amendments/modifications/additions.

- 14.2 In the event that additional wiring or changes to existing wiring and/or modifications/changes to existing components are done, all drawings and diagrams shall be updated and recorded in the lift data book. If no diagrams exist, new diagrams shall be made showing at least the modified/additional wiring/items.
- 14.3 All the drawings shall be inserted in plastic sleeves and a plastic ring binder file complete with general description of the work done, full details of any additional/new equipment added.

15. PROJECT SPECIFIC OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

15.1 LIST OF ABBREVIATIONS

AIA	Approved Inspection Authority
CC	Compensation Commissioner
CR	Construction Regulations
DPW	Department of Roads and Public Works of the Eastern Cape Provincial Government
DMR	Driven Machinery Regulations
DoL	Department of Labour
FEMA	Federated Employers Mutual Association
GAR	General Administration Regulations
GSR	General Safety Regulations
HCSR	Hazardous Chemical Substances Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety
ER	Engineer's Representative
LI	Labour Intensive
OH	Occupational Health
OHSA	Occupational Health and Safety Act No. 85 of 1993 (as amended)
OHSS	Occupational Health and Safety Specification
PSHSS	Project Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
SANS	South African National Standards (Authority)
SDS	Safety Data Sheet
SMME	Small, Micro, Medium Enterprise
SWP	Safe Work Procedure

15.2 PREAMBLE

The Department of Public Works (DPW) is tasked to provide accommodation and operational facilities to National Departments, including the governance of roads and civil structures including state buildings across the Eastern Cape.

The DPW has a responsibility to limit its risk by ensuring a zero tolerance and better practice approach to Contractors and those affiliated to a particular project or maintenance action. Thus a high premium is placed on the health and safety (H&S) of DPW stakeholders, which include its employees, client departments, professional service providers, public and its physical assets. The responsibilities that the Department and relevant stakeholders have toward its employees are captured in, but not limited to this document. Primarily the compliance will be with the Occupational Health and Safety Act (OHSA) No. 85 of 1993, and thus this document amplifies the areas of concern or risk that could negatively affect the contract and all parties concerned. The responsibilities stem from both moral, civil and a variety of legal obligations. The Contractor is to take due cognisance of the aforementioned.

Furthermore, there is no acceptance of liability by the Client, which may result from the Contractor failing to comply with the OHSA Act, i.e. the Contractor remains responsible for achieving the required performance levels.

A Mandatory Agreement in terms of Section 37.2 of the OHSA will be signed between parties prior to any works commencing.

This specification must be read in conjunction with the OHSA and all regulations (as amended) and any other standards relating to work being done, and ensure compliance thereto. The information relative to the scope of the project, the works etc. are detailed in the specification and relevant regulatory requirements. All documents are to be considered when developing the H&S plan and associated documentation. The summary of risks is included in Section 2 of the PSHSS.

The OHSA S.37.2 Mandatory Agreement must be fully completed by the Contractor. These documents shall be deemed to form part of the returnable Contract Documents.

No work may commence without written approval of the H&S plan by the responsible person in the DPW.

Should there be design changes, or change in the scope of works, an amended PSHSS may be issued. Where amended PSHSS's are issued, the Contractor will be required to ensure a resubmission of an amended H&S plan for approval. Further to this, the Contractor must ensure that similar information must be provided as it applies to the works to all their sub-contractors, within 5 working days following notification thereof.

The DPW H&S officer will randomly visit and monitor compliance with all aspects of the OHSA, regulations and this specification.

Non-conformances will be issued and penalties or work stoppage will be issued where appropriate. Communication between the H&S officer and the Contractor will be through correspondence as determined at the commencement of the project.

15.3 REQUIREMENTS TO BE SUBMITTED WITH THE H&S PLAN FOR APPROVAL

Tenderers are required to submit a project specific information regarding H&S with their H&S plan submission.

The Contractor shall ensure adequate information is submitted as supporting documentation with his completed documentation.

A project specific H&S Plan must be submitted for approval prior to commencement of any work. This health and safety plan must, as a minimum include all supporting documentation listed below to verify the H&S system:

- (a) The level of detail required for a H&S plan will depend on the risks involved in the work. The plan must be easily accessible and it must be clearly understood by management, supervisors & workers.
- (b) The plan must be implemented, maintained and kept up to date during the maintenance duration.
- (c) The principal contractor should prepare a H&S plan that includes:
 - project information;
 - client requirements for H&S management on the project;
- (d) The H&S plan should include the following information:
 - details of the client, that is the person commissioning the construction work, for example their name, representative and contact details;
 - details of the principal contractor;
 - details of the maintenance project, for example address of the workplace, anticipated start and end date and a brief description of the type of work that the H&S plan will cover;
 - details on how the risks associated with the maintenance work that will take place on a project will be managed.
 - on workplace security and public safety; and
 - ensuring workers have appropriate licences and training to undertake the maintenance work.
 - a general description of the type of work activities involved in the project and not just a description of the facility to be maintained;
 - the project schedule details, including start and finish dates, showing principal activities.

Furthermore, the H&S plan should include:

- A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Occupational Health and Safety Act and its Regulations;
- A valid Letter of Good Standing;
- Detailed technical method statements on how the maintenance plan will take place
- Appropriate risk assessments and safe work procedures
- An emergency plan indicating how and where emergencies will be handled
- Level 3 first aid training

Further method statements are to be submitted prior to, and during the project where changes or new work is required, and the approval of DPW is required before work on that aspect or activity can commence.

15.4 **GENERAL REQUIREMENTS**

Summary of Risks identified

As this contract is for lift maintenance by a specialised lift maintenance contractor, the summary of risks provided is only a guide to point the contractor towards some possible risks. The contractor is however required to prepare a comprehensive list based on their experience and knowledge of the specialised field of lift maintenance.

ASPECTS OF THE PROJECT	RESIDUAL RISKS IDENTIFIED TO BE MANAGED
Establishment/de-establishment	Ensure all vehicles are roadworthy, safe and equipped with first aid kits and fire extinguishers Ensure all technicians are certified and properly trained in lift maintenance and health and safety aspects working on lifts in public buildings Driver licences are up to date and in place.
Services, temporary electrical supply	Use of temporary and permanent power supply to the equipment, inspecting moving equipment, sheaths, cables, belts etc. Serious injury, electrocution, shock, crushing, working on elevated equipment and in confined spaces
Cleaning and painting	Working in enclosed confined and elevated spaces, dust and volatile gasses
Working at heights	Working and inspecting top of car and drive equipment – risk of falling and being caught/snagged in sheaths, belt drives, counter weights
Communication	Communication between all the role players, public, building occupier during servicing and repairs – open lift shafts, open lift pit, and public being trapped inside car.
General	Working among other contractors and interfacing, exposure to risks created by other contractors and members of the public and staff. Working in occupied buildings Lack of supervision, competencies. Rework may be necessary, requiring the use of grinders, exposure to dust, noise and working in awkward positions for extended periods, risk of fire Working with batteries – risks of short circuiting, explosion, acid spill and fire.

Specified Hazardous Chemical and Biological Substances

The following lists of products or substances are those which have been identified as likely to be used on the project. This list is not inclusive and other products may be considered. Where the PC is likely to supply the product as the product has not been specified, safety data sheets (SDSs) need to be considered prior to all selections.

PRODUCTS/SUBSTANCES/RISKS	POTENTIAL HEALTH OR OTHER RISKS
Paints and galvanized cleaner and primer especially in enclosed spaces	SDSs to be obtained relative to what is decided at the time
Cement/Silica dust and general dust	Caused by cutting, grinding, sanding of any concrete/granite/tiled surface/masonry or general cleaning.
Molds and fungal spores	Working in lift shaft and pit – possible lung, eye and body infection
Battery acid	Danger to equipment, body, face and eyes.

15.5 OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

Structure and Organization of H&S Responsibilities

A project Organogram must be included in the H&S plan, signed and dated, and be kept updated for the duration of the project.

15.5.1 Overall Supervision and Responsibility for OH&S

- The Client to ensure that the Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan.
- The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Contractor or his/her appointed contractor.
- All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the Contractor to become part of the Health & Safety File.

- d) The Construction Supervisor and/ or Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

15.5.2. Required appointments as per the Construction Regulations: -

Item	Regulation	Appointment	Responsible Person
1.	5(1)(k)	Principal contractor	Client
2.	6(1)	Construction supervisor	Contractor
3.	9(1)	Person to carry out risk assessment	Contractor
4.	29 (h)	Fire equipment inspector	Contractor
5.	23(1)	Construction vehicle operator	Contractor
6.	3(1, 2, 3)	First Aider	Contractor

15.5.3 Communication & Participation

- a) The Contractor will be responsible for the dissemination of all relevant OH&S information to the employees, e.g. hazardous/dangerous and conditions/situations etc.
- b) In addition to the above, communication may be directly to the Client, verbally or in writing, as and when the need arises.

15.5.4 Responsibilities towards employees and visitors

- a) The Contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.
- b) The Contractor shall ensure that all employees under his or her control who are performing maintenance work are:
 - informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
 - issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.

- c) The Contractor shall cause a record of training to be kept which indicates the training dates, the names, identity numbers and job description of all those who attended such training and the name, identity number and competence of the person who provided the training.
- d) The Contractor shall not allow or permit any employee to work, unless such person has undergone health and safety induction training pertaining to the hazards prevalent and necessary personal protective equipment is provided.
- e) The Contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements. Such signage shall include but not be limited to:
 - unauthorized entrance prohibited;
 - signage to indicate the public of such operations; and
 - activity related signs specific to the nature of this project.
- f) The contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

15.6 GENERAL RISK MANAGEMENT

15.6.1 Health Risks and Medical Surveillance

The appropriate SDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works. All employees are to be included in the medical surveillance programme.

Ergonomic risks are to be noted, and all employees are to be included in the medical surveillance programme.

All workers are required to be in possession of a valid medical certificate of fitness prior to commencing work. Arrangements for keeping medical records for the required time are to be noted. It is preferable that the contractor has a medical surveillance plan. Full medical records are not to be placed in the H&S file.

Depending on the potential health risks and work to be done, the following aspects are to be included in each medical surveillance intervention:

- Full medical, surgical and occupational history;
- Full physical examination of all systems; and
- Referral if required for the management of identified health issues that may affect the worker.

Specific testing for existing conditions and limitations relative to exposure could include, but are not limited to:

- Audiometry (hearing tests); and
- Colour blindness
- Fear of heights and small spaces
- Any other tests identified as relevant from specifically identified risks of exposure

Failure to do so will be considered a serious offence.

15.6.2 Emergency Procedures

A simple emergency plan and procedure that is appropriate to the risks is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified. The emergency plan is to be adapted according to the overall site H&S requirements and taking into full consideration the nature of this project.

The general principals of emergency management are to be applied as it applies to the hierarchy of control and management.

15.6.3 First Aiders and First Aid Equipment

Each maintenance team shall be trained as a first aider to at least level 3.

Contractors are expected to ensure compliance and provide/manage their own first aiders and equipment. The Contractor may determine further requirements to limit risk.

Appropriately stocked first aid kits are to be available at all times and to assure continual availability and access during travelling and maintenance actions.

15.6.4 Fires and Emergency Management

It is advisable that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified. Labour unrest is to be included in the emergency plan.

First aiders shall be available in each working team, and be able to work as a team when responding to any emergency on the project. Liaison with the building occupier will be required.

Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur.

15.6.5 Incident Management and Compensation Claims

All incidents and accidents are to be investigated. All serious incidents involving any form of disabling injury or fatality are to be reported to the relevant authorities and the Client immediately. This shall be confirmed in writing following the incident. Full details are to be included in each site meeting or when the Client visits site. A summary of incidents is to be included in the monthly report. This includes all minor incidents, and labour unrest.

Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.

15.6.6 Personal Protective Equipment (PPE) and Clothing

The contractor is to provide a procedure as an addendum to indicate how PPE is managed within the Company. The wearing of the identified SANS approved PPE at all times is non-negotiable. The PC shall ensure that all workers are issued with necessary PPE to execute the task safely during the maintenance project.

Adequate quantities of PPE shall be available. This shall include necessary PPE for visitors. The procedures for managing PPE are to be in a formal procedure submitted with the H&S plan for approval.

Any person found doing lift maintenance without the necessary PPE will be removed until the PPE is supplied and worn. Failure to comply will result in penalties being applied.

15.6.7 Occupational Health and Safety Signage

H&S signage is required and must be provided by the Contractor. Signage shall be posted up at fixed or temporary working areas, or other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations or SANS requirements as amended. Temporary and secure barricades must also be provided to prevent members of the public and/or staff fall down lift shafts or be crushed by a lift.

Temporary electrical signage is to be included for the temporary electrical supplies. All rules or signage provided by the contractor is to be adhered to.

Signs shall be posted at areas of work and that persons should take note of H&S requirements.

Failure to comply will result in penalties being applied.

15.6.8 Induction of Employees and Visitors, General H&S Training

A simple, formal induction programme is to be submitted as an addendum for approval with the H&S plan. Inductions must be carried out for all workers and visitors (including Client, Designers) to the area of work.

Regular pre-task training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done. Such training is to be done at least weekly. Records of inductions and pre-task training are to be kept in the H&S file.

Any person found working on lifts without proof of induction will be removed from the work area until the proof is supplied and, a penalty issued per non-compliance. Penalties will be applied for such an offence.

15.6.9 Management of Tools, Vehicles and Equipment

Close control of tools, vehicles and equipment is required, including those of sub-contractors. A permit system is required for high-risk activities. This may also be a requirement of the client.

Daily monitoring of all vehicles and tools are required prior to commencing work. Monthly inspection records are to be kept in the H&S file, Registers are not to be more than 2 months behind.

Any plant or slings used to lift plant or material require annual load testing by an AIA, and all certificates must have the testers LMI/E number. Operators are to be adequately trained and certified to operate lifting equipment. Certificates and registers are to be placed in the H&S file.

Failure to do so will be considered a serious offence.

Work will be stopped and penalties applied to any work in excavations that is not compliant.

15.6.10 General requirements

The contractor shall:

- a) create and maintain as reasonably practicable a safe and healthy work environment,
- b) execute the work in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring.

15.6.11 Housekeeping

Good housekeeping will be maintained at all times as per Construction Regulation No. 25. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

15.6.12 Important Lists and Records to be kept

The following are lists of several records that are to be kept in terms of the Construction Regulations. The lists are:

- i. List of appointments
- ii. List of record keeping responsibilities
- iii. Inspection checklist

a) Contractor Risk Assessment Process

The risk assessment process shall include:

- 1) an evaluation of the method of the work to be conducted
- 2) the method statement on the procedure to be followed in performing the task shall be developed
- 3) the risk assessment will also include activities like:
 - i. Transportation of passengers and goods to and from site
 - ii. Physical and mental capabilities of employees
 - iii. Others as may be specified.
- 4) the hazards as listed in the paragraph – Site Specific Health and Safety Hazards
- 5) a review plan for risk assessments shall provide for:
 - i. the quarterly review of all applicable risk assessments
 - ii. the review of an assessment if there is reason to believe that the previous assessment is no longer valid, or there has been a change in a process, work methods, equipment or procedures and working conditions
 - iii. Risk assessment/s to be reviewed if the outcome of incident investigations and audits etc. requires such action.

A pre - task risk assessment shall be conducted in writing on every task and be facilitated by the team leader. All risk assessments and pre-task risk assessments shall be filed and be available on site.

b) Risk Profile

All contractors shall submit a risk profile of the work to be conducted with their Health and Safety Plan.

c) Risk Based Inspection Program

The inspection programme shall be risk based. The inspection plan shall form part of the Health and Safety Plan.

15.6.13 Lifting equipment

In the event of such equipment being used, the appropriate documentation is required for all forms of lifting devices be used during the maintenance operations. Method statements, risk assessments, safe work procedures and training are to be available prior to work commencing. A procedure for managing loads and lifting must be made available as an addendum to the H&S Plan.

15.6.14 Electrical work and installations

All electrical installations are to be carried out in conformance with the Regulations as amended. Method statements and risk analyses must be compiled for each type of installation. Competencies and CVs, approvals of method statements must be in place.

All temporary electrical supplies require to be properly identified, with appropriate signage. Lockout systems are required where appropriate.

A competent person must be designated to supervise the work. Daily and other appropriate registers are required.

15.6.15 Auditing

Frequency of external auditing by the contractor will at least conform to the requirements of the OHSA and regulations. The documentation audited relative to the activities and H&S plan. The H&S Officer of the contractor must accompany the Client on all audits and inspections. Not all audits will be, or need be announced.

Audit frequency may be increased if Contractor is not performing adequately. Audit results will be acted upon and non-conformances and penalties issued where deemed appropriate. The Client may act or require further outcomes if non-compliances are noted or unsafe acts are noted on site.

Weekly internal audits are to be completed, and include site conditions as well as ensuring H&S files are appropriate, and compliant. Comprehensive audit reports are to be made available, the format of the audit reports are to be acceptable by the in-house H&S representative and contractor.

Failure to address findings or non-conformances will be considered a serious offence.

15.6.16 Discipline, Alcohol and Substance Abuse

All employees (management included) are to follow instructions given in the interest of H&S. Disciplinary action is to be imposed on those who do not follow such instructions or company rules or policies.

No person is allowed to work or access any vehicle and/or lift if under the influence of alcohol or other substances that could impact on their own or others safety. The contractor is to have a drug and alcohol policy available to manage such instances.

These requirements are applicable to any employee of any organization providing services on site. Penalties may also be applied by the Client or contractor.

15.7 HEALTH AND SAFETY FILE

The documentation submitted and approved following the awarding of the contract will be used to form the H&S file. The H&S file is required to be laid out in a logical manner, and documentation filed within the file is to be easily accessible.

The following completed information shall be included (but not be limited to) as part of the index:

- This specification
- The H&S Plan and the approval by contractor and client;
- Appointment by Client;
- Mandatory agreement with Client;
- Detailed list of Contractors with contact details, appointments, Mandatories etc., H&S specifications issued;
- Record of Competencies (CVs) and appointments;
- Training Records;
- Permits;
- Method statements;
- Risk assessments;
- Safe work procedures;
- Emergency and injury management;
- Safety data sheets
- Medical surveillance records;
- Registers; and
- Records of audits, minutes etc.
- Plant lists
- Temporary electrical installations (CoCs)
- Employee records

15.8 NON-CONFORMANCES

Should, at any time, the maintenance process be stopped due to unsafe acts or non-compliance with the H&S Plan; neither the contractor nor any other sub-contractor shall have a claim for extension of time or any other compensation.

The following constitute examples of the types of non-conformances that will attract penalties:

Minor: Penalty: R50/count	Medium: Penalty: R500/count and a non- conformance	Severe Penalty: R1000/count, a non-conformance and/or activity stoppage
Non-use of PPE supplied	Working without approved method statements	Contractors working without Health and Safety Plan approval and/or not displaying safety signs during maintenance operations
Lack of H&S signage at work areas	Working without training or the appropriate, approved H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non-compliance with traffic laws and regulations or physical conditions of vehicles
	No monthly OHS report	Any serious breach of legal requirements
	No certificates of fitness for workers as required	Workers transported in contravention of the OHS plan or legal requirements

Failure to Comply with Provisions

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the PSHSS.

15.9 CLOSE OUT REQUIREMENTS

The H&S files for all Contractors require closure and handover to the DPW at the completion of the maintenance contract. The following list is an example of what should be included, but is not exhaustive. The DPW OHS officer may require further information at the time of completion and the Contractor will ensure that all instructions are met. Documentation would include all records from the start of the project. H&S Inspection records are not required unless they are related to an accident. All records to be in electronic format and submitted to the OHS officer for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the H&S file. Failure to comply could result in lack of certain certification being issued.

Health and Safety close out file requirements include:

- Client H&S Specification
- Contractor's OHS Plan(s)
- Organograms
- Legal Appointments
- Letters of Good Standing for the Project
- Incident Records
- Non- Conformance records
- Audits
- Method Statements
- Risk assessments
- Safe work procedures
- Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended
- All operating manuals for any systems that require on-going maintenance – see section on data books
- Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.) where relevant

Defect and Liability Period

The H&S files are to be kept 'live' for the defect and liability period by the Contractor. Any work required during the defect and liability period will require an assessment of the H&S file by the OH&S officer prior to any work commencing.

15.10 INSPECTIONS, FORMAL ENQUIRES AND INCIDENTS

1. The contractor shall inform the relevant safety representative:
 - i. beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
 - ii. as soon as reasonably practicable of the occurrence of an incident on the site.
2. The contractor shall record all incidents and notify the employer's health and safety representative of any incident, as soon as possible after it has occurred and report such incidence to an inspector of the department of labour and notify the Provincial Director of the Department of Labour of such incident within 7 days on the prescribed form.
3. The contractor shall investigate all incidents and issue the employer's health and safety representative with copies of such investigations.
4. The contractor shall in the event of an incident in which a person dies, or is injured to such an extent that he is likely to die, or suffered the loss of a limb or part of a limb:
 - i. notify the Provincial Director of the Department of Labour of such incident by telephone, facsimile or similar means of communication;
 - ii. ensure that no person disturbs the site at which the incident occurred or remove any article or substance involved in the incident therefrom, without the consent of an inspector, unless an action is necessary to prevent a further incident, to remove the injured or dead, or to rescue persons from danger;
 - iii. and provide the Provincial Director of the Department of Labour with a report which includes the measures that the contractor or his subcontractor intend to implement to ensure a safe site as reasonably practicable.
5. The contractor shall notify the Provincial Director of the Department of Labour of the death of any person which results from injuries sustained in an incident.

15.11 EMERGENCY PROCEDURES

The contractor shall submit for acceptance to the employer's health and safety agent an emergency procedure which include but are not limited to fire, spills, accidents to employees, exposure to hazardous substances, which:

- identifies the key personnel who are to be notified of any emergency;
- sets out details including contact particulars of available emergency services; and
- the actions or steps which are to be taken during an emergency.

The contractor shall within 24 hours of an emergency taking place notify the employer's health and safety representative in writing of the emergency and briefly outline what happened and how it was dealt with.

16. SCHEDULE OF PRICES

This schedule of prices is a summary of the costs associated with the comprehensive maintenance of the lifts as described in this document. The prices quoted must be complete with all new materials, consumables, travelling costs and any sundry items to complete the specified work. The prices reflected may also be used for additions and/or omissions as required and must include all costs including costs associated with the health and safety plan and procedures.

PRICES SHOWN IN SCHEDULE MUST **EXCLUDE VAT FOR VAT VENDORS** BUT MUST **INCLUDE VAT FOR NON-VAT VENDORS**.

ITEM NO.	DESCRIPTION	UNIT	UNITS REQ.	PRICE/ UNIT	TOTAL PRICE
16.1	Prepare and get approval of health and safety plan and conform to all the requirements of the health and safety plan and specification of health and safety plan.	Lot	one		
16.2	Procure the services of an authorised and independent lift inspector to do the mandatory lift inspection on the vertical lift and submit the comprehensive and mandatory report	each	one		
16.3	Prepare and submit a detailed risk assessment associated with ownership, use, operating and maintenance of the vertical passenger lift	Each	one		
16.4	Provide public liability insurance as specified for the full period of the contract for the vertical lift and associated maintenance work	Lot	one		
16.5	Do comprehensive monthly maintenance and complete all associated documentation for the vertical passenger lift	each	60		

16.6	Perform emergency passenger rescue operations associated with the vertical passenger lift. This price must include all costs including travelling time and expenses.	each	5		
16.7	Replace the emergency/UPS batteries for the vertical passenger lift	set	3		
16.8	Supply and install emergency telephone link to 24 hour call centre for emergency calls complete with pay as you go sim card and air time sufficient for the full duration of the contract.	Each	one		
16.9	All data books, service and inspection records and regulatory documents for vertical lift	Set	one		
16.10	Supply and fit new landing control buttons in the event of damage not part of normal use. This price is for the button and activator only. Architrave/button set priced separately	Each	2		
16.11	Supply and fit new landing button set complete with button architrave in the event of damage not part of normal use	Each	2		
16.12	Supply and fit new car control buttons in the event of damage not part of normal use. This price is for the button and activator only. Architrave/button set priced separately	Each	2		
16.13	Supply and fit new car button set complete with button architrave in the event of damage not part of normal use	Each	2		

16.14	Labour rate for technician/mechanic and assistant while travelling to and from site to execute any additional work not specifically mentioned in this specification and schedule of prices	hours	25		
16.15	Labour rate for technician/mechanic to do additional work not included in this schedule of prices and when requested by DPW				
	Normal time	hour	25		
	Overtime(require approval)	hour	10		
	Sundays and public holidays	hour	10		
16.16	All other items and requirements, whether specifically mentioned or not, for functional and safe vertical lift.	Lot	one		
16.17	Contingency Amount				R 30 000.00
16.18	SUB-TOTAL: ITEMS 16.1 - 16.17 Note: All items will be subject to 6 % escalation on the anniversary of the contract BUDGETARY ALLOWANCE FOR ESCALATION (Fifty Thousand Rand)				R 50 000.00
TOTAL AMOUNT OF ITEMS 16.1 TO 16.17 ABOVE EXCLUDING VAT FOR VAT VENDORS BUT INCLUDING VAT FOR NON-VAT VENDORS					R

CARRY THIS TOTAL AMOUNT TO SUMMARY PAGE

17. SUMMARY PAGE

	DESCRIPTION	AMOUNT
17.1	Total amount for comprehensive lift maintenance as per specification - carried from schedule of prices	R
17.2	VAT VENDORS SHOW 15% VAT NON VAT VENDORS DO NOT SHOW VAT HERE. SUB-TOTAL 17.3 IS DEEMED TO INCLUDE VAT FOR NON-VAT VENDORS	R
17.3	TOTAL (Incl. VAT)(17.1 + 17.2)	R

THIS TOTAL MUST BE CARRIED TO THE FORM OF OFFER

APPENDIX A

VERTICAL LIFT MONTHLY CHECK LIST

APPENDIX B

Certificate of commissioning acceptance test for electric lifts Annex A1 as per SANS 1545 (edition 3.5)

APPENDIX C

Comprehensive report for electrical lifts: Annex B as per SANS 1545
(edition 3.5)

DEPARTMENT OF PUBLIC WORKS

(Hereinafter referred to as Department of Public Works)

SPECIFICATION FOR LIFT MAINTENANCE AT GRAHAMSTOWN DRE Rev 02 updated Page 37 of 41

AND

.....
(Name of contractor/supplier/Agent/)

I,[(name)representing
..... [Insert name of contractor/supplier], do
hereby acknowledge that [insert name of
contractor/supplier] is an employer in his/her own right, with duties as prescribed in the Occupational
Health and Safety Act No. 85 of 1993 ("the Act"), as amended, and agree to ensure that all work will be
performed and/or machinery or plant used in accordance with the provisions of the Act.

I undertake that [insert name of contractor/supplier] shall
strictly adhere to, and ensure that his/her employees adhere to, the provisions of the Occupational Health
and Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for project/service[insert brief
details of project/service, for example, name, contract/project number]and will
comply with the requirements set out in these.

I accept and agree that the SHE specifications constitute arrangements and procedures between
..... [Insert name of contractor/supplier/Agent Safety
Manager/Safety Officer] and Department of Public Works, which will ensure compliance by
..... [Insert name of contractor/supplier] with the provisions of
the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation, modification, or
waiver of any of the provisions of this agreement or consent to any departure from these shall, in any
manner, be of any force or effect, unless confirmed in writing and signed by both parties, and such
variation, modification, waiver, or consent shall be effective only in the specific instance and for the specific
purpose and to the extent for which it was made or given.

SPECIFICATION FOR LIFT MAINTENANCE AT GRAHAMSTOWN DRE Rev 02 updated Page 38 of 41

This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the requisite authority to do so.

Signed this day of 20 at

..... (Place)

(Full name)..... (Signature)on

behalf of (Supplier/contractor/Agent)

Contractor Responsible Manager *(responsible for signing the Department of Public Works' contract on behalf of the contractor)*

Witnesses

1.
2.

Signed this day of20.....

at (Place)

(Full name..... (Signature).....on

Behalf of Department of Public Works.
(Contracts and/or Project Manager or Department of Public Works representative)

Witnesses

- 1.
- 2.



PROJECT: _____
(full name AND site address of project)

(and full or proper description of project)

SCMU NO: _____

SUPERVISION BY THE DEPARTMENT OF PUBLIC WORKS:

Mr /Ms/Me - **CHIEF WORKS INSPECTOR (Mechanical)**
(add full details of the Chief Works Inspector)

.....
.....

SUPERVISION BY THE CONTRACTOR:

CONTRACTOR: (full particulars of lift contractor)

Mr /Ms/Me - **MANAGING DIRECTOR**
(add full details of the head of the project)

.....
.....