



# CONSTITUTIONHILL

## REQUEST FOR QUOTATIONS

THE CONSTITUTION HILL DEVELOPMENT COMPANY HEREBY INVITES SERVICE PROVIDERS TO PROVIDE REPAIR AND MAINTANANCE OF PASSANGER LIFTS FOR A PERIOD OF TWELVE (12) MONTHS.

**SITE BRIEFING DATE** 14 FEBRUARY 2024  
**TIME** 11:00AM  
**CONTACT PERSON** CONSTITUTION HILL DEVELOPMENT COMPANY  
11 KOTZE STREET  
BRAAMFONTEIN JOHANNESBURG  
THE OLD FORT BUILDING  
SUPPLY CHAIN MANAGEMENT CONHILL  
011 381 3106/ [scm@conhill.org.za](mailto:scm@conhill.org.za)

**CLOSING DATE** 21 FEBRUARY 2024  
**TIME** 11:00AM

**SUBMISION OF DOCUMENTS: ELECTRONICALLY TO [SCM@CONHILL.ORG.ZA](mailto:SCM@CONHILL.ORG.ZA)**

### MINIMUM DOCUMENTS REQUIRED

If any of the following bid forms are not completed, or not signed, or not handed in with your bid proposal, or not accompanied by supporting documents (as part of the bidder's response to the bid specification) before or by the closing date and time, your proposal will not be accepted and disqualified.

Minimum Documents required for this BID	Instructions for Bidder's Attention
Central Supplier Database (CSD) Summary Report	Proof of CSD registration
SBD 1 (Invitation to Bid – and Bid Price Statement)	Make sure it is completed & signed
Tax Status Compliance Pin	Tax Status must be active on CSD &/or e-filing (status will be validated again during evaluation stage)
SBD 4 (Declaration of Interest)	Make sure it is completed and signed
SBD 6.1 (Preferential points claims PPR 2022)	Make sure it is completed and signed
BBBEE	Submit valid certificate/sworn affidavit
CIDB	2SI or Higher

**THE RFQ WILL BE EVALUATED ON PRICE AND SPECIAL GOALS**

**Price and specific goals**

The 80/20 preference point systems will be used,

- 80 points = Price
- 20 points = Specific goals

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
The tenderer must have a B-BBEE status contributor level 1	20	
The tenderer must have a B-BBEE status contributor level 2	15	
The tenderer must have a B-BBEE status contributor level 3	10	
The tenderer must have a B-BBEE status contributor level 4	5	

**NB:** To claim preferential procurement points for B-BBEE status level contributor of Level 1, 2, 3 or 4, the tenderer must submit a valid sworn affidavit (as issued by DTI/or CIPC), must be an original or certified copy or a certified copy of SANAS accredited verification certificate.

**Failure not to submit the B-BBEE certificate will result in preferential points not being awarded.**

## 1.1 Taking over of Existing Lifts

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

Upon taking over the maintenance of the lifts, the Contractor shall carry out a thorough examination for each lift and submit an examination report by an approved inspection authority for every lift to the Employer's Representatives within two (2) weeks from the date of commencement of Contract. The Contractor shall check the running conditions of the lifts and shall immediately inform the Employer of any defect found. Apart from the above defective components or equipment claimed by the Contractor, it is deemed that all lifts available to him are in good working order and the Contractor shall be required to accept full responsibility of maintaining the lifts.

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

### 1.1. Handover of Lifts prior to Termination of Expiry of Contract

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

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

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

### 1.2. Stock of Spare Parts, Replacement and Use of Alternative Make

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

- a) All the parts shall be provided to site within 24 hours for replacement/rectification works excluding lift motors. Otherwise, the Contractor shall maintain the sufficient spare parts including software of EMS (Elevator Management System) and lift machine on stock which could not be provided within 24 hours.
- b) The Contractor shall keep adequate stocks of essential spare parts, equipment and other components which are necessary to maintain the safe and satisfactory working condition and operation order of the lift at all times. The essential spare parts shall include but not limit to major items such as travelling cable, group controller cards, compensating chain, driving chain, step chain, handrail, etc. Replacement of equipment, parts and components shall be made in accordance with manufacturer's spare part list. The Contractor shall be required to provide details, with supporting document, of the stock level of their spare parts to provide capability to meet the requirements of the Specification.
- c) A permanent replacement of the genuine equipment, parts and/or components with alternative products shall **not** be implemented without good reasons, subject to the manufacturer's warranty that the safe and satisfactory working condition and operation order of the installation will not be affected due to the use of alternative make. The approval of employer shall be obtained prior to the replacement.
- d) Subject to Employer's approval on each case, alternative and compatible equipment, parts and/or components are allowed to be used as contingent measure to temporarily re-instate the function and operation of the lift during on-call maintenance and emergency repair services, and subject to the Contractor's undertaking for their subsequent replacement by genuine products as quoted in the manufacturer's spare part list on or before a specified date to be agreed by

the Employer. Unless otherwise specified in the Particular Specification, the temporary and subsequent replacement works including provision of equipment, parts, components, all necessary tools and materials shall be provided under the Contract at no extra cost.

- e) Any replacement of equipment, parts and/or components due to non-availability of spare parts and/or obsolescence shall be substantiated by the manufacturer of the product.
- f) Expected risks shall be limited to damage caused to the lift by flooding, fire, etc., beyond the control of the Contractor and as agreed by the Employer.

### 1.3. Logbook

The logbook shall be provided by the Contractor and kept at management offices of management agent or Employer's representative, or appropriate places on site as agreed by the Employer. Every attendance and detail of work done to each lift shall be entered into the logbook by the Contractor so as to form a maintenance record, and/or to certify the Contractor's attendance visits as required by this Contract. The logbook entries will be taken as record for the services provided by the Contractor in accordance with the requirements stipulated in the requirements of the SABS1545-1; SABS1545-2; SABS1545-5; SABS1545-10; SABS1543; "Specifications for Lifts, Escalators and Passenger Conveyors" and shall comply with the Occupational Health and Safety Act 85 of 1993 and current regulations of all other codes applicable to this work. The Employer's Representative will check the entries randomly to ascertain the work described in the Contract properly executed. If the lift is found not attended for a period of time, the monthly payment will be adjusted according to the formula given in Clause 7.2 of this Particular Specification.

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

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

#### 1.4. Shut down of Lifts.

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

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

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

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

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

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

#### 1.5. Access Control

The Contractor shall ensure that the lifts included in this Contract are properly and adequately executed in good working order, safe operation condition and for their efficient performance. Before leaving the site and on completion of execution of work each time, the Contractor shall be report to the Facilities Management department for the signing off of each job card. In the event of an emergency, after-hours or weekend work, all job cards shall be signed off by the Security Control Room as would be directed to the Contractor during such incidences.

## 1.6. Information to be submitted to the Employer.

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

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

## 1.7. Remedy on Contractor's Failure to Perform

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

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

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

## 1. Hours of Work

All normal work under this Agreement will be performed during regular hours of regular working days of the elevator trade: Monday through Friday 8:00 a.m. to 5:00 p.m. ("Regular Hours"). Contractor agrees to designate an elevator mechanic to perform on-site preventive maintenance procedures for elevators exclusive of emergency callback service, emergency repairs, scheduled repairs or safety tests which should be assigned to separate repair personnel.

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

### 1.1. Extent of Works

#### 1.1.1. General Requirements

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

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

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

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

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

## 2. On-call Maintenance and Emergency Repair Services

### 2.1. *Contractor's Emergency Call Centre*

The Contractor shall operate a Contractor's Emergency Call Centre (CECC). The CECC should be operated 24hrs a day throughout the whole year even in adverse weather conditions. The CECC shall be equipped with adequate tele-communications equipment, manned by sufficient number of technical and administrative staff as agreed by the Employer to meet the following performance requirements: -

- a. To confirm within 15 minutes the appointment date and time for execution of fault/emergency call requests received from the Employer or his representatives.
- b. To monitor the progress of the fault/emergency call attendance and to report to the Employer or his representatives on any unattended appointment (including missed appointment and inaccessibility to the premises) and the subsequent remedial measure no later than 30 minutes of the originally scheduled appointment time.
- c. To report the completion of fault/emergency call attendance within one (1) day.
- d. To feedback and resolve on any complaint received on the fault/emergency call within 30 minutes of notification from the Employer or his representatives.
- e. The Contractor shall also supply and install permanent labels made of plastic material or stainless steel indicating the Contractor's name and emergency telephone numbers for each lift or a group of lift in the main landing within one month after commencement of contract or immediately upon any changes.

### 2.1.2. Fault Call Service

- a. A 24-hour, 7 day per week, 365 (366 when leap years occur) days per year call-out and repair service is to be in force throughout the duration of the Contract.
- b. All calls to the Contractor's emergency services are to be responded to promptly and the Contractor is to be on site and report to the Employer's Representative following the fault call procedures.
- c. An emergency service is to be manned and available 24 hours a day, 7 days a week, 365 days per year (366 when a leap year occurs) throughout the year including Sundays and Public Holidays.
- d. Response Time

The Contractor shall respond to the Company's call for service and arrive the site:

- within 30 minutes in case of lift trap; and
  - within 60 minutes in case of non-lift trap.
- e. Where a fault call is notified to the Contractor after 23:30 hour and no "trapping of personnel or dangerous condition" is involved by agreement and at the absolute discretion of the Employer's Representative attendance may be deferred until work commences at 08:00 hour the next day, at which time it must be promptly attended to.
  - f. After receiving instructions from the Employer or his representative, either verbal or written, all faulty systems should be restored to its normal condition within one (1) day or as the date agreed by the Employer.
  - g. Should the Contractor fail to respond promptly within the specified period, the Contractor shall immediately contact the Employer or his representative and provide sufficient justification for his incapability to comply with the requirement of response.
  - h. For any serious lift or escalator incident including the death or injury of a person, the Contractor shall immediately contact the Employer or his representative.
  - i. If a failure occurs in the emergency devices of the lift, i.e., alarm, intercom system, emergency lighting system and ventilation fan of the lift car, the Contractor should take immediate action to repair. The Contractor shall send staff to step up monitoring the operation of the lift if immediate repair of the emergency devices cannot be arranged. The Contractor shall send staff to attend to the failure of the emergency devices within one (1) hour upon being notified. If the affected emergency devices cannot be reinstated within 24 hours, the Contractor should notify the Facilities Manager, and in parallel make copies to the Employer and any other party as directed by the Employer for record.
  - j. If the lift is beyond emergency repair, the contractor is required to make safe the lift and install a suitable notice indicating "Out of Service" at a prominent position and inform the Employer and any other party as directed by the Employer.
  - k. If the Contractor cannot complete the rectification works within the specified period, the Contractor shall submit a written report, explaining the non-compliance, to the Employer within one calendar day after such non-compliance is found.



### 2.1.3. *Emergency Service Team(s)*

The Contractor shall maintain Emergency Service Team(s) consisting of technically qualified, skilled and experienced technicians for prompt attendance of fault calls and to provide the On-call Maintenance and Emergency Repair Services (hereafter referred to as emergency services) at any time specified in Clause 4.2.2(c).

**Should any passenger be injured as reported**, the Registered Lift Engineer shall arrive at the site of incident within two (2) hours to conduct detail investigation of the incident and thoroughly examination of the lift.

The emergency services shall include overtime works, all mechanical, electrical, and electronic works, and inspection, testing, adjustment, commissioning and cleaning which are found necessary to reinstate the safe and satisfactory working condition and operation order of the lift as soon as possible and within 24 hours. The Contractor shall be required to substantiate the time required for repairing work should it be considered by the Employer to be unreasonably long.

During repair, and before resumption of services, notices indicating "Out of Service" shall be displayed prominently at all landings including that at the main entrance for the defective lift. For outdoor escalators, which are out of service but without any site work being carried out, the display of "Out of Service" shall be replaced by a notice posted at a convenient location adjacent to the upper and lower landings indicating apology from the Contractor and with the anticipated date of resuming escalator service indicated, while the use of the escalators as an alternative stair by the public shall be maintained as long as it is safe and practicable.

- 2.1.4. The Schedule of Rates shall have been fully inclusive to cover costs of providing the on-call and emergency service comprising transport, labor and materials, including cleaning materials, tools, inspection, measuring and testing equipment, and equipment, parts and/or components for the replacement of aged, deteriorated and/or defective items as and when necessary during the emergency services and they will not be separately paid.
- 2.1.5. The Contractor shall submit to the Employer a detailed inspection, service and repair report within 48 hours of receipt of each fault call. The report shall at least include the following information: -
- a. Date/time of receipt of fault call.
  - b. Date/time of arrival of Emergency Service Team to the site of incident.
  - c. Date/time of reinstatement of safe and satisfactory working conditions and operation order of the Lift/escalator.
  - d. Causes of fault/alarm.
  - e. List/details of emergency service being carried out including repairs and/or replacement works.
  - f. Follow-up action if required, due to off-site repair works.
  - g. Tentative time schedules for completion of off-site repair works and all other necessary works.
  - h. Photo records
  - i. Description of the fault.
  - j. Fault symptoms
  - k. Remedial action taken.

- l. Preventive measure
- m. Location

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

2.1.6. For monitoring the performance on attending fault calls, the Contractor shall submit to the Employer a monthly report by electronic means together with a signed hard copy as shown on the Appendix 2 hereof on fault calls in the first week of each following month. The computer format of the monthly report shall be submitted to the Employer for approval and monthly report shall include the following information:

- 
- a. No. of fault calls received for each lift of each location.
- b. No. of fault calls in (a) attended within 30 minutes as specified in Clause 4.2.2(d) of the Particular Specification.
- c. No. of fault calls in (a) attended within one hour as specified in Clause 4.2.2(d) of the Particular Specification.
- d. No. of fault in (a) rectified within 24 hours as specified in Clause 4.2.2(f) of the Particular Specification.
- e. No. of faults in (a) rectified within 1, 3, 7, 14 or over 14 working days.
- f. Number of breakdowns and downtime in the month.
- g. Number of fault calls that the Contractor fails to respond to on time.
- h. Mean time to respond to a call.
- i. Other details as and when required by the Employer or his representatives.

## 2.2. Performance Target on Maintenance Services

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

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

The performance target shall monitor the availability of lift service to the critical premises. The "Service Availability" shall be evaluated as follows: -

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

Where

- *Total downtime – Total down times (min.) i.e, Total loss of operating hours of each lift counted for all lift failure, "System Withheld", from all lifts on the premise during the concerned period*

- *Total operating time – Total operating time (minutes) counted for the sum of total normal operation of all lifts on the premises during the concerned period, in one-month time.*
  - b. Response Time to Fault Calls: -
    - i. Service response time duration (in minutes) from the fault call received (Employer or his representative whichever is earlier) to arrival on site of incident.
    - ii. Total number of system faults for each call.
  - c. Fault Call Rectification
    - i. Fault rectification time on each system fault.
    - ii. Total time taken for the repair right from fault call received until fault rectified for each system breakdown (urgent or non-urgent fault repair).
    - iii. Details of contingent measures taken, or alternatives made, if applicable.
- 2.2.3. The monthly system “Service Availability” shall be maintained and should not be lower than 99%.
- 2.2.4. The Contractor shall deliver full maintenance and repair services in accordance with the performance targets of lifts as specified in **Annexure 1** to this Particular Specification.

### 2.3. Regular Inspection and Servicing

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

#### 2.3.2. Scope of Inspection and Servicing

The Contractor shall dispatch competent and specially trained technicians to each lift regularly according to the Maintenance Schedules specified in **Annexure 2** in terms of frequency and scope of work, to keep the lifts/escalators in a clean, smooth, quiet and safe operating condition. The Contractor shall also check and clean the drain holes in the lift and escalator pits at the immediate point of exit from the said pits to ensure the drain provided is free from blockage due to any kind. The Contractor shall also clear all the debris and wastewater in the pit during their inspection.

The Contractor shall report to the Employer for emergency repair any flooding that happened in the pit during their maintenance work and attend the repair to be carried out by others. The Contractor shall report any defects with the building fabric, cladding or the lighting/power socket, ventilation/air-conditioning in machine room, etc. and report to the Employer for any necessary repair by others which is to be attended by the Contractor. The Contractor shall provide attendance to such repair work by others at no extra cost if such works are to be carried out during regular maintenance visits. However, if such work is required to be carried out outside regular maintenance visits, or during regular maintenance visits but has extra standby time incurred, the Contractor could be paid separately when agreed by the Employer.

The Contractor shall be responsible for carrying out all the repair and replacement work of the lift ventilation fans, condensate drain pump and, and lighting/power socket inside the lift pit, lighting in the lift shaft and any sump pumping system in the lift pit at no extra cost to the Employer.

#### 2.3.3. Monthly Service Report and Quarterly Inspection Report

The Contractor shall submit to the Employer Monthly Service Report on the routine maintenance services delivered to each lift in the calendar month and Quarterly Inspection Report on the conditions of each lift. Each Quarterly Inspection Report shall: -

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

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

#### 2.4. Planned Examination Testing and Maintenance

##### 2.4.2. General

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

- a. Requirements of the SABS1545-1; SABS1545-2; SABS1545-5; SABS1545-10; SABS1543; "Specifications for Lifts, Escalators and Passenger Conveyors" Lifts and Escalators Ordinance, Cap. 618.
- b. Any other regulation or by-law of any local or other duly constituted authority, which may be applicable to such tests.

##### 2.4.3. Submission of Program

Within six (6) weeks of the commencement of the Contract and the first week of each subsequent contract year thereafter, the Contractor shall submit his tentative program covering the periodic examination and testing for all lifts for the whole contract year. The program shall be formulated so as to minimize interruption of lift services and the inconvenience to the users.

The inspection and maintenance program shall be formulated so as to minimize the length of the shutdown period of lift and to achieve an even workload throughout the year. All inspection, testing and servicing work shall be completed well before the expiry date of the current examination reports/certificates. The approval of this program shall be obtained before the commencement of work on site and no deviation from the

approved programme is allowed without the prior approval of the Employer or his representatives.

#### 2.4.4. Lift Inspection

All the lifts and their associated equipment or machinery shall be thoroughly examined by the Registered Lift Engineer at intervals not exceeding the period specified in subsection (b) for periodic examination of lifts or subsection (c) for examination of lifts with load, within the last 2 months of an examination period of the lifts, the next examination period of the lifts and all their associated equipment or machinery are to:

- a. begin on the date immediately after the date of expiry of the preceding examination period; and
- b. end on the 1st anniversary of the date of expiry of that preceding examination period for periodic examination of lifts; or
- c. end on the 5th anniversary of the date of expiry of that preceding examination period for examination of lifts with load.

For lifts assigned as firemen's lifts, these functions shall also be tested in an interval not exceeding twelve (12) months.

#### 2.4.5. Safety Equipment

Safety equipment means, in relation to a lift, the safety gear and governor or other device by which it is operated, the emergency signals and where provided, the stop switch, and all machinery and equipment connected therewith. And in relation to an escalator, means the safety gear and the governor or other device by which it is operated, the broken step chain device, the switches provided to stop the escalator in an emergency and where fitted, the broken drive chain device, and all machinery and equipment connected therewith.

#### 2.4.6. Report on Equipment beyond Economic Repair

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

### 2.5. Alterations, Addition and Improvement Works

#### 2.5.2. General

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

The Employer will inform the Contractor of the extent of alteration, addition and/or improvement work for the lift and the Contractor shall prepare a quotation for the work. The quotation shall be submitted for the Employer's assessment within the time frame as instructed, complete with detailed itemized breakdown for works and technical

information for materials/parts/components offered, fully priced and with sufficient and satisfactory documentary evidence in support of the quotation.

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

#### 2.5.3. Resumption Permit

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

#### 2.5.4. Nature of Works

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

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

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

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

### 3. Equipment Description

Commencing on the **XXX 2024** the following lifts will be handed over to the successful bidder, and will be for a total of 12 months:

Building	Location	Type of Lift	Manufacturer	Serial No.	Capacity	Date of Installation
Women's Jail	East Wing	Passenger Lift	Schindler	01\L1541	800 kg	2004
	West Wing	Passenger Lift	Schindler	01\L1450	800 kg	2004
	Core 9	Passenger Lift	Kone	01\L1506	1,000 kg	2004
	Core 9	Passenger Lift	Kone	01\L1507	1,000 kg	2004
	Core 4	Passenger Lift	Kone	01\L1508	1,000 kg	2004
	Core 4	Passenger Lift	Kone	01\L1509	1,000 kg	2004

### 4. Additions or Deletion of Lift Equipment

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

### 5. Payment

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

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

#### 5.1. Payment Claims

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

## 5.2. Claim for Maintenance Service

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

monthly maintenance service due to the date of its inclusion in the Contract by the following formula.  
Payment for incomplete month: -

$$(Number\ of\ days\ under\ maintenance\ service) \times (Monthly\ maintenance\ rate) \times \frac{12}{365}$$

The Employer reserves the right to withhold payment in part or in whole if the Contractor cannot submit evidence and proof to substantiate that the maintenance services was indeed satisfactorily executed and accomplished.

The Employer may arrange other payment arrangements, such as to have all routine monthly payment for the jobs to be listed by means of a computer system and paid to the Contractor automatically. The Contractor shall check and verify the payment lists on receipt of them and shall inform the Employer of any error within 14 days so that adjustment of the payment can be made accordingly.

## 5.3. Deduction of Maintenance Fee for Suspension of Service

For any repetitive breakdown or any lift or escalator which cannot be returned to normal services by the Contractor for a period exceeding seven (7) calendar days, deduction in the monthly maintenance fee will be applied in accordance with the following details:

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

The actual deduction will be directly proportional to the number of days after the 7-calendar day period. The Contractor will be required to settle the actual period of shutdown with the Employer on individual cases and deduct the appropriate amount from the monthly bills accordingly before submission. The payment for an incomplete month will be calculated like the formula given in Clause 7.2 above.

The Contractor shall, during such out of normal service period, carry out minimum maintenance work to keep the entire lift and escalator in such a condition that it could be put back into normal operation later. However, should the Contractor be unable to carry out part or whole of the required



minimum maintenance work under the circumstances in a) & b) mentioned above and with reasons beyond their control, he shall be entitled to claim for a re-conditioning cost which shall be agreed upon by both.

parties on a job-by-job basis. The re-conditioning work shall include all labour, material, spare parts and test necessary for safe resumption of services.

In addition to the criteria on deduction of monthly maintenance fee set above, for any breakdown of any lift over the following frequency, deduction in the monthly maintenance fee will be applied in accordance with the following details:

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

#### 6.4 Payment for Works Covered by Approved Purchase Orders

6.4.1. For Works ordered under cover by a Works Order, the Contractor shall submit payment claim with two (2) copies of the invoice, similar to that for routine maintenance, and shall attach copies of original supplier's invoice where appropriate. The Employer may require the Contractor to submit measurements of quantities for materials/equipment used, etc. for checking and verification of the claimed payment. The invoices shall clearly indicate the Purchase Order number.

6.4.2. Additional works must be separately invoiced, and these must be submitted monthly. Where such work is covered by the Schedules of Rates the schedules must be strictly adhered to in preparing the invoice.

#### 6.5. Payments Withheld

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

#### 6.6. Billing Procedure

6.6.1. The contractor shall render a monthly billing for regular monthly maintenance service and any Employer-approved extra work broken down by building name, building number and elevator number along with purchase order number where applicable and itemized detail. Lump sum billings shall not be allowed.

6.6.2. The Employer shall pay the Contractor within thirty (30) calendar days after receipt of Contractor's invoice for work performed. In the event the Contractor is not paid by the Employer within the time period specified above, the Contractor shall first give the

Employer seven (7) calendar days prior written notice and opportunity to cure before the Employer shall be in default of payment.

6.6.3. Contractor agrees to provide the Employer with a complete and correct invoice, including all charges, within thirty (30) calendar days of work completion. For each day beyond that an invoice is not received by the Employer, the Employer shall deduct five (5) percent from the monthly rate.

6.6.4. Contractor agrees to give notice to Employer promptly upon the discovery of any instance where the amount invoiced to Employer by Contractor was incorrect or inaccurate. Contractor's failure to notify Employer in accordance with this Section shall entitle Employer to terminate this Agreement upon five (5) business days' notice to Contractor and to pursue any and all rights and remedies available to Employer under applicable law or this Agreement.

## **6. Termination of Agreement**

7.1 Either party may terminate this Agreement at the end of the initial three (3) year term or subsequent term by giving the other party not less than sixty (60) days written notice.

7.2 The Employer may also terminate this Agreement at any time upon thirty (30) days written notice to the Contractor due to the following reasons:

7.3 Unacceptable performance by the Contractor, which shall be determined in Employer's sole and absolute discretion,

7.4 Contractor's failure to comply with all of its duties and obligations under this Contract,

7.5 Sale of building,

7.6 Permanent removal of equipment from service,

## **7. Failure to Perform**

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

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

## **8. Award of Agreement**

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

## **9. Right to Evaluate and Require Work**

- 9.1 The Employer or its authorized representative(s) reserves the right to make such evaluations and tests as are necessary to ascertain that the requirements of this Contract are being fulfilled. The Employer's right to make evaluations or tests may be exercised by its lift consultant, as it may designate, who will, if the Employer so advises, have the same authority to evaluate and test as the Employer, as provided hereunder. Contractor agrees to furnish personnel and tools necessary to conduct such tests. Deficiencies reported shall be promptly corrected at the Contractor's expense.
- 9.2 If Contractor fails to perform the work required by the terms of this Contract in a diligent and satisfactory manner, the Employer may, in addition to any other remedies the Employer may have, after five (5) days written notice to Contractor, perform or cause to be performed all or any part of the work required hereunder.
- 9.3 Contractor agrees that it shall reimburse Employer for any expenses incurred by the Employer in exercising its right under this Paragraph and Contractor agrees that the Employer, in the Employer's sole and absolute discretion, may deduct the amount of such expenses from any sum owing the Contractor.

## **10. Warranty**

- 10.1 Contractor warrants that the lift maintenance services will be provided to Employer in accordance with the terms of this Contract and with prevailing industry standards for lift maintenance services. Contractor shall use its best efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in such services and restore any service to compliance with the terms of this Contract.

## **11. Contractor to Comply with Laws**

- 11.1.1 In the performance of this Contract, the Contractor shall abide by all existing laws, codes, rules and regulations set forth by all governmental units and authorities having competent jurisdiction over Contractor and/or the work performed by Contractor hereunder. Contractor shall also procure and pay any necessary permits or licenses pertaining to the work performed by Contractor pursuant to this Contract.

## **12. Contract Amendment**

- 12.1 This contract shall not be amended, changed, or modified, in whole or part, except by an instrument in writing duly executed by the parties hereto, or their respective successors or permitted assigns.

## ANNEXURE 1 – Performance Targets of Lifts

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

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

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

## ANNEXURE 2 – Maintenance Schedule for Electric Passenger, Goods and Service Lifts

Schedule No.	Description of Task
<b>Monthly Maintenance</b>	
1.	<p>a) Inspect brake coupling and linings for wear. See that keys and fixing bolts are secure.</p> <p>b) Check that brake release gear and hand winding wheel are readily available.</p> <p><b>c)</b> Check drums, sheaves and pulleys for visible cracks, ensure keys and fixing bolts are secure. Inspect bearings and sheave grooves. <b>See Note No. 3 below on the schedule.</b></p> <p><b>d)</b> Check the condition of wire ropes. Ensure suspension ropes are evenly tensioned. <b>See Note No. 4 below on the schedule.</b></p> <p>e) Inspect overspeed governor for wear. Ensure keys and fixing bolts are secure.</p> <p>f) (f) Extract dust from interiors of motors and generators. Inspect bearings, ensure fixing bolts are secure.</p> <p>g) Inspect floor selector bearings. Check connections and flexes. Inspect driving rope, tape or chain for wear and correct tension.</p> <p>h) Inspect and operate by hand the slack rope switch, safety-gear switch, broken tape, or rope switch and overspeed governor switch.</p> <p>i) Inspect guides for wear and ensure fixings are secure.</p> <p>j) Check counterweight clearances for rope stretch. Inspect rope equalizer. Ensure the main tie bolts are secure. Inspect guide shoes for wear and “float”. Ensure filler weights are properly positioned and secure. Check safety-gear for guide clearance and free movement.</p> <p>k) Open, clean and inspect limit switches, direction switches. Inspect fixed ramps and inductor plates.</p> <p>l) Ensure spring buffers are secure. Clean oil buffers and top up. Check for oil leaks.</p> <p>m) Inspect conditions of landing and car sill nosing’s and check car clearance. Inspect lock beaks, door rollers and spindles for wear. Inspect door inter-connecting wires or chains for wear and correct tension.</p> <p><b>n)</b> Ensure car frame bolts are secure. Check guide shoes for minimum “float”. Ensure the car’s body is secure in frame. Check safety-gear for guide clearance and free movement. Check the tension of safety rope. Inspect door operating mechanism for wear and ensure driving sprockets, keys and fixing bolts are secure. Ensure that the “pick-up” between car and landing doors is correctly aligned. <b>See Note 5.</b></p> <p>o) Open, clean and inspect car controls, floor switches, door switches. Check action of emergency opening and movable floor. Inspect car lighting.</p> <p>p) Inspect travelling cables and their anchorages.</p> <p>q) Open, clean and inspect landing button boxes and ensure that they and any indicator boxes are securely fixed.</p>
<b>Three-Monthly Maintenance</b>	
2.	<p>a) Open, clean and inspect landing door locks. <b>See Note 6.</b></p> <p>b) Carry out electrical load test on emergency lighting, batteries and battery charger for a period of 1 hour.</p>
<b>Other Maintenance Services</b>	
3.	<p>a) Renew wire rope. <b>See Note 4.</b></p> <p>b) Test safety gear on no load. Frequency:</p>

Schedule No.	Description of Task
	<ul style="list-style-type: none"> <li>i. After major repair, and</li> <li>ii. Every year</li> </ul> c) Test overspeed governors and safety gear on full load. Frequency: <ul style="list-style-type: none"> <li>i. After major repair</li> <li>ii. Every 5 year</li> </ul>

**Notes to Annexure 2**

The attention of all personnel engaged on lift maintenance services is drawn to the need for the proper observance of all safety rules, regulations, and statutory requirements. It is essential that all apparatuses are rendered, and kept, safe during servicing operations. Protective clothing and other safeguards shall be worn or used by the maintenance personnel. All defects in tools, steps, ladders, and other items are to be reported immediately and the equipment shall not be used until the fault is rectified.

The lubricants used shall be of the brands and grades recommended by the component manufacturer or their approved equivalents. Ensure adequate lubrication but avoid excessive. Spillage shall be wiped off. Oily rags or waste shall be removed.

The following items are general guidance for the proper maintenance of the lift installation. These items are by no means exhaustive. The maintenance personnel shall follow all instructions and guideline as recommended by their relevant manufacturer.

1. A brake operating solenoid shall be adjusted to the shortest stroke that will expand the brake bands equally with minimum clearance, consistent with free running of the brake drum.
2. It is essential that a lift will not operate with a car or landing door open, and that landing doors are kept locked except when a car is standing on that floor.
3. (a) Wear on rope grooves of sheaves shall not be such as to cause rope slip.  
(b) All grooves must be equal, i.e., all ropes shall sit to the same depth.  
Sheave grooves shall only be allowed to be re-cut once to satisfy the above conditions.
4. Wire ropes should be renewed when any one of the following conditions exists:
  - a. The visible number of broken wires in any length of eight diameters exceeds 10% of the total number of wires in the rope.
  - b. Where undue stretching occurs after the initial stretch has taken place.
  - c. There is corrosion/rust.
  - d. There is bird caging of strands.
  - e. The rope has been damaged.
  - f. The rope is more than six years old.

Wire ropes are well lubricated during manufacture and have a certain amount of reservoir lubricant. If no lubricant is apparent in the interstices between wires, apply a thin coating of a dressing recommended by the rope maker, or approved equivalent, i.e., an acid-free grade material such as petroleum jelly.

5. Where a power limiting device is incorporated in the door operating mechanism, it shall, when a door is obstructed, clear of the safety edge, operate at a force not exceeding 150N.
6. Door locks are to be examined internally at least once every six months (except if fitted with transparent covers, permitting observation of working parts and no defects are apparent). The opening up and internal examinations are to be carried out in sequence and spread evenly over the period.

*Remarks: The word "Door" in the Schedule means any sliding or hinged part which gives access to the car or lift well enclosure.*

**PRICING SCHEDULE**  
**(Professional Services)**

NAME OF BIDDER: .....
BID NO.: .....
CLOSING TIME: .....

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

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- The RFQ price **must be valid for 120 days** and include VAT.
- The tenderer must state whether the price quoted is fixed for the duration of the agreement or whether the price is subject to escalation. In the absence of an indication in this regard, the price will be considered as fixed for the full period of the agreement.
  - All pricing must be quoted in South African Rand (ZAR) including VAT.
  - The pricing must remain valid for ninety (120) days from the closing date of the tender.
  - Pricing Template below must be completed and submitted in Envelope 2 of the submission.
- Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his tender, and any variance will render the contract null and void.
- Any exclusion from the maintenance program must be specifically indicated by the Bidder in their pricing proposal.

**13. PRICING TEMPLATE**

**a. Monthly Costs**

Description of Services	Unit of Measure	Qty	Unit Price	Total Costs
Annexure B cost	Once-off	1		
Fixed Price for Preventative Maintenance Schedule – as per specification attached and Original Equipment Manufacturer’s requirements	Monthly			
Regular Working Hours – Mechanic cost per hour	1			
Afterhours – Mechanic cost per hour	1			
Weekend hours – Mechanic cost per hour	1			
Sunday/Holiday – Mechanic cost per hour	1			