

B 16.0 Changes made to JBCC documentation

See part D of this document
Note: The amendments contained in Part D of this document constitutes the only amendments to the standard JBCC Agreement that will apply. No other amendments shall be of any force or effect.

C TENDERER'S SELECTIONS**C 1.0 Contractor's annual holiday periods during the construction period**

Year 1 contractor's annual holiday period	Start date		End date	
Year 2 contractor's annual holiday period	Start date		End date	
Year 3 contractor's annual holiday period	Start date		End date	

C 2.0 Payment of preliminaries [25.0]

Option A	Assessed by the principal agent , an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum which contract sum shall exclude the amount of preliminaries . Contingency sum(s) and any provision for contract price adjustment (cost fluctuations) shall be excluded for the calculation of the aforesaid ratio
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C 3.0 Adjustment of preliminaries [26.9.4]

The amount of **preliminaries** shall be adjusted to take account of the effect of changes in time and/ or value on **preliminaries**. Such adjustment shall be based on the particulars provided below, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**

For the adjustment of **preliminaries** both the **contract sum** and the **contract value** shall exclude the amount of **preliminaries**, contingency sum(s) and any provision for contract price adjustment (cost fluctuations)

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Option A	The preliminaries shall be adjusted in accordance with an allocation of preliminaries amounts to be provided by the contractor in his bid submission of the tender as follows: - An amount which shall not be varied; - An amount varied in proportion to the contract value as compared to the contract sum; - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period Where the above-mentioned information is not provided the following allocation of preliminaries amounts may apply: - Ten per cent (10%) shall not be varied - Fifteen per cent (15%) shall be varied in proportion to the contract value as compared to the contract sum - Seventy-five per cent (75%) shall be varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value as compared to the number of calendar days in the initial construction period Where completion in sections is required the contractor shall provide an appointment of preliminaries per section. Should the contractor fail to provide the apportionment of preliminaries per section the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent
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D CHANGES MADE TO JBCC DOCUMENTATION

The pro forma "JBCC Principal Agreement: Contract Data" as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

The pro forma "Guarantee for Construction" and "Guarantee for Advanced Payment" as defined in clause 1 of the conditions of contract prepared by the Joint Building Contracts Committee shall not apply to this Contract and shall be replaced with the documentation incorporated into this tender document.

PRINCIPAL BUILDING AGREEMENT

The clauses listed below replaces in full the corresponding clauses as contained in the conditions of contract:

DEFINITIONS

1.0 GENERAL PROVISIONS

1.1 Definitions

AGREEMENT (also referred to as **FRAMEWORK CONTRACT**): The JBCC Principal Building Agreement (by reference), the completed **contract data**, Part C1.1 Form of Offer and Acceptance and other documents reduced to writing and signed by the authorised representatives of the **parties**.

BILLS OF QUANTITIES: The document drawn up in accordance with the measuring system [CD] and the Pricing Assumptions contained in the Pricing Data.

CONSTRUCTION PERIOD: The period commencing on the date on which the possession of the **site** was handed over to the **contractor** as recorded on the site possession certificate and ending on the **date for practical completion** and excluding all statutory holidays and those annual building holiday periods as stated in the **contract data**.

CONTRACT PERIOD: The period, relating to a **works project**, commencing on the date of the authorisation of the **purchase order** and ending on the date of **final completion**

CONTRACT SUM: The accepted amount of each **works project** within the value range as stated in the **contract data**

CONTRACT VALUE: A monetary value initially equal to the **contract sum** exclusive of **tax** [CD] and any allowances for contingencies, subject to adjustment in terms of this **agreement**.

DATE FOR PRACTICAL COMPLETION: The contractual completion date or dates based on the **construction period** as stated in the **contract data** or revision thereof on or before which the **contractor** agrees to bring the **works** or **sections** thereof to **practical completion**

DATE OF PRACTICAL COMPLETION: The actual or deemed date or dates on which the **contractor** achieves **practical completion**

FRAMEWORK CONTRACT: See **agreement**

FRAMEWORK CONTRACT MANAGER: See **principal agent**

FRAMEWORK CONTRACT PERIOD: The period stated in the **contract data**, during which **works projects** may be allocated to the **contractor** and for which **purchase orders** may be authorised on the SAP system provided that such orders be completed prior to the expiry of the **framework contract period**; provided that the **framework contract** shall continue to remain in force after the expiration of the **framework contract period** in the event that the **works** of the **contractor's** last **works project** are only completed in all respects after the expiration of the **framework contract period**, and a **certificate of final completion** has been issued by the **principal agent** for that **works project** in accordance with the **agreement**.

GUARANTEE FOR CONSTRUCTION: A security at call obtained by the **contractor** from a financial institution approved by the **employer**, as listed in the Annexure in Part C1.3 of the Contract Data, and shall be in the form of and shall contain the precise wording of the document included in Part C1.3: Form of Guarantee for Construction, and that replaces the term JBCC® Guarantee for Construction wherever it occurs in the Agreement

PRINCIPAL AGENT: The party named in the **contract data** and/or appointed by the **employer** with full authority and obligation to act in terms of the **agreement**, or **works project**, as the context requires

PURCHASE ORDER: The official **purchase order** authorised on the City of Cape Town's SAP System

SCHEDULE OF RATES: The document drawn up in accordance with the Pricing Assumptions contained in the Pricing Data of the **framework contract** and that will be used to compile the **bills of quantities**.

STANDBY PANEL: A number of **contractors** appointed by the **employer** under **framework contracts** to be available to execute **works projects** as and when they arise, on a "winner-takes-all" basis as stated in the **agreement**, in the order of their ranking in terms of the **framework contract** tender evaluation, and then only if the **winner** has refused a work opportunity (or if his offer is non-responsive/invalid).

WINNER: The **contractor** appointed by the **employer** under the **framework contract** to be available to execute **works projects** as and when they arise, on a "winner-takes-all" basis as stated in the **agreement**, and who will be allocated work on an on-going basis, unless he refuses a work opportunity (or if his offer is non-responsive/invalid), for the duration of the **framework contract period**

WORKS: The works, applicable to the **works projects** individually or as a whole, described in general terms in the **contract data**, detailed in the **contract documents**, ordered in **contract instructions** and including the **contractor's** and **n/s subcontractors'** temporary works. **Works** includes **materials and goods** and those supplied free or otherwise by the **employer** to the **contractor** and excludes work or installations to be executed by **direct contractors**

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WORKS PROJECT: A part of the **works** to be performed (task) by the **contractor** under the **agreement**, the specific terms, conditions and scope of the **works project** being specified in a **works project contract document**.

WORKS PROJECT CONTRACT DOCUMENT: The documentation required to be completed for each **works project** in which the specific terms, conditions and scope of the **works project** is specified

WORKS PROJECT ACCEPTANCE / REFUSAL NOTICE: The formal notification, signed by the successful tenderer/prospective **contractor** and sent to the **employer**, of his decision to accept/ refuse the opportunity afforded to participate further in the **contractor** appointment procedure for a **works project** as specified in the **agreement**.

INTELLECTUAL PROPERTY: means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, copyright and rights in the nature of copyright, design rights, rights in databases, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites

1.2 Interpretation

1.2.6 The **agreement** is the entire contract between the **parties** regarding the matters addressed in the **agreement**. No representations, terms, conditions or warranties not contained in the **agreement** shall be binding on the **parties**. No agreement or addendum varying, adding to, deleting or terminating the **agreement** including this clause shall be effective unless reduced to writing and signed by the **parties**

1.3 Intellectual Property

1.3.1 The contractor acknowledges that it shall not acquire any right, title or interest in or to the Intellectual Property of the **employer**.

1.3.2 The contractor hereby assigns to the **employer**, all Intellectual Property created, developed or otherwise brought into existence by it for the purposes of the contract, unless the Parties expressly agree otherwise in writing.

1.3.3 The contractor shall, and warrants that it shall:

1.3.3.1 not be entitled to use the **employer's** Intellectual Property for any purpose other than as contemplated in this contract;

1.3.3.2 not modify, add to, change or alter the **employer's** Intellectual Property, or any information or data related thereto, nor may the contractor produce any product as a result of, including and/or arising from any such information, data and Intellectual Property, and in the event that it does produce any such product, the product shall be, and be deemed in law to be, owned by the **employer**;

1.3.3.3 not apply for or obtain registration of any domain name, trademark or design which is similar to any Intellectual Property of the **employer**;

- 1.3.3.4 comply with all reasonable directions or instructions given to it by the **employer** in relation to the form and manner of use of the **employer** Intellectual Property, including without limitation, any brand guidelines which the **employer** may provide to the contractor from time to time;
- 1.3.3.5 procure that its employees, directors, members and contractors comply strictly with the provisions of clauses 1.3.3.1 to 1.3.3.3 above; unless the **employer** expressly agrees thereto in writing after obtaining due internal authority.
- 1.3.4 The **contractor** represents and warrants to the **employer** that, in providing goods, services or both, as the case may be, for the duration of the contract, it will not infringe or make unauthorised use of the Intellectual Property rights of any third party and hereby indemnifies the **employer** from any claims, liability, loss, damages, costs, and expenses arising from the infringement or unauthorised use by the contractor of any third party's Intellectual Property rights.
- 1.3.5 In the event that the contract is cancelled, terminated, ended or is declared void, any and all of the **employer's** Intellectual Property, and any and all information and data related thereto, shall be immediately handed over to the **employer** by the contractor and no copies thereof shall be retained by the contractor unless the **employer** expressly and in writing, after obtaining due internal authority, agrees otherwise.

2.0 LAW, REGULATIONS, NOTICES AND POLICIES

- 2.1 The **contractor** shall comply with the **law [CD]**, obtain permits, licences and approvals required and pay related charges for the execution of the **works** [17.1.4]. The **employer** shall comply with the **law [CD]** obtain permits, building or similar permissions and pay charges for the **works** other than those which are the responsibility of the **contractor**. [26.4.1]
- 2.4.4 Sent by telefax – within one (1) **working day** after transmission (if agreed to by both parties)
- 2.5 The parties agree that this contract shall also be subject to the Employer's Supply Chain Management Policy ('SCM Policy') that was applicable on the date the bid was advertised, save that if the Employer adopts a new SCM Policy which contemplates that any clause therein would apply to the contract emanating from this tender, such clause shall also be applicable to that contract. Please refer to this document contained on the CCT's website.
- 2.6 Abuse of the supply chain management system is not permitted and may result in cancellation of the contract, restriction of the supplier, and/or the exercise by the Employer of any other remedies available to it as described in the SCM Policy.

3.0 OFFER AND ACCEPTANCE

- 3.1.1 The following principles will be applicable to the allocation of **works projects**:

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- 3.1.1.1 The **employer** reserves the right to plan and effect individual **works projects** at its sole discretion and subject to the availability of funding
- 3.1.1.2 The **employer** will only order those quantities of work items which it actually requires for execution in a **works project** from time to time. The **employer** reserves the right not to order any quantities at all depending on circumstances and subject to operational requirements.
- 3.1.1.3 The **works projects** shall be executed in areas identified within the City of Cape Town municipal area and outlined in clause C.1.6.1 in Part T1.2 Tender Data, on a "winner-takes-all" basis as described therein.
- 3.1.1.4 The procedures for the allocation of **works projects** are described in detail in the **contract data**
- 3.3 This **agreement** shall come into force as indicated in Part C1.1 Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

5.0 DOCUMENTS

- 5.2 The **parties** shall sign the original **contract documents** and shall each be issued with a copy thereof. The original signed **contract documents** shall be held by the **employer**.
- 5.4 The **principal agent** shall decide, and advise the **contractor**, which parts of the **priced document** may be used as a specification of **materials and goods** or methods, if any.

6.0 EMPLOYER'S AGENTS

- 6.1 The **employer** warrants that the **principal agent** has full authority and obligation to act and bind the **employer** in terms of the **agreement**, or any **works project**, subject to the limitations detailed in clauses 17.0, 23.0 and 26.0. The **principal agent** has no authority to amend the **agreement**.
- 6.6 The **employer** shall not interfere with or prevent the **principal agent** or an **agent** from exercising fair and reasonable judgement when performing his obligations in terms of this **agreement** or any **works project**

7.0 DESIGN RESPONSIBILITY

- 7.1 The **contractor** shall not be responsible for the design of the **works** other than what is identified in the **contract data** [CD] and the **contractor's** and **subcontractors'** temporary works. The **contractor** shall not be responsible for the coordination of design elements other than what is identified in the **contract data** [CD] and the **contractor's** and **subcontractors'** temporary works.

9.0 INDEMNITIES



- 9.2.7 Physical loss or damage to an existing structure and contents thereof where this **agreement** is alterations or additions to an existing structure beyond the amounts stated [CD] for which the **contractor** must provide insurance. Should such an event occur, the **contractor** shall forthwith give **notice** to the **principal agent**.

10.0 INSURANCES

- 10.1.5 Construction Equipment (including tools, offices and other temporary structures and contents) and other things (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement.
- 10.1.6 Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
- 10.1.7 Motor Vehicle Liability Insurance, in respect of all vehicles owned and / or leased by the supplier, comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity.
- 10.1.8 Where the **agreement** involves manufacturing and/or fabrication of the **works** or part thereof at premises other than the **site**, the **contractor** shall satisfy the **employer** that all materials and equipment for incorporation in the **works** are adequately insured during manufacture and/or fabrication. In the event of the **employer** having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the **contractor's** Policies of Insurance.
- 10.2 Where **practical completion** in **sections** is required [20.0] or the **works** is for alterations or renovations to an existing building(s) the effecting of contract works insurance [10.1.1-4] shall be the responsibility of the **contractor** to the values stated [CD].
- 10.3 The **party** responsible for effecting such insurances [10.1.1-5 10.2] shall make available to the other party, before commencement of the **construction period**, documentary evidence as provided for in C1.6: Insurance Brokers Warranty as contained in this document, that insurances have been effected, and provide proof of extension or renewal of such insurances before their expiry. Upon request the party responsible for effecting insurances shall provide the other **party** with the entire policy wording of such insurances.
- 10.6 Where this **agreement**, or any **works project**, is terminated [29.0] and the **contractor** is not required to make good the physical loss or repair damage to the **works**, the right to the proceeds of an insurance claim shall vest in the **employer**. The **party** responsible for the insurance shall give **notice** to the insurer to clarify the status of the insurance cover and /or further insurance obligations applicable to the **works**, Public Liability Insurance, Supplementary Insurance and Removal of Lateral Support Insurance.

11.0 SECURITY

11.1 Provide a **Guarantee for Construction (fixed)** to the **employer** within fourteen (14) **calendar days** of the commencement of the contract as stated below.

11.1.1 No clause

11.1.2 The **Guarantee for Construction (fixed)** shall be set at the percentage of the **contract sum** [CD] as stated in the **contract data**. The **contractor** shall keep such **security** valid and enforceable until the only or last **certificate of practical completion** has been issued.

11.2.2 No Clause

11.4.1 No clause

11.5 No clause

11.6 No clause

11.10 The **contractor** shall waive his lien within 7 (7) **calendar days** of the commencement of the **contract period**. The **contractor** shall ensure that a waiver of lien is included in all subcontracts and that the **works** executed on the **site** are kept free of all liens and other encumbrances at all times [11.10]

12.0 DUTIES OF THE PARTIES

12.1.1 No clause

12.1.14 List documents the **contractor** must submit and/or comply with before possession of the **site** can be given

12.2.1.a The **contractor** shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the **site**. The **contractor** shall also provide at his own cost any additional facilities outside the **site** required by him for the purposes of the **works**.

12.2.2 Prior to the authorising of the **purchase order** the **contractor** shall submit to the **principal agent** the works project acceptance / refusal notice.

14.0 NOMINATED SUBCONTRACTORS

14.1.1 Prepare tender documents in conformity with the **n/s subcontract agreement** and the requirements of the **employer** for work intended to be executed by a **nominated subcontractor**

14.1.2 Call for tenders as follows:

14.1.2.a For subcontract work over R 300 000, 00, advertise the proposed subcontract works in accordance with the requirements of the **employer**.

14.1.2.b For subcontract work less than R 300 000, 00, invite at least three tenders from a shortlist approved by the **employer**.

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- 14.1.3 Scrutinize the received tenders for compliance with the tender documents, in consultation with the **employer**

15.0 SELECTED SUBCONTRACTORS

- 15.1.1 Prepare tender documents in conformity with the **n/s subcontract agreement** and the requirements of the **employer** for work intended to be executed by a **selected subcontractor**
- 15.1.2 Call for tenders as follows:
- 15.1.2.a For subcontract work over R 300 000, 00, advertise the proposed subcontract works in accordance with the requirements of the **employer**.
- 15.1.2.b For subcontract work less than R 300 000, 00, invite at least three tenders from a shortlist compiled by the **principal agent** and the **contractor**.
- 15.1.3 Scrutinize the received tenders for compliance with the tender documents, in consultation with the **contractor**

16.0 DIRECT CONTRACTORS

- 16.1.4 Provide an area for site establishment, allow the use of personnel welfare facilities, provide water, lighting and electrical power to a position within 50m of where the direct contract work is to be carried out and allow use of erected scaffolding and hoisting equipment while it remains erected.

17.0 CONTRACT INSTRUCTIONS

- 17.1 The **principal agent** may issue **contract instructions** to the **contractor**, provided that approval is sought from the **employer** for any revision of the **date for practical completion** and adjustment of the **contract value**, regarding:
- 17.1.21 Position, standard, content and permission for erection of notice boards [12.2.18]

22.0 LATENT DEFECTS LIABILITY PERIOD

- 22.2. Where termination of this **agreement**, or any **works project**, occurs before the achievement of **final completion**, the latent defects liability period shall end.

23.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION

- 23.6.2 The cause and effect of the delay on the current date for **practical completion** to the extent that the delay exceeds concurrent delays caused by or at the risk of the **contractor**, where appropriate, illustrated by a change to the critical path of the current **programme**

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23.7 The **principal agent** shall make all assessments, prepare relevant documentation, make recommendations, advise and enable the **employer** to grant in full, reduce or refuse the **working days** claimed within thirty (30) **working days** of receipt of the claim, and:

23.8 Where there is a failure to act within the period [23.7] such claim shall be deemed to be refused. The **contractor** may give **notice** of a disagreement [30.1] where a claim is refused, reduced or there was a failure to act.

25.0 PAYMENT

25.2 The **principal agent** shall regularly by the due date [CD] issue **payment certificates** to the **contractor** with a copy to the **employer** until and including the issue of the **final payment certificate**. A **payment certificate** may be for a nil or negative value. The **principal agent** shall be empowered to withhold the delivery of the payment certificate until the Contractor has complied with his obligations to report in terms of the contract and as described in the Scope of Work.

25.10 The **employer** shall pay the **contractor** the amount certified in an issued **payment certificate** within thirty (30) calendar days of the date for issue of the **payment certificate** [CD] including default interest and/or compensatory interest. The Contractor may submit a fully motivated application regarding more frequent payment the Principal Agent to be submitted to the Employer for consideration. Requests for more frequent payments will be considered at the sole discretion of Employer and is not a right in terms of this contract.

25.12 For the purpose of the fixed **guarantee for construction** and payment reduction [11.1.2], the value of work executed [25.3.1] and **materials and goods** [25.3.2] shall be subject to the percentage adjustments as stated in the **contract data**.

25.12.1 No clause

25.12.2 No clause

25.12.3 No clause

25.14.2 No clause

25.14.3 No clause

26.0 ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT

26.1 The **principal agent** shall determine the value of adjustments to the **contract value** in cooperation with the **contractor** in the preparation of the **final account**, subject to the approval of the **employer**. Where such adjustments require measurement on **site**, the contractor shall have the right to be present.

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26.9.5 Adjust the **contract value** according to the contract price adjustment method, if applicable [CD]. Furthermore, if as a result of an award of a contract beyond the original tender validity period, the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then the contract may be subject to contract price adjustment for that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents. Similarly, if as a result of any extension of time granted the contract execution will be completed beyond a period of twelve (12) months from the expiry of the original tender validity period, then contract price adjustment may apply to that period beyond such twelve (12) months. An appropriate contract price adjustment formula will be determined by the Director: Supply Chain Management if such was not included in the bid documents .. The base month will be the calendar month six months after the tender closing date

26.9.7 Adjust the **contract value** for any **materials and goods** imported from outside the Republic of South Africa based on the information contained on the schedule titled "**Price Basis for Imported Resources**" and as below. For the purposes of this clause the Rand value of imported Plant and Materials inserted on the schedule titled "**Price Basis for Imported Resources**" (column (F)) shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate quoted by **Employer's** main banker, NEDBANK, on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column(B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)).

26.9.7.1 Adjustment for variations in rates of exchange:

- a) The value in foreign currency inserted in column (A) shall be subject to clause (h) below when recalculating the Rand value.
- b) The rate of exchange inserted in column (B) shall be the closing spot selling rate quoted by **Employer's** main banker, NEDBANK, on the Base Date, rounded to the second decimal place, subject to sub-paragraph (c) below.
- c) If the rate of exchange inserted by the Tenderer differs from the NEDBANK rate referred to above, then the NEDBANK rate shall apply and the Rand value in columns (C) and (F) shall be recalculated accordingly, without altering the price in the Schedules of Quantities for the relevant items.
- d) If a tender from a supplier or sub-contractor provides for variations in rates of exchange, the Contractor may **only** claim for variations in rates of exchange if he binds the supplier or sub-contractor to the same provision to take out forward cover as described in sub-paragraph (e) below.
- e) The Contractor (or supplier or sub-contractor) shall within five working days from the date of placing a firm order on an overseas supplier, cover or recover forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the schedule titled "**Price Basis for Imported Resources**".

- f) When the **Contractor** (or supplier or **sub-contractor**) so obtains forward cover, the **Contractor** shall immediately notify the **Employer** of the rate obtained and furnish the **Employer** with a copy of the foreign exchange contract note.
- g) Based on the evidence provided in sub-paragraph (f) above, the value in Rand inserted in column (C) on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to sub-paragraph (h) below. Failure to provide such evidence shall result in no such recalculation shall be considered by the Employer.
- h) The adjustments shall be calculated upon the value in foreign currency in the Contractor's (or supplier's or sub-contractor's) **forward cover contract**, provided that, should this value exceed the value in foreign currency inserted in column (A) of the schedule titled "**Price Basis for Imported Resources**", then the value in column (A) shall be used.

26.9.7.2 Adjustment for variations in Customs Surcharge and Customs Duty:

- a) Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted on the schedule titled "**Price Basis for Imported Resources**" and those amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.
- b) The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the **Contractor** shall advise the **Principal Agent** of any changes which occur.

26.9.7.3 Adjustment for Variation in Labour and Material Costs

- a) If the prices for imported **materials and goods** are not fixed, the **Contractor** shall in his Tender specify the formula for calculating Contract Price Adjustments normally used in the country of manufacture and the indices and relative proportions of labour and material on which his Tender prices are based. Evidence of the indices applicable shall be provided with each claim. The indices applicable 42 days before contractual dispatch date from the factory will be used for the purposes of Contract Price Adjustment.
- b) Failure to specify a formula in the Tender shall mean that the prices are fixed or shall be deemed to be fixed.

27.0 RECOVERY OF EXPENSE AND/OR LOSS

27.2.6 Termination of this **agreement**, or any **works project**

27.1.4 Penalties for breach of conditions of granting preferences in terms of the **Preference Schedule**.

27.1.5 Penalties for failure to meet targeted labour and local enterprises contract participation goals (if applicable)

27.1.6 Any other fines or penalties levied in accordance with any of the specifications

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- 27.4.1 In case of insolvency of the Contractor, in addition to anything else contained in this contract, the Employer may make either of the following elections to ensure its rights are protected and any negative impact on service delivery is mitigated:
- 27.4.1.1 accept a contractor's proposal (via the trustee / liquidator) to render delivery utilising the appropriate contractual mechanisms; or
- 27.4.1.2 terminate the contract, as the liquidator proposed contractor is deemed unacceptable to the employer, at any time by giving written notice to the contractor (via the trustee / liquidator).

28.0 SUSPENSION BY THE CONTRACTOR

- 28.1.1 No clause

29.0 TERMINATION

Termination by the employer

- 29.1 The **employer** may give notice of intention to terminate this **agreement**, or any **works project**, where:
- 29.1.1 The **contractor** has failed to provide a **guarantee for construction** [CD]
- 29.1.2 The **contractor** has failed to proceed with the **works** [12.2.17]
- 29.1.3 The **contractor** has failed to comply timeously with a **contract instruction** [17.0]
- 29.1.4 The **contractor** has failed to provide, documentary evidence that insurances have been effected [10.3]
- 29.1.5 The **contractor** is a sole proprietor or a sole member of a Closed Corporation who has died.
- 29.1.6 A material irregularity vitiates the procurement process leading to the conclusion of the contract, rendering the procurement process and the conclusion of the resulting contract unfair, inequitable, non-transparent, uncompetitive or not cost-effective, provided the Employer follows the processes as described in its SCM Policy.
- 29.1.7 The implementation of the contract may result in reputational risk or harm to the City as a result of (inter alia):
- 29.1.7.1 reports of poor governance and/or unethical behaviour;
- 29.1.7.2 association with known family of notorious individuals;
- 29.1.7.3 poor performance issues, known to the Employer;
- 29.1.7.4 negative social media reports; or
- 29.1.7.5 adverse assurance (e.g. due diligence) report outcomes.
- 29.2 Where the **employer** contemplates terminating this **agreement**, or any **works project**, the **employer** or the **principal agent** on instruction from the

employer shall give **notice** thereof to the **contractor** of a specified default [29.1.1-7], to be remedied within ten (10) **working days** of the date of receipt of such **notice**.

29.3 Where the **contractor** has not remedied a specified default within such period [29.2] the **employer** may forthwith give **notice** to the **contractor** of termination of this **agreement**, or any **works project**

29.11 Where this **agreement**, or any **works project**, is terminated, the **contractor** shall forthwith give **notice** of termination of the **n/s subcontract agreement** to each **subcontractor**

Termination by the contractor

29.14 The **contractor** may give **notice** of intention to terminate this **agreement**, or any **works project**, where the **employer** has failed to:

29.14.1 No clause

29.15 Where the **contractor** contemplates terminating this **agreement**, or any **works project**, the **contractor** shall give **notice** to the **employer** and/or the **principal agent** of a specified default [29.14.1-7], to be remedied within ten (10) **working days** of the date of receipt of such **notice**

29.16 Where a specified default has not been remedied within such period [29.15] the **contractor** may forthwith give **notice** to the **employer** and the **principal agent** of the termination of this **agreement**, or any **works project**

29.17 Where this **agreement**, or any **works project**, is terminated:

29.17.7 No clause

29.20 Either **party** may give **notice** of intention to terminate this **agreement**, or any **works project**, where:

29.21 The **party** contemplating termination of this **agreement**, or any **works project**, shall give ten (10) **working days' notice** to the other **party**. Where this **agreement**, or any **works project**, is terminated by either **party**:

29.21.3 No clause

30.0 DISPUTE RESOLUTION

30.1 Should any disagreement arise between the **employer** (or the **principal agent** or an **agent**) and the **contractor** arising out of or concerning the action or inaction of the **employer** (or **principal agent** or an **agent**) or the **contractor**, or any other matter concerning this **agreement**, or any **works project**, (including the validity thereof), either **party** may give a **notice** of a disagreement to the other. The **parties** shall attempt to resolve such disagreement between them and record such resolution in writing signed by them

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30.5 Failure to comply with the procedure described [30.3-4] shall cause the dispute to be resolved by litigation and not adjudication

30.6.5 Where the adjudicator has not given a determination within the time period allowed or extended time period provided in the JBCC Rules for Adjudication, either **party** may give **notice** to the other **party** and to the adjudicator that if such determination is not received within ten (10) **working days** of receipt of this **notice** his appointment is thereupon automatically terminated and such dispute is then referred to further adjudication or litigation, at the option of the claimant

30.7 No clause

General

30.10 Where the **parties** fail to specify a body to nominate the adjudicator [30.6.1] the referring **party** shall have the right to choose a local recognised body to suggest one or more persons with appropriate skills to be appointed as an adjudicator. Such nomination shall be binding on the **parties**.

AGREEMENT No Clause

ADDITIONAL CONDITIONS OF CONTRACT

31. Protection of Personal Information

31.1 The supplier acknowledges that it will be processing personal information as defined in the Protection of Personal Information Act No. 4 of 2013 relating to City customers, on behalf of the City. Accordingly, it undertakes to ensure compliance with the Act in respect of its processing activities. In particular, it undertakes to keep such information confidential and not to disclose it unless required by law or in the course of the proper performance of its duties. Furthermore, it undertakes to maintain security measures as envisaged in Sections 19 and 21 of the Act. The requirements of this clause apply to all agents and subcontractors acting on behalf of tenderers and must be included in all contracts between tenderers and their agents or subcontractors.

32. Periodic review

32.1 This Agreement is valid from the commencement date outlined herein and is valid until further notice. This Agreement shall be reviewed once every three years; however, in lieu of a review during any period specified, the current Agreement will remain in effect. The purchaser reserves the right to reduce or increase the scope of works according to the dictates of the budget, to terminate this contract, and/or to review and terminate this contract as is contemplated in Section 116(1)(b)(iii) of the Local Government: Municipal Finance Management Act 56 of 2003, without adjustment to the agreed rates, sums or fees and without payment of any penalty or surcharge in this regard. The supplier shall however be entitled to

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pro-rata payment for all services carried out in terms of any adjustment to the Scope of Work or, in the case of termination, payment for good delivered.

32. Performance Monitoring

- 33.1 As required by section 116(2)(b) of the Local Government: Municipal Financial Management Act 56 of 2003, the City shall monitor the performance of the contractor/supplier on at least a monthly basis, and the contractor agrees to provide the City with its full cooperation in this regard.

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Part C1.3: Form of Performance Guarantee

For use with the Conditions of Contract as described in C1.2: Contract Data Part 1: Contract Data provided by the Employer.

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

"Physical address:

"Employer" means: The City of Cape Town, Water and Waste

"Contractor" means:

"Engineer" means:

"Works" means: Works Projects which may be allocated in the CHQ Region individually or as a whole as the context provides, under Framework Contract No. DP6916Q/2021/22: THE REPAIRS AND MAINTENANCE OF THE LIFTS AT CAPE TOWN CIVIC CENTRE

"Site" means: The site as defined in the Contract Data.

"Contract" means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

"Contract Sum" means: The maximum aggregate amount of R175 000.00

Amount in words:

"Guaranteed Sum" means: The maximum aggregate amount of R

Amount in words: One hundred and seventy-five thousand rand

"Expiry Date" means: The date of issue by the Principal Agent of the last final Practical Completion Certificate for the Works Projects in a region.

CONTRACT DETAILS

Engineer issues: Interim Payment Certificates, Final Payment Certificate and the Performance Certificate as defined in the Contract.

PERFORMANCE GUARANTEE

1. The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
2. The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and up to and including the Expiry Date or the date of payment in full of the Guaranteed Sum, whichever occurs first. The Engineer and/or the Employer shall advise the Guarantor in writing of the date on which the Performance Certificate has been issued.
3. The Guarantor hereby acknowledges that:
 - 3.1 any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
4. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Engineer in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2;
 - 4.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
 - 4.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.
5. Subject to the Guarantor's maximum liability referred to in 1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or



- 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
- 5.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.
6. It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
7. Where the Guarantor has made payment in terms of 5, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
8. Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9.9. The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
10. The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
11. This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 2, whereafter no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
12. This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
13. Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding

that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

A handwritten signature in black ink, consisting of several overlapping loops and a long horizontal stroke.

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LIST OF APPROVED FINANCIAL INSTITUTIONS

The following financial institutions are currently (as at 18 October 2016) approved for issue of contract guarantees to the City:

National Banks:

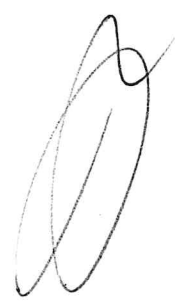
ABSA Bank Ltd.
FirstRand Bank Ltd.
Investec Bank Ltd.
Nedbank Ltd.
Standard Bank of SA Ltd.

International Banks (with branches in SA):

Barclays Bank plc.
Citibank n.a.
Credit Agricole Corporate and Investment Bank
HSBC Bank plc.
JP Morgan Chase Bank
Societe Generale
Standard Chartered Bank

Insurance companies:

ABSA Insurance
Coface s.a.
Compass Insurance Co.
Constantia Insurance Co.
Credit Guarantee Insurance Co.
Guardrisk Insurance Co.
Hollard Insurance Company Ltd.
Infiniti Insurance Limited
Lombard Insurance
New National Assurance Co.
Regent Insurance Co.
Renasia Insurance Company Ltd.
Santam Limited
Zurich Insurance Co.



PART C1.5: OCCUPATIONAL HEALTH AND SAFETY AGREEMENT

AGREEMENT MADE AND ENTERED INTO BETWEEN THE CITY OF CAPE TOWN (HEREINAFTER CALLED THE "EMPLOYER") AND

Schindler Lifts (SA) (Pty) Ltd.
(Contractor/Mandatory/Company/CC Name)

IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 85 OF 1993 AS AMENDED.

I, [REDACTED], representing

Schindler Lifts (SA) (Pty) Ltd., as an employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that ~~we~~ We are insured with an approved licensed compensation insurer.

COID ACT Registration Number: FEM [REDACTED] - FEM [REDACTED]

OR Compensation Insurer: [REDACTED] Policy No.: [REDACTED]

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Council's Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the Occupational Health and Safety Specifications contained in this tender and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan submitted and approved in terms thereof.

Signed at Milnerton on the 13TH day of September 20 22.

[Signature]
Witness

[Signature]
Mandatory

Signed at CAPE TOWN on the 14 day of SEPTEMBER 20 22

Warren

Date: 2022.09.13 10:46:22
+02'00'

Witness

Digitally signed

2022.09.13 10:46:47
+02'00'

for and on behalf of
City of Cape Town

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PART C1.6: PROTECTION OF THE ENVIRONMENT DECLARATION

PROTECTION OF THE ENVIRONMENT DECLARATION

The Contractor will not be given right of access to the Site until this form has been signed

CONTRACT NO.: DP6916Q/2021/22

CONTRACT TITLE: THE REPAIRS AND MAINTENANCE OF THE LIFTS AT CAPE TOWN CIVIC CENTRE

~~I~~/ we, Schindler Lifts (SA) (Pty) Ltd. {Contractor} record as follows:

1. ~~I~~/ we, the undersigned, do hereby declare that ~~I~~/ we ~~am~~ are aware of the increasing requirement by society that construction activities shall be carried out with due regard to their impact on the environment.
2. In view of this requirement of society and a corresponding requirement by the Employer with regard to this Contract, ~~I~~/ we will, in addition to complying with the letter of the terms of the Contract dealing with protection of the environment, also take into consideration the spirit of such requirements and will, in selecting appropriate employees, plant, materials and methods of construction, in-so-far as ~~I~~/ we have the choice, include in the analysis not only the technical and economic (both financial and with regard to time) aspects but also the impact on the environment of the options. In this regard, ~~I~~/ we recognise and accept the need to abide by the "precautionary principle" which aims to ensure the protection of the environment by the adoption of the most environmentally sensitive construction approach in the face of uncertainty with regard to the environmental implications of construction.
3. ~~I~~/ we declare that ~~I~~/ we have read and understood the contents of the Environmental Management Programme (which is comprised of the Environmental Management Specification and its Annexures) for this Contract, and that ~~I~~/ we understand ~~my~~/our responsibilities in terms of enforcing and implementing the Environmental Management Programme. ~~I~~/ we also declare that ~~I~~/ we have made appropriate provision in ~~my~~ our pricing of the Schedules of Rates items for the Environmental Management Programme.
4. ~~I~~/ we acknowledge and accept the right of the Employer to deduct, should he so wish, from any amounts due to ~~me~~/ us, such amounts (hereinafter referred to as fines) as the Principal Agent shall certify as being warranted in view of ~~my~~/ our failure to comply with the terms of the Contract dealing with protection of the environment, subject to the following:
 - 4.1 The Principal Agent, in determining the amount of such fine, shall take into account, *inter alia*, the nature of the offence, the seriousness of its impact on the environment, the degree of prior compliance/non-compliance, the extent of the Contractor's overall compliance with environmental protection requirements and, in particular, the extent to which he considers it necessary to impose a sanction in order to eliminate/reduce future occurrences
 - 4.2 The Principal Agent shall, with respect to any fine imposed, provide ~~me~~/ us with a written statement giving details of the offence, the facts on which the Principal Agent has based his assessment and the terms of the Contract (by reference to the specific clause) which has been contravened.

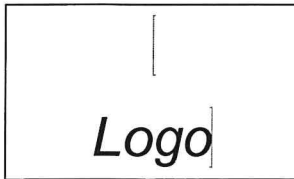
Signed
CONTRACTOR

Date 13.9.2022.

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PART C1.7: INSURANCE BROKER'S WARRANTY

Pro Forma



Letterhead of Contractor's Insurance Broker

Date 13.9.2022.

CITY OF CAPE TOWN
City Manager
Civic Centre
12 Hertzog Boulevard
Cape Town
8001

Dear Sir

CONTRACT NO.: DP6916Q/2021/22

CONTRACT TITLE: THE REPAIRS AND MAINTENANCE OF THE LIFTS AT CAPE TOWN CIVIC CENTRE

NAME OF CONTRACTOR: Schindler Lifts (SA) (PTY) Ltd.

I, the undersigned, do hereby confirm and warrant that all the insurances required in terms of the abovementioned term tender contract have been issued and, in the case of blanket/umbrella policies, will be endorsed to reflect the interests of the CITY OF CAPE TOWN with regard to each Works Project contract, and that all the insurances and endorsements, etc., are all in accordance with the requirements of the contract.

I furthermore confirm that all premiums in the above regard have been paid.

Yours faithfully

Signed: _____

For: Schindler Lifts (SA) (PTY) Ltd.

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PART C1.9: WORKS PROJECT ACCEPTANCE/REFUSAL NOTICE

Should the contractor accept the work opportunity, he shall do so on this form as part of his Works Project offer.

Should the contractor wish to refuse the work opportunity, he shall do so on this form, which must be returned to the offices of the Principal Agent as soon as possible, but not later than the date for submission of the offer.

The contractor who fails to submit a refusal notice, or an offer, by the due date will be **excluded** from further participation in the work allocation process.

1.1  We herewith

ACCEPT	☒	} Tick applicable box
REFUSE	☐	

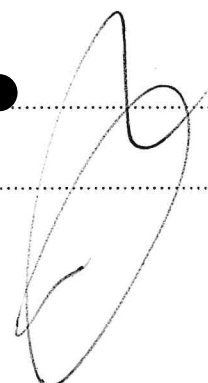
the opportunity afforded to me/us by the City of Cape Town to participate in the work allocation process as set out in the Work Allocation Procedures for the work specified in the Works Project contract document.

 We accept that no contractor will be allocated work unless the contractor has demonstrated to the satisfaction of the Employer that he has the resources, including a site specific construction manager, required for this Works Project.

 We agree to the construction time period specified in the Scope of Work.

CONTRACTOR'S NAME: Schirder Lifts (sm)(Pty) Ltd.

AUTHORISED CONTACT PERSON (NAME): 

SIGNATURE: 

DATE: 13.9.2022.

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PART C2: PRICING DATA

Part C2.1 Pricing Assumptions

Pricing Assumptions mean the criteria as set out below, read together with all Parts of this framework contract document, which it will be assumed in the contract, that the tenderer has taken into account when developing his prices (rates).

These Pricing Assumptions are applicable to the Schedules of Rates in this document. Pricing Assumptions applicable to the Bills of Quantities in Works Project contract documents are provided in such documents.

1. The Schedule of Rates have been drawn up in accordance with the latest edition of the "Standard System of Measuring Building Work published by the South African Association of Quantity Surveyors.

Descriptions in the Schedule of Rates are abbreviated and comply generally with those in the "General Preambles for Trades 2017".

2. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
3. No quantities are set out in the Schedules of Rates and the Contractor will be required to undertake whatever quantities may be directed by the Principal Agent from time to time in the relevant Works Project. The final Contract Price for each completed Works Project shall be computed from the actual quantities of work done, valued at the relevant rates (refer to Clause 10 in these Pricing Assumptions in this regard).
4. Rates inserted in the Schedules of Rates are deemed to be based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
5. The rates (excluding VAT) inserted in the Schedules of Rates shall be the full inclusive rates for the work described under the several items. Such rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable rates shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.



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Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith shall be provided for and included in the rates tendered for such items.

6. A rate is to be entered against each item in the Schedules of Rates for the regions selected by the Tenderer. **An item against which no rate (or rates, in the case of rate categories if provided) is/are entered, or if anything other than a rate or a nil rate (for example, a zero, a dash or the word "included" or abbreviations thereof) is entered against an item, it will also be regarded as a nil rate having been entered against that item, i.e. that there is no charge for that item.** The Tenderer may be requested to clarify nil rates, or items regarded as having nil rates; and the Employer may also perform a risk analysis with regard to the reasonableness of such rates.
7. The units of measurement described in the Schedules of Rates are metric units. Abbreviations which may be used in these Schedules of Rates are as follows:

mm	= Millimetre	h	= hour
m	= Metre	kg	= kilogram
km	= Kilometre	t	= ton (1000 kg)
km-pass	= kilometre-pass	No.	= number
m2	= square metre	sum	= lump sum
m2.pass	= square metre-pass	MN	= meganewton
ha	= Hectare	MN.m	= meganewton-metre
m3	= cubic metre	P C sum	= Prime Cost sum
m3.km	= cubic metre-kilometre	Prov sum	= Provisional sum
l	= Litre	%	= per cent
kl	= Kilolitre	kW	= kilowatt
MPa	= Megapascal	day	= Working day
kPa	= Kilopascal		

8. **Tenderers are only to price their Regions of Preference as they have indicated on the relevant returnable schedule, in accordance with clauses C.1.6.1 and C.2.10.5 in Part T1.2 Tender Data.**
9. Tenderers shall provide rates for the execution of items as specified in the Schedules of Rates. Unless otherwise described in the items in the Schedules of Rates, all rates (sums in particular) apply to individual Works Project contracts. Framework Contract pay items shall be initial one-off payments in the Framework Contract.

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The rates provided in the Schedules of Rates shall be used in representative Works Projects for tender evaluation purposes in accordance with clause C.3.11.1 in Part T1.2 Tender Data, as well as in the allocation of individual Works Projects in accordance with Clause 2.6 in Part C1.2 Contract Data and the Procedures for the allocation of Works Projects referred to therein.

10. Tenderers shall provide rates (excluding VAT) for each required rate category (if provided) for each item specified in every schedule in the Schedules of Rates applicable to the region(s) tendered for (refer to clause C.2.10.5 in Part T1.2 Tender Data). Prime Cost and Provisional Sums will be multiplied by a factor (quantity) to be provided by the Employer at Works Project stage only.
11. Tenderers are referred to clause C.1.6.1 in Part T1.2 Tender Data with regard to working within the boundaries of the one region identified within the City of Cape Town municipal area, as shown on the drawings and as tabled therein.

Rates submitted in the respective Schedules of Rates shall apply to Works Projects executed anywhere within that specific period.
12. The Employer will only order those quantities of work items, which it actually requires for execution in a Works Project from time to time. The Employer reserves the right not to order any quantities at all depending on circumstances and subject to operational requirements.
13. The procedures for allocation of Works Projects are specified in Part C1.2 Contract Data (refer to Clause A2).
14. Clause C.2.13.11 c) in Part T1.2 Tender Data shall be applicable to the submission of Schedules of Rates which have been priced electronically, and which the Tenderer wishes to submit as a printed version with his tender in the place of handwritten priced Schedules of Rates.

If there is found to be any variance between the printed version and the original issued document, the original shall stand. However, where Addenda have been issued which amend the Schedules of Rates, then the printed Schedules of Rates shall take these into account.

The pages of the issued Schedules of Rates should not be removed from the tender document.

15. Tenderers are referred to Clause E8 Measurement and Payment in the Environmental Management (EM) Specification in Part C3.5 in the Scope of Work for the basic principles of measurement and pricing of the EM Specification.
16. Tenderers are referred to Clause 25 in Part C1.2 Contract Data regarding contract price adjustment.

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Part C2.2: Schedules of Quantities

ANNEXURE F SCHEDULE OF RATES

Description	Unit	Qty	Rate	New Rates
ROUTINE MAINTENANCE				
	No.	1		R8 712.00
Monthly maintenance, 22-stops (Area - A2)	No.	1		R8 420.00
Monthly maintenance, 22-stops (Area - A3)	No.	1		R8 420.00
Monthly maintenance, 22-stops (Area - A4)	No.	1		R8 420.00
Monthly maintenance, 22-stops (Area - A5)	No.	1		R8 420.00
Monthly maintenance, 22-stops (Area - A6)	No.	1		R8 420.00
Monthly maintenance, 22-stops (Area - A7)	No.	1		R8 420.00
Monthly maintenance, 22-stops (Area - A8)	No.	1		R8 420.00
Monthly maintenance, 22-stops (Area - A9)	No.	1		R8 420.00
Monthly maintenance, 22-stops (Area - A10)	No.	1		R8 420.00
Monthly maintenance, 24-stops (Area - B1)	No.	1		R9 711.00
Monthly maintenance, 26-stops (Area - B2)	No.	1		R10 352.00
Monthly maintenance, 26-stops (Area - C1)	No.	1		R11 045.00
Monthly maintenance, 21-stops (Area - C2)	No.	1		R9 019.00
Monthly maintenance, 8-stops (Area - D1)	No.	1		R5 180.00
Monthly maintenance, 8-stops (Area - D2)	No.	1		R5 180.00
Monthly maintenance, 8-stops (Area - E1)	No.	1		R5 180.00
Monthly maintenance, 6-stops (Area - F1)	No.	1		R4 490.00
Monthly maintenance, 8-stops (Area - G1)	No.	1		R5 180.00
Monthly maintenance, 8-stops (Area - H1)	No.	1		R5 180.00
Monthly maintenance, 6-stops (Area - J1)	No.	1		R4 490.00
Monthly maintenance, 6-stops (Area - J2)	No.	1		R4 490.00
Monthly maintenance, 7-stops (Area - K1)	No.	1		R4 835.00
Sub-Total (Excl. VAT) Routine Maintenance				R168 824.00
CRITICAL SPARES LIST				
Brake Prints				
BCM 420 Brake Print	No.	1		R7 130.00
BCM 400 Brake Print	No.	1		R10 542.00
PDB 3Q Print	No.	1		R1 967.00
Inspector Labour Pricing				
Site Visit and Audit Report by independent Lift Inspector	No.	1		R4 800.00
Lift Blanket				
Supply and Fit Lift Blanket Goods Lift	No.	1		R23 000.00

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Car Lights				
Supply and Fit LED Car Lights Per Lift	No.	1		R9 520.00
Lobby Vision				
Supply 1 x 8 Port Switch	No.	1		R2 160.00
Supply VDSL Converter	No.	1		R6 158.00
Cube - This will replace the Obsolete Lobby Vision currently on site				
Install 23 Cube Devices (To Install on All 23 Lifts)	No.	1		R368 000.00
Maintenance Contract for Cube per Year	No.	1		R227 700.00
Ropes & Trailing Cable (Price Per Meter)				
6mm Governor	No.	1		R17.00
8mm Governor	No.	1		R29.00
10mm Main Ropes	No.	1		R53.00
16mm Main Ropes	No.	1		R110.00
Trailing Cable 18 core 1mm	No.	1		R418.00
CAT6 0.13mm 4x4x2	No.	1		R454.00
Foyer A				
Brake disc for main motor				
Asix 34Q Print	No.	1		R23 177.00
Car Indicators (Digital Indicator)	No.	1		R18 768.00
Door drive control boxes	No.	1		R22 386.00
Door drive motors	No.	1		R41 638.00
Car door skids	No.	1		R12 680.00
Landing door locks	No.	1		R17 724.00
Panachrome scanner lenses	No.	1		R17 395.00
Panachrome Scanner control boxes	No.	1		R17 884.00
EB Bio Board (Button Interphase Print)	No.	1		R4 873.00
155VAP (Drive Unit)	No.	1		R328 872.00
Landing Port Units	No.	1		R52 138.00
Lonic Print (Top of Car Interphase Print)	No.	1		R15 270.00
LONIBV Print (Door Control Print)	No.	1		R8 992.00
ETSL Unit (Shaft Information Horseshoe Inductor Unit)	No.	1		R25 169.00
Alsis Encoder Unit	No.	1		R14 033.00
Magnetic band tape shoe(LSiS Shoes),	No.	1		R382.00
PTG Print	No.	1		R44 610.00
POE Switch	No.	1		R12 897.00
TAS Unit (Transformer)	No.	1		R14 735.00
Gateway Unit	No.	1		R35 147.00
Lift Flooring replacement	No.	1		R19 600.00
Panachrome Scanner Lenses	No.	1		R17 395.00
Panachrome Scanner Controller	No.	1		R17 884.00
LONCOP 3.Q	No.	1		R6 729.00
Emergency Stop Switch	No.	1		R1 846.00
ALSIS Magnetic Tape 130M	No.	1		R27 599.00

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Overspeed Governor GB 32/5				R53 298.00
PMR 355 Main Motor	No.	1		R841 059.00
GCIOB (Controller Print)	No.	1		R13 446.00
Flash Print SIMM	No.	1		R2 288.00
Limit Switch Complete	No.	1		R2 760.00
Limit Switch Bistable	No.	1		R655.00
Power Supply 24VDC 5A	No.	1		R3 311.00
Lift Flooring Replacement	No.	1		R19 600.00
Foyer B & C				
1 set car buttons	No.	1		R60 900.00
1 set landing buttons	No.	1		R114 400.00
Car indicators	No.	1		R17 936.00
Door drive control boxes	No.	1		R22 868.00
Door drive motors	No.	1		R26 368.00
Car door skids	No.	1		R9 014.00
Landing door locks	No.	1		R12 541.00
Landing indicators	No.	1		R17 856.00
88 VAP (Drive Unit)	No.	1		R246 638.00
Guide shoe inserts	No.	1		R568.00
VF55 Main drive (Landing Button Interphase Print)	No.	1		R127 282.00
LCUM Prints (Landing Button Interphase Print)	No.	1		R5 426.00
Lift Flooring replacement Small	No.	1		R19 600.00
Lift Flooring replacement Big	No.	1		R19 600.00
PMR 560 Foyer B (Big Lift)	No.	1		R2 228 378.00
Diverter Bearings Small (Set)	No.	1		R22 286.00
Diverter Bearings Big (Set)	No.	1		R63 143.00
Lift Flooring Replacement Small	No.	1		R19 600.00
Lift Flooring Replacement Big	No.	1		R19 600.00
PMS 400-D336 (Small Lift)	No.	1		R432 300.00
Foyer K				
1 set car buttons	No.	1		R19 064.00
1 set landing buttons	No.	1		R12 286.00
Right car door skid	No.	1		R8 233.00
Left car door skid	No.	1		R8 233.00
Door drive control box	No.	1		R22 868.00
Landing door locks	No.	1		R17 856.00
Guide shoe inserts	No.	1		R740.00
Spirator unit	No.	1		R2 559.00
Lift Flooring replacement	No.	1		R19 600.00
Podium Lifts				
1 set car buttons	No.	1		R30 628.00
1 set landing buttons	No.	1		R38 436.00

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Car door skids	No.	1		R16 926.00
Door drive control	No.	1		R41 638.00
Landing door locks	No.	1		R20 971.00
Car indicators	No.	1		R31 833.00
Landing indicators	No.	1		R21 620.00
Car door scanner units	No.	1		
VF33BR Drive Unit	No.	1		R56 826.00
Mayr brakes	No.	1		R10 338.00
1 set Car guide shoes	No.	1		R4 496.00
Lift Flooring replacement	No.	1		R19 600.00
Panachrome Scanner Lenses	No.	1		R17 395.00
Panachrome Scanner Controller	No.	1		R17 884.00
Protective Circuit for Mayr Brakes	No.	1		R786.00
Main Motor PMS420	No.	1		R745 000.00
Foyer A (10 Lifts)				
Major clean down of the landing door equipment, shaft equipment, top of car equipment, car door equipment, door drive equipment and pit equipment.	No.	1		(10 Lifts)
				R229 356.00



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Foyer B (2 Lifts)				
Major clean down of the landing door equipment, shaft equipment, top of car equipment, car door equipment, door drive equipment and pit equipment.	No.	1		(2 Lifts)
				R45 872.00
Foyer C (2 Lifts)				
Major clean down of the landing door equipment, shaft equipment, top of car equipment, car door equipment, door drive equipment and pit equipment.	No.	1		(2 Lifts)
				R45 872.00



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Podium (9 Lifts)				
Major clean down of the landing door equipment, shaft equipment, top of car equipment, car door equipment, door drive equipment and the pit.	No.	1		(9 Lifts)
				R144 486.00
Hourly Labour Rate				
Normal Time	No.	1		R1 240.00
Overtime (Week days & Saturday)	No.	1		R1 240.00
Sundays	No.	1		R1 800.00
AD-Hoc supply of part and materials				
Allow for all cost and expenses in connection with the following:				
Allow for all cost and expenses in connection with the following: ADHoc supply of parts and materials. (mark-up %)	% (markup)	1		25%
Allow for all cost and expenses in connection with the following: Specialist services (mark-up %)	% (markup)	1		25%



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PART C3: SCOPE OF WORK

EMPLOYER'S OBJECTIVES

The objective of the City of Cape Town is to appoint a service provider to ensure uninterrupted maintenance of the Cape Town Civic Centre Lifts. The service provider is to ensure that the lifts are operational and safe for use by staff and members of the public who visit the building.

OVERVIEW OF THE WORKS

The works will include planned maintenance and emergency work to the lifts in Civic Centre. The works will involve the following:

- i. Maintenance of lift installations in accordance with the Occupational Health and Safety act
- ii. Maintenance shall include systematic examinations, adjustments and lubrication
- iii. Electrical and mechanical parts shall be repaired or replaced as and when required. This can either be a result of wear and tear or breakdown

EXTENT OF THE WORKS

Work items under this term tender contract may include any one or more of the following:

- Site Establishment
- The supply of labour, tools, equipment, material and supervision to complete the work
- Setting out of the works
- Accommodation of foot traffic during all maintenance or repair activities

The contractor shall provide, as a minimum, the services below and as per the full maintenance contract:

1. To provide FULLY COMPREHENSIVE maintenance in accordance with the terms set out below and as read with section 3.4 (maintenance objectives) and sub-section 3.4.1 (detail of maintenance work).
2. To systematically examine the equipment in accordance with the "OHS Act", the current lift, escalator and passenger conveyor Regulations and the Manufacturer's requirements
3. To maintain all equipment to operate in accordance with the original or revised design specifications / parameters.
4. To ensure that maintenance work of a technical nature shall be performed by "Competent" persons as defined by the Occupational Health and Safety Act

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who are qualified Lift Mechanic/s experienced and skilled in maintaining equipment similar to which are subject matter of this Agreement and who are employed and supervised by the Contractor. The Client reserves the right to request and be granted copies of certificates of qualification/competence for the Lift Mechanic/s and/or Senior Technical personnel

5. Not to permit the Maintenance Agreement to be assigned, transferred or modified without the written approval of the Client.
6. To perform the maintenance and repair work required in terms of this Agreement during regular working hours being Monday to Friday during the hours of 08:00 to 16:30, statutory holidays excluded, except in the case of call-backs. Competent and qualified technicians shall perform all work of a technical nature.
7. To provide callback service twenty-four (24) hours a day, seven (7) days per week. The call-back service shall be carried out at no additional expense to the Client unless caused by misuse or abuse of the equipment. Technicians shall be equipped with adequate communication equipment to ensure a minimum delay in the response to emergency call-backs.
8. To provide on-site, where applicable, lockable steel cabinets located in the lift motor room for the storage of minor spare parts and non-flammable consumables. These parts and cabinets shall at all times remain the property of the Contractor who shall be entitled to remove the parts from the lift motor room at any time. Spares and components of the Contractor thus so stored shall be at their own risk.
9. Spares and components stored on the Client's premises shall thus be for the sole use on the Client's equipment.
10. To maintain locally or nationally an inventory of all regularly wearing parts or parts whose failure can be reasonably predicted / anticipated. These parts shall consist of, but are not limited to, motor brushes, relays and contactors, switches, cams, notches, thrusts, brake liners, bearings, rollers, liners, contacts, coils, hangers, shoes, springs, car lights, call buttons, comb plates, printed circuit boards, and all signal and accessory equipment.
11. To provide and keep or have access to a national or international inventory of all wearing parts in respect of the equipment's maintenance and operation. The Client reserves the right to inspect the spares inventory at any time during the term of the Maintenance Agreement.
12. To ensure that major equipment components not included in the local or national inventory of spares are sourced and ordered prior to these components failing or not being able to deliver an equipment service or operation in terms of this Agreement.
13. To supply, repair and replace all parts of every description made necessary by normal wear and tear without expense to the Client when such replacement or



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repair is deemed necessary by the Contractor in accordance with this Agreement and the manufacturer's requirements. Only parts that are correctly designed, manufactured and suitable in all respects, shall be used.

14. To replace all parts timeously, thereby limiting the incidence of break-downs, unplanned maintenance or repair and consequently maintain maximum equipment operation.
15. To ensure that the down-time does not exceed Four (4) hours per unit per month.
16. To carry out all software, print and equipment changes or revisions, which may become necessary to ensure an operation that conforms to the original design and performance specification or a subsequent, documented and approved revised specification, without expense to the Client.
17. To notify the Client of all improvements or revisions related to the equipment. These notifications shall take the form of technical notices or sales releases under a covering letter from the Contractor's Branch Manager.
18. To ensure that within a two (2) month period after being appointed for the maintenance work, all wiring diagrams and other drawings of a technical nature related to the equipment are available for the sole use of the Contractor; Client or its technical personnel. The wiring diagrams enclosed in plastic protection sleeves shall be located and retained in suitably sized and constructed steel cabinets/enclosures situated within the machine room. Any amendments to these wiring diagrams shall be marked up as a revision and the diagrams reprinted by the Contractor within a ten (10) day period after such change occurring.
19. To provide within a one (1) month period after being appointed for the maintenance work, a maintenance site register located in the machine room and maintain accurate records of all service procedures, site visits, stoppages, break downs, planned repairs and safety related equipment operation tests and checks.
20. To provide within a two (2) month period after being appointed for the maintenance work, a customer communication logbook to maintain accurate record of date of service/repair, description of fault, referencen number, etc. situated at a mutually agreed location for effective two-way communication, between the Building Management staff and the Contractor's personnel. This logbook shall accurately record each and every site visit.
21. To provide on request by the Client or their duly appointed Agents, computer generated reports detailing a history of the equipment call-backs, repairs and break-down repairs.
22. To inform the Client verbally and in writing and act immediately on any potentially hazardous or undesirable situation which may cause harm to persons or which may damage or reduce the life expectancy of the equipment situated within the shaft, machine room, pit and sheave room, or in the immediate

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vicinity of the equipment, even if the hazardous or undesirable situation does not form part of the Contractor's responsibilities.

23. Not to assume ownership or control of the equipment, all of which shall remain exclusively the property of the Client.
24. To inform the Client in writing at least forty-eight (48) hours prior to carrying out of any modification to the existing equipment deemed necessary by the Contractor, even if this modification may benefit the equipment or if the cost of this modification is for the Contractor's account.
25. To inform the Client or it's duly appointed Agents at least one (1) week prior to commencing planned repairs which may necessitate the equipment being removed from service for periods exceeding two (2) hours.
26. To carry out within a thirty (30) day period of being initially awarded the maintenance contract, inspections and issue the necessary Certificates of Compliance. The Contractor shall in addition to placing the original Certificate of Compliance on site, forward to the Client or their duly appointed Agent a copy of the Inspection Certificate.
27. No Alterations or Modifications is to be made to the existing electrical infrastructure without the written consent of the Resident City of Cape Town Engineer.
28. All job cards to be filed on-site. A detailed Monthly Report of the past months maintenance works, callouts, incidents and equipment or items that needs urgent attention in the next month, is to be sent to each resident Facilities/Building Manager respectfully. This report is to be delivered on the last working days of every month

Maintenance Objectives

Without in any way limiting the Contractor's obligations, the Contractor shall ensure:

- I. the safety and comfort of passengers using the equipment,
- II. the accuracy and reliability of the equipment performance,
- III. that preventative maintenance is carried out at all times,
- IV. that the equipment and associated spaces are kept clean and presentable at all times and
- V. that the maintenance is carried out in a programmed sequence (Maintenance Plan) so as to protect the Client's investment.

Call-back Response Times

The Contractor shall ensure at any time of the day or night, Seven (7) days a week, inclusive of all statutory holidays, throughout the maintenance period, that Technicians are available to respond to callbacks with regard to emergencies or break-downs of the



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equipment. The response times to call-backs shall be within the time period as set below and shall be the time the call is received by the Contractor to the time the Technician arrives on site.

Maximum target - Call-back response times	Normal working hours	Outside normal working hours
Passenger entrapments-	20 minutes	40 minutes
Lift out of service	40 minutes	90 minutes

Workmanship

The contractor shall employ only competent artisans to perform maintenance work on the lifts.

The contract shall be executed with the best work in a workmanlike manner to the satisfaction of the engineer. Should any workmanship not be to the satisfaction of the Engineer it shall be rectified at the cost of the contractor.

The contractor shall remain responsible for the correct and complete maintenance of the lifts. Inspection by the Engineer shall not release the contractor from his responsibility.

Quality of Materials

Only materials of high quality and suitable for the climatic conditions of the site shall be used and shall be subject to approval of the Engineer. All material shall conform in respect of quality, manufacture, tests and performance, with the requirements of the SABS or where no such standard exist, conform to the appropriate current specifications of the British Standards Institution. Materials manufactured in South Africa shall as far as possible be used and where applicable shall bear the SABS mark. Imported materials shall comply with the requirements

of the appropriate B.S.I or I.E.C. specification. All materials shall be suitable for the conditions under which the materials are installed and used.

Specification of Maintenance Work

The Contractor shall on a monthly basis regularly and systematically examine the equipment in accordance with all Regulations, this Agreement, the manufacturer's requirements and the Contractors Maintenance Plan, and perform the necessary adjustments, component replacements, cleaning and lubrication. All lubricants shall be of the proper grade for the purpose used and as specified by the manufacturer.

Maintenance work shall include the following:

a) Examining, cleaning and equalizing tensions of all hoist, governor and compensation ropes. Renewing of all ropes, when the rope wear or condition exceeds the manufacturer's specification and / or the OHS Act requirements with regards to the maintenance and discarding of wire ropes. The ropes shall at all times produce an acceptable lift operation and shall ensure an adequate safety factor.

b) Repairing and / or replacing all electrical wiring and conductors extending to all parts of the equipment from the load side of the Main Breaker Switch, distribution panels or other points of supply in the machine room.

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- c) Keeping the guide rails clean and properly aligned to ensure smooth and quiet operation in accordance with the design Agreement.
- d) All oil reservoirs shall be kept properly sealed to prevent leakage.
- e) The pits shall be thoroughly cleaned at maximum **three (3) monthly** intervals except in the case of observation lifts with visible pits, in which case the pits shall be cleaned at least once every month.
- f) Keeping the motor room floor, exterior of the machinery and any other parts of the equipment, properly painted and presentable at all times.
- g) To thoroughly test monthly, car and landing door locks mechanical and electrical, car door leading edge safety devices, emergency alarm bells, intercom, car door open buttons, and escalator handrail brush contacts and emergency stop switches.
- h) To visually inspect monthly, lift floor levels, lift pits, lift door profile rubbers, escalator handrails, escalator comb plates, escalator steps and pits.
- i) To thoroughly test at maximum **two (2) monthly** intervals, buffer electrical safety contacts, safety gear electrical contacts, governor electrical contacts, emergency stop switches and all escalator electrical safety contacts or switches.
- k) To thoroughly test at maximum twelve (12) monthly intervals, the car and counterweight safety gear, speed governors, main brakes and buffers.
- l) To systematically and regularly carry out a major strip and clean (deep clean) on all escalator equipment at maximum eighteen (18) monthly intervals for escalators situated in a protected environment (inside a building or undercover) and twelve (12) monthly intervals for all other escalators (outside).
- m) To thoroughly test by actuating the lift break-glass unit or fire signal at maximum six (6) monthly intervals, the lift emergency fire control operation. The results and date of the test shall be recorded in the site maintenance register. The Client or its duly appointed Technical Personnel shall be informed at least thirty (30) days prior to the test covered under this Section being undertaken.
- o) To thoroughly test by simulation at maximum six (6) monthly Intervals. The lift emergency stand-by power control operation. The results and date of the test shall be recorded in site maintenance register. The Client or its duly appointed Technical Personnel shall be informed at least thirty (30) days prior to the test covered under this Section being undertaken.

Emergency Generator Tests

- a) The City or its duly appointed Agents shall carry out at regular intervals Emergency Generator tests and this shall include the testing of the lift's Emergency Power operation.
- b) The City shall notify the Contractor at least Forty-Eight (48) hours prior to the emergency power test if the times specified under sub section 3.1.3.3 (above) are to be applied.
- c) Should the emergency power test reveal that the lifts do not operate in accordance with the design Agreement, the Contractor shall be contacted and at no additional cost to the Client, a Technician experienced in the operation of the lift's Emergency Power

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operation shall be dispatched and shall arrive on site within a period of forty-five (45) minutes and the defective lift's Emergency Power operation shall be remedied within a twenty-four (24) hour period.

d) Should it be established that the call-out was not as a result of defective lift equipment, the Contractor shall be entitled to charge the Client for the call-out at the relevant call-out rates.

Additional Included Components

The following components are not generally included under a Comprehensive Maintenance Agreement shall be included at no additional cost to the Client and shall form part of the Contractors scope of works.

- a) Lift car enclosure lamps or fluorescent tubes and cleaning of light diffusers.
- b) Lift shaft lighting - lamps or fluorescent tubes
- c) Lift motor room lamps or fluorescent tubes.
- d) Lift intercom systems if the equipment was originally installed by the Lift Manufacturer/Supplier or the previous or current Maintenance Contractor(s). Alternatively, the testing of the lift intercom system and initiating quotes for repairs when needed if this intercom equipment was not originally installed by the Lift Manufacturer / Supplier or Maintenance Contractor(s).
- e) In terms of this Agreement, the replacement of escalator comb-plates shall be limited to the actual landed cost of the units and no Labour costs or mark-up shall be applied. It is accepted that damaged escalator comb plates shall be replaced in the course of the scheduled monthly maintenance site visits unless the damaged unit constitutes a serious safety hazard or on specific instruction by the Client. The Client reserves the right to request documented proof of the actual cost of the escalator comb-plates.

Interaction with the Client/Tenant Service Plan

The Contractor, Branch Manager level, shall participate in the Client's Service Plan by:

- a) Participating in the fault reporting and fault logging procedures.
- b) Establish communication procedures between the Client and the Contractor's fault handling centre.

Passenger Entrapment Safety Procedures

1. Passenger entrapments shall be regarded in a serious light and as a minimum the Contractor shall follow the following safety procedures:
2. On receiving the call-out, the Contractor shall immediately dispatch a competent person (technician level), to release the trapped passengers.
3. The Contractor's Maintenance Plan with regards to passenger entrapment safety procedures shall be applied. However, as a minimum, the procedures as set out below shall be followed.
4. When arriving on site to attend to a passenger entrapment call-out, the Contractor's Technical staff shall follow the following procedures:
5. If the lift car is level with the floor; release the trapped Passenger/s by opening the car doors from the car top or landing and not from the motor room.
6. If the lift car is off level and the passenger/s cannot be released, the car and shaft shall be inspected prior to proceeding to the motor room to move the car manually and the trapped passengers shall be informed accordingly.

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7.To ensure the safe movement of the car to floor level, at least two competent persons will be required to move the car manually, one in the motor room and one on top of the car or alternatively if no access to the top of the car is available, one on the nearest accessible landing to the lift car.

8.When the lift has been moved safely to a floor level the procedure detailed above shall be followed.

9.On releasing the trapped passengers Contractor's staff shall endeavour to take the names and contact telephone number of the trapped passengers and enquire if there were any injuries. This information shall be included in the report to the client. Should an injury be reported or if the passenger entrapment call-out meets the requirements of an incident as defined in the OHS Act, Section-21.3 shall apply.

10. The Contractor shall only place the lift back into operation once the fault has been isolated and rectified.

The Contractor's senior technical staff (Adjuster / Field Engineer level) shall be notified of each and every passenger entrapment call-out. Within two (2) working days on receiving the passenger entrapment call-out, a report action undertaken shall be emailed to the Client or their duly appointed Managing Agent or Representative.

Maintenance Plan

a. The Contractor shall prepare a detailed Maintenance Plan for all equipment prior to the commencement of the project, which the Client shall review and acknowledge, and which shall form an integral part of the Maintenance Agreement.

b. The Contractor shall perform the maintenance in accordance with the Maintenance Plan. Acceptance of the Maintenance Plan by the Client or its duly appointed Agents shall not limit in any way the Contractor's responsibility to undertake, whatever tasks are required during the maintenance period to ensure achievement of the Maintenance Objectives and safe operation of the lifts.

c. The Maintenance Plan, which is an integral part of this Agreement, shall include, as a minimum, the month by month program for a 36 month period detailing the work planned to be carried out on each item of equipment.

d. The maintenance work shall be monitored and reported against the Maintenance Plan, and the terms and conditions of this Agreement. The Maintenance Plan shall be reviewed and updated as necessary by agreement between the parties.

e. Where the Maintenance Plan is in conflict, by way of offering a lesser service, with this Agreement, this Agreement shall be deemed to supersede the Contractor's Maintenance Plan.

f. In addition to the above, the maintenance plan shall clearly indicate:

a. The safety procedures to be followed when passenger entrapment call outs are received. These procedures shall include from the time the callout is received to the time the lift is put back into operation.

d. A brief but clear description on how the maintenance time is calculated for lift and escalator installations. A "maintenance time calculation sheet" shall be considered as an acceptable description.

e. The actual planned or target maintenance time for specific units shall be clearly shown in.

Equipment Modernization

Should the equipment require modernisation or full replacement, the City reserves the right to appoint any contractor of its choice for the modernisation or upgrade works or replacement works and the City reserves the right to exclude the site from this contract.

Inspections

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1. The Client or their duly appointed Agents shall retain the right to witness and /or verify the performance of any maintenance work by the Contractor at any time.

2. Contractor's Annual Inspections /Surveys:

a. To enable the Contractor to effectively monitor the equipment's maintenance, detailed annual inspections of the equipment shall be undertaken by the Contractor's senior personnel (supervisor level) or the Contractor's Quality Assurance Inspectors.

b. The details of the annual inspections date of inspection and the condition of the equipment shall be recorded on a checklist signed and certified by the Contractor's Representative.

c. Should any defects or remedial work be required in terms of the Annual Inspection, the Contractor shall expeditiously undertake the corrective work. Should any of the items noted in the Annual inspection not be rectified within a two (2) week period, the Contractor shall forward the Client with a copy of a detailed works program.

d. The Client or it's duly appointed Agents shall have the right to request copies of the Annual inspection checklists.

3. Independent Inspections

- The Client shall have the right to authorise independent inspections of individual or entire equipment installations using suitably qualified personnel at any time and the results of such inspections shall be promptly communicated in writing to the Contractor. Should any defects or remedial work be required in term of this Agreement, the Contractor shall expeditiously undertake within a mutually agreed time period the corrective work. When the Contractor's work has been completed satisfactorily, the Client or its duly appointed Agent(s) shall be notified in writing. In the opinion of the Client, a further follow-up inspection by the Client or its Agent(s) may be conducted



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PART C4: SITE INFORMATION

CONTENTS

C4.1 ENVIRONMENTAL CONDITIONS

For environmental details refer to Part C3.4 Construction, Section 3.4.1, City of Cape Town Standard Mechanical Specifications, Clause D3: Climatic Conditions.

For the purpose of this Specification, the Treatment Works shall be regarded as coastal with some industrial pollution.

A handwritten signature in black ink, consisting of a large, stylized 'A' followed by a cursive 'W'.

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