



**prasa**  
PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

## REQUEST FOR QUOTATION (RFQ)

**RFQ NUMBER: WCR 04/2023**

**REQUEST FOR QUOTATION (RFQ) FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF GENERAL REPAIRS AND MAINTENANCE OF LIFTS AND ESCALATORS FOR A PERIOD OF 3 YEARS (36 MONTHS) WITHIN WESTERN CAPE REGION**

## SECTION 1: SBD1

### PART A INVITATION TO BID

#### YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PASSENGER RAIL AGENCY (PRASA)

BID NUMBER:	<b>WCR 04/2023</b>	CLOSING DATE:	<b>12 July 2023</b>	CLOSING TIME:	<b>12:00 PM</b>
DESCRIPTION	<b>APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF GENERAL REPAIRS AND MAINTENANCE OF LIFTS AND ESCALATORS FOR A PERIOD OF 3 YEARS (36 MONTHS) WITHIN WESTERN CAPE REGION</b>				
<b>BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT <i>(STREET ADDRESS)</i> : <b>1<sup>st</sup> Floor Tower Block Building</b> <b>Cape Town Station</b> <b>8001</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>					
CONTACT PERSON	<b>Qaqamba Kona</b>				
TELEPHONE NUMBER	<b>021 449 3039</b>				
E-MAIL ADDRESS	<a href="mailto:gkona@prasa.com">gkona@prasa.com</a>				
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAA._____.

<p>2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

<p>IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</p>	<p><input type="checkbox"/>YES <input type="checkbox"/>NO</p>
<p>DOES THE ENTITY HAVE A BRANCH IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p>IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</p>	<p><input type="checkbox"/> YES <input type="checkbox"/> NO</p>
<p><b>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b></p>	

### PART B: TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER**
- 1.3. **PRESCRIBED IN THE BID DOCUMENT.**
- 1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN)

ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g., company resolution)

DATE: .....

**NB:**

- ***Quotation(s) must be addressed to PRASA before the closing date and time shown above.***
- ***PRASA General Conditions of Purchase shall apply.***

## **SECTION 2**

### **NOTICE TO BIDDERS**

#### **1. RESPONSES TO RFQ**

Responses to this RFQ [Quotations] must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

Proposals must reach the PRASA before the closing hour on the date shown on SBD1 above and must be enclosed in a sealed envelope.

#### **2 COMMUNICATION**

Respondent/s are warned that a response will be liable for disqualification should any attempt be made either directly or indirectly to canvass any SCM Officer(s) or PRASA employee in respect of this RFQ between the closing date and the date of the award of the business.

#### **3 BIDDERS COMPLAINTS PROCESS**

3.1 Bidders are advised utilize this email address (SCM.Complaints@prasa.co.za) for lodging of complains to PRASA in relation to this bid process. The following minimum information about the bidder must be included in the complaint:

3.1.1 Bid/Tender Description

3.1.2 Bid/Tender Reference Number

3.1.3 Closing date of Bid/Tender

3.1.4 Supplier Name.

3.1.5 Supplier Contact details

3.1.6 The detailed compliant

#### **4 LEGAL COMPLIANCE**

The successful Respondent shall be in full and complete compliance with any and all applicable national and local laws and regulations.

#### **5 CHANGES TO QUOTATIONS**

Changes by the Respondent to its submission will not be considered after the closing date and time.

## **6 PRICING**

All prices must be quoted in South African Rand on a fixed price basis, including all applicable taxes.

## **7 BINDING OFFER**

Any Quotation furnished pursuant to this Request shall be deemed to be an offer. Any exceptions to this statement must be clearly and specifically indicated.

## **8 DISCLAIMERS**

PRASA is not committed to any course of action as a result of its issuance of this RFQ and/or its receipt of a Quotation in response to it. Please note that PRASA reserves the right to:

- Modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- Reject Quotations submitted after the stated submission deadline or at the incorrect venue;

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, PRASA reserves the right to cancel the contract.

PRASA reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another Respondent.

Should the preferred fail to sign or commence with the contract within a reasonable period after being requested to do so, PRASA reserves the right to award the business to the next highest ranked Respondent provided that he/she is still prepared to provide the required goods at the quoted price.

## **9 LEGAL REVIEW**

Proposed contractual terms and conditions submitted by a Respondent will be subjected to review and acceptance or rejection by PRASA's Legal Counsel, prior to consideration for an award of business.

## **10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the

verification of certain key supplier information. PRASA is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

## 11 PROTECTION OF PERSONAL DATA

In responding to this bid, PRASA acknowledges that it may obtain and have access to personal data of the Respondents. PRASA agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

Furthermore, PRASA will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, PRASA requires Respondents to process any personal information disclosed by PRASA in the bidding process in the same manner.

## 12 EVALUATION METHODOLOGY

PRASA will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

EVALUATION CRITERIA	WEIGHTING
<b>Stage 1</b>	<b>Compliance</b>
Stage 1A - Mandatory Requirements	
Stage 1B – Other Mandatory Requirements	
Stage 1C – Documents required for Scoring	
<b>Stage 2</b>	<b>Technical/Functionality</b>
Technical/Functional Requirements	Threshold of 65%
<b>Stage 3</b>	<b>Price and Specific Goals</b>
Price	80
Specific Goals	20
<b>TOTAL</b>	<b>100</b>

## 13 ADMINISTRATIVE RESPONSIVENESS

The test for administrative responsiveness will include completeness of response and whether all returnable and/or required documents, certificates; verify completeness of warranties and other bid requirements and formalities have been complied with. Incomplete Bids will be disqualified.

## 14 VALIDITY PERIOD

14.1 PRASA requires a validity period of **60 Working Days** from the closing date.

14.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the delegated authority has approved the process the validity of the successful respondent(s)' bid will be deemed to remain valid until finalization of the award.),

## 15 PUBLICATION OF INFORMATION ON THE NATIONAL TREASURY E-TENDER PORTAL

Respondents are to note that, bid awards, amendments and cancellations will be published on the e-tender portal and or media used to advertise the bid. For the award of business, PRASA is required to publish the prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), on CIDB website for construction related RFQ's. (*Where applicable*).

## 16 RETURNABLE DOCUMENTS

**Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with the quotation based on the consequences of non-submission as indicated below:

### 16.1. Mandatory Returnable Documents

Failure to provide Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all documents are returned with their Quotations.

## 17 BRIEFING SESSION

A Compulsory RFQ briefing session **will be held on the 27 June 2023, at 11:00 for a period of an hour at Prasa Cres Boardroom, 1<sup>st</sup> floor Tower Block, Cape Town Station.** The briefing session will start punctually at **11:00**, and information will not be repeated for the benefit of Respondents joining late.



## SECTION 3

### 1 EVALUATION CRITERIA:

Bidders are to comply with the following requirements and failure to comply may lead to disqualification.

#### Stage 1A – Mandatory Compliance Requirements

If you do not submit/meet the following mandatory documents/requirements, your bid will be automatically disqualified:

No.	Description of requirement	
a)	Price Schedule/Bill of Quantities (BOQ) and pricing and delivery form (Section 4) must be submitted as volume 2 in <b>Envelope 2</b> .	
b)	Completion and submission of ALL RFQ documentation which includes SBD Documents/Forms (includes ALL declarations and Commissioner of Oath signatures required)	
c)	Joint Venture / Consortium agreement / Trust Deed/ Confirmation in writing of intention to enter into a JV or consortium agreement should they be awarded business by PRASA through this RFQ process (if applicable)	
d)	<b>The proof of Active CIDB grading level 2 SI or higher</b> . Joint Venture Bidders must submit joint/consolidated grading certificate.	
e)	Valid Letter of Good Standing (i.e. COIDA from Department of Labour);	
f)	Bidders to fill and sign the Submission register at reception / security on submission of tender documents	
g)	Attendance Certificate of Compulsory Briefing or proof of attendance of briefing session (Signing of attendance register).	

#### Stage 1B –Other Mandatory Requirements

If you do not submit/meet the following other mandatory documents/requirements, at Pre-award stage PRASA may request the bidder to submit the information within five (5) working days. Should this information not be provided, your bid proposal will be disqualified at pre-award.

Other-Mandatory Returnable Document		
No.	Description of requirement	
a)	Proof of Company Registration Documents, (Certificate of Incorporation or CK1 or CK2)	
b)	Copies of Directors' ID documents;	
c)	Valid Tax Pin letter (must be valid on closing date of submission of the proposal) issued by SARS.	
d)	CSD Summary report / CSD reference number	

e)	Proof of Bank Account (i.e. letter issued by the bank)	
f)	Completion and submission of SBD5	

**Stage 1C: Documents required for Scoring** - Documents required for Scoring - The following Non-Mandatory Documents used for purposes of scoring a bid. If not submitted by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive a score of zero for the applicable evaluation criterion: -

No.	Description of requirement	
a)	Certified Copy of ID Documents of the Owners	
b)	Audited Annual Financials/ B-BBEE Certificate/Affidavit	
c)	CIPC Documents / B-BBEE Certificate/Affidavit (original or certified copy)	
d)	Certified copy of ID Documents of the Owners and Doctors note confirming disability.	

## Stage 2: Technical Evaluation

Qualifying bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is 65% as per the standard Evaluation Criteria presented in **Error! Reference source not found.** above. Bidders who score below this minimum requirement shall not be considered for further evaluation in stage 3.

Details of the technical/functional requirements are presented in the Table 1 below.

ITEM	CRITERIA	WEIGHT
1.1	Company Experience	40
1.2	Experience Of Key Personnel	40
1.3	Financial Capability	20
	<b>TOTAL</b>	<b>100</b>

Table 1: Technical Evaluation Criteria

## Functional Evaluation Criteria

Bidders are evaluated based on the functional criteria set out in this RFQ. Only those Bidders which score **65%** or higher during the functional evaluation will be evaluated during the third stage of the Bid.

### Details of the scoring methodology presented above are outlined below:

Details of the scoring methodology presented above are outlined below:

1 = Poor information submitted, 2 = Fair/average, 3 = Good, 4 = acceptable or very good and 5 = Excellent.

CRITERIA		WEIGHT	SCORES
Service Provider's experience		40	<p>Provide a list of previous contracts of a similar nature, i.e., Lift and Escalators, successfully completed in the past 5 years with reference letters and the appointment letters from main clients for each completed contract.</p> <p>The tenderer must submit the reference letter in from the previous client signed on company letter head. The reference letters must indicate the following:</p> <ul style="list-style-type: none"> <li>• Whether the project was completed on time and adhered to program of works.</li> <li>• Quality of work that was done.</li> <li>• The Value of the contract</li> </ul> <p>NOTE: Should the reference letter indicate that:</p> <p>i) The contract was not completed within the stipulated project program/time due to delays attributed to the Service Provider, or</p> <p>ii) The expected quality of work was not met, i.e., work not done according to specification, such reference letter shall not be accepted.</p>

		<p>0: No Submissions</p> <p>1: Previous jobs completed (with signed written contactable reference letters and appointment letters from clients) to the value less than R500 000 in the last 5 year.</p> <p>2: Previous jobs completed (with signed written contactable reference letters and appointment letters from clients) summing to the value of R500 001 - R750 000 in the last 5 year.</p> <p>3: Previous jobs completed (with signed written contactable reference letters and appointment letters from clients) summing to the value of R750 001 – R1 000 000 in the last 5 years.</p> <p>4: Previous jobs completed (with signed written contactable reference letters and appointment letters from clients) summing to the value of R1 000 001 - R2 000 000 in the last 5 years</p> <p>5: Previous jobs completed (with signed written contactable reference letters and appointment letters from clients) summing above the value of R2m in the last 5 years</p>
<p>Experience Key staff (assigned site personnel) in relation to the scope of work.</p> <p>List all Site Staff proposed for this Contract and Experience With copies of CV's Trade Test / Certificates &amp; Previous experience of Artisans</p>	40	<p>0: No Submissions</p> <p>1: No proof of experienced key staff provided</p> <p>2: One Artisan with Lift/Electrical Trade Test Certificate</p> <p>3: Two Artisans with Lift/Electrical Trade Test Certificate</p> <p>4: Three Artisan with Lift/Electrical Trade Test Certificate</p> <p>5: Four or more Artisan with Lift/Electrical Trade Test Certificate</p>

Min: 3 Teams of at least (1xArtisan + 2 General worker) required per Service Provider. Trade or relevant certificates within the Lift mechanic/Electrical industry		
Financial Capacity: Operating cash flow (Cash Flow and Financial Statement to be submitted)	20	<p><u>Financial Capability:</u> Cash-flow Operating cash flow ratio measures a company's short-term liquidity. Formula: Operating Cash Flows Ratio = Cash Flows from Operations/Current Liabilities (Submit Latest/most recent (not more than 2 years old) financial statement signed off by registered professional Accountant)</p> <ol style="list-style-type: none"> <li>0. No Submission of financial Statement</li> <li>1. Submission of incomplete or irrelevant financial Statement</li> <li>2. Operating Cash Flows Ratio <math>X \leq 0</math></li> <li>3. Operating Cash Flows Ratio <math>X \leq 0.5</math></li> <li>4. Operating Cash Flows Ratio <math>X &gt; 0.5 \text{ \_ } X &lt; 1</math></li> <li>5. Operating Cash Flows Ratio <math>X \geq 1</math></li> </ol>

**Note: Bidders that fail to achieve the minimum overall qualifying score of 65% on functional/ technical requirements will not be considered for further Price and Specific Goals (Stage 3) evaluation.**

### Stage 3- Price and Specific Goals

The following formula, shall be used to allocate scores to the interested bidders:

The maximum points for this tender are allocated as follows:

DETAILS	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

### FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### POINTS AWARDED FOR PRICE

#### THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20

$$PS = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## POINTS AWARDED FOR SPECIFIC GOALS

3.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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

The specific goals allocated points in terms of this tender	Acceptable Evidence	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Black Women Owned</b>	Certified copy of ID Documents of the Owners	3	
<b>Black Owned 51%</b>	Certified copy of ID Documents of the Owners	8	
<b>Black Youth Owned</b>	Audited Annual Financial/ B-BBEE Certificate / Affidavit	2	
<b>EME 51% Black Owned</b>	CIPC Documents / B-BBEE Certificate/Affidavit	6	
<b>People with disability (PWD)</b>	Certified copy of ID Documents of the Owners and Doctors note confirming disability.	1	
<b>Total</b>		20	

## SECTION 4

### PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule **SECTION 9:**

- 1 Prices must be quoted in South African Rand, inclusive of all applicable taxes.
- 2 Price offer is firm and clearly indicate the basis thereof.
- 3 Pricing Bill of Quantity is completed in line with schedule if applicable.
- 4 Cost breakdown must be indicated.
- 5 Price escalation basis and formula must be indicated.
- 6 To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 7 Please note that should you have offered a discounted price(s), PRASA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- 8 Respondents are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Respondent. PRASA may:
- 9 negotiate a market-related price with the Respondent scoring the highest points;
- 10 if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points;
- 11 if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points;
- 12 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFQ.

I / We \_\_\_\_\_ (Insert Name of  
Bidding \_\_\_\_\_ Entity) \_\_\_\_\_ of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ code

(Full address) conducting business under the style or title of:  
\_\_\_\_\_ represented by:

\_\_\_\_\_ in my capacity as:  
\_\_\_\_\_ being duly

authorised, hereby offer to undertake and complete the above-mentioned work/services at the prices



quoted in the bills of quantities / schedule of quantities or, where these do not form part of the contract,  
at a lumpsum, of R

\_\_\_\_\_ (amount in  
numbers);

\_\_\_\_\_  
(amount in words) Incl. VAT.

**DELIVERY PERIOD:** Suppliers are requested to offer their earliest delivery period possible.

Delivery will be effected within ..... working days from date of order. (To be completed by Service  
provider)

## SECTION 5

### PRASA GENERAL CONDITIONS OF PURCHASE

#### General

PRASA and the Supplier enter into an order/contract on these conditions to supply the items (goods/services/works) as described in the order/contract.

#### Conditions

These conditions form the basis of the contract between PRASA and the Supplier. Notwithstanding anything to the contrary in any document issued or sent by the Supplier, these conditions apply except as expressly agreed in writing by PRASA.

No servant or agent of PRASA has authority to vary these conditions orally. These general conditions of purchase are subject to such further special conditions as may be prescribed in writing by PRASA in the order/contract.

#### Price and payment

The price or rates for the items stated in the order/contract may include an amount for price adjustment, which is calculated in accordance with the formula stated in the order/contract.

The Supplier may be paid in one currency other than South African Rand. Only one exchange rate is used to convert from this currency to South African Rand. Payment to the Supplier in this currency other than South African Rand, does not exceed the amounts stated in the order/contract. PRASA pays for the item within 30 days of receipt of the Suppliers correct tax invoice.

#### Delivery and documents

The Supplier's obligation is to deliver the items on or before the date stated in the order/contract. Late deliveries or late completion of the items may be subject to a penalty if this is imposed in the order/contract. No payment is made if the Supplier does not provide the item as stated in order/contract.

Where items are to be delivered the Supplier:

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On dispatch of each consignment, sends to PRASA at the address for delivery of the items, an advice note specifying the means of transport, weight, number of volume as appropriate and the point and date of dispatch; Sends to PRASA a detailed priced invoice as soon as is reasonably practical after dispatch of the items, and states on all communications in respect of the order the order number and code number (if any).

## **Containers / packing material**

Unless otherwise stated in the order/contract, no payment is made for containers or packing materials or return to the Supplier.

## **Title and risk**

Without prejudice to rights of rejection under these conditions, title to and risk in the items passes to PRASA when accepted by PRASA.

## **Rejection**

If the Supplier fails to comply with his obligations under the order/contract, PRASA may reject any part of the items by giving written notice to the Supplier specifying the reason for rejection and whether and within what period replacement of items or re-work are required.

In the case of items delivered, PRASA may return the rejected items to the Supplier at the Supplier's risk and expense. Any money paid to the Supplier in respect of the items not replaced within the time required, together with the costs of returning rejected items to the Supplier and obtaining replacement items from a third party, are paid by the Supplier to PRASA.

In the case of service, the Supplier corrects non-conformances as indicated by PRASA.

## **Warranty**

Without prejudice to any other rights of PRASA under these conditions, the Supplier warrants that the items are in accordance with PRASA's requirements, and fit for the purpose for which they are intended, and will remain free from defects for a period of one year (unless another period is stated in the Order) from acceptance of the items by PRASA.

## **Indemnity**

The Supplier indemnifies PRASA against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his subcontractors, agents or servants, or from the Supplier's defective design, materials or workmanship.

The Supplier indemnifies PRASA against claims, proceedings, compensation and costs payable arising out of infringement by the Supplier of the rights of others, except an infringement which arose out of the use by the Supplier of things provided by PRASA.

## **Assignment and sub-contracting**

The successful Respondent awarded the contract may only enter into a subcontracting arrangement with PRASA's prior approval. The contract will be concluded between the successful Respondent and

PRASA, therefore, the successful Respondent and not the sub-contractor will be held liable for performance in terms of its contractual obligations.

### **Governing law**

The order/contract is governed by the law of the Republic of South Africa and the parties hereby submit to the non-exclusive jurisdiction of the South African courts.

## **SECTION 6**

**SBD4**

### **BIDDER'S DISCLOSURE**

#### **1. PURPOSE OF THE FORM**

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

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

#### **2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

---

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder,

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

directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## **SBD 5: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

<b>This document must be signed and submitted together with your bid</b>
--

### **INTRODUCTION**

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

complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

## 1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US\$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

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

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

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

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

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

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

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1

(d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

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



- Value of the contract.
- Imported content of the contract, if possible.

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

#### 4 PROCESS TO SATISFY THE NIP OBLIGATION

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

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

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

Bid number ..... Closing date:.....

Name of bidder.....

Postal address .....

.....

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

Date.....

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

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

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

### 1. GENERAL CONDITIONS

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

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

#### 1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

#### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.2. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.3.1. POINTS AWARDED FOR PRICE

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

### 80/20

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

***(Note to organs of state: Where 80/20 preference point system is applicable, corresponding points must also be indicated as such.)***

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

The specific goals allocated points in terms of this tender	Acceptable Evidence	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Black Women Owned</b>	Certified copy of ID Documents of the Owners	4	
<b>Black Youth Owned</b>	Certified copy of ID Documents of the Owners	2	
<b>EME 51% Black Owned</b>	Audited Annual Financial/ B-BBEE Certificate / Affidavit	8	
<b>51 % Black Owned</b>	CIPC Documents / B-BBEE Certificate/Affidavit	6	
<b>Total</b>		20	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## SECTION 7

### CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING

<b>Request number:</b>	<b>WCR 04/2023</b>
<b>Request for Proposal:</b>	<b>APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF GENERAL REPAIRS AND MAINTENANCE OF LIFTS AND ESCALATORS FOR A PERIOD OF 3 YEARS (36 MONTHS) WITHIN WESTERN CAPE REGION</b>

#### Attendance

This is to certify that \_\_\_\_\_ has / have today attended the site inspection / RFQ briefing session to which this enquiry relates.

THUS DONE and SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ for / on behalf of PRASA

\_\_\_\_\_ Designation

#### Acknowledgement

**This is to certify that the Bidder attended the above mentioned briefing session/ site inspection and has / have acquainted himself / themselves with the Contract, Project Specification / Special Conditions, Specifications and / or Bills of Quantities / Schedule of Quantities / Schedule of Prices, together with the drawings enumerated therein, as laid down by the PRASA for the carrying out of the proposed WORKS to which the enquiry relates**

**THUS DONE and SIGNED at \_\_\_\_\_**  
**on this \_\_\_\_\_ day of \_\_\_\_\_**

**DULY AUTHORISED SIGNATORY(IES)      WITNESSES**

1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 3. \_\_\_\_\_

## SECTION 8

### SPECIFICATION/SCOPE OF WORK

#### OVERVIEW OF THE WORKS

The contractor will conduct preventive maintenance monthly as per statutory requirements, attend to breakdowns, procure and install spares on PRASA's behalf and PRASA will reimburse at cost plus mark up.

#### EXTENT OF THE WORKS

The service provider will be required to execute the following:

- Maintain and repair lifts and escalators,
- Fulfil all statutory requirements in terms of Occupational Health and Safety Act
- Make recommendations with regards to upgrades available in the market.

#### GENERAL CHECKS ON LIFTS

- Inspect car interior.
- Observe starting and stopping for signs of deterioration or malfunctions.
- Observe floor levelling to ensure it is within tolerance.
- Check the operation of the car and the landing doors and ensure all reversal devices function properly.
- Check the operation of all controls within the car and especially the alarm device.
- Check the operation of normal and emergency lighting

#### CONTROLLER

- Check all electrical connections for tightness
- Ensure ventilation fans and grills are clean and functioning
- Check fuse devices
- Keep all parts clean of dust
- The condition of relay contacts should be checked to ensure correct operation
- Ensure cabinet doors are locked shut after inspection

#### LANDING FIXTURES

- Check the operation of all fixtures.
- Check the operation of the fire service switches

#### LANDING ENTRANCES

- Clean the landing door tracks.
- Check the doors for free operation.
- Check that the doors will close due to gravity or spring force.
- Check correct engagement and contact wipe
- Check for excessive play in the bottom shoes
- Check the condition of the air cords or other coupling devices
- Check that bolts and fixing are tight
- Check the condition of the panels for damage
- Check the glass doors for fractures and replace damaged panels immediately
- Check the correct setting of thrust devices
- Check fixing bolt of the tracks and seals for tightness
- Inspect architraves and trims for damage and tightness



## GUIDE RAILS

- Check that the joints are secured
- Remove dirt and dust
- Ensure oil pots are full

## BELTS AND TERMINAL HITCHES

- Inspect the main belts for signs of deterioration
- Check that all the terminations are tight and secure
- Check and adjust the lengths to maintain correct over-runs
- Ensure the rope tensions are equal

## CAR ENTRANCE AND OPERATOR

- Clean the car door tracks of all debris
- Check that all the fixings are secure
- Check the adjustment of the door coupling mechanism and that all components are secure
- Check the door shoe for excessive movement or wear
- Check the up-thrust devices for minimum clearance
- Check the electrical cables for signs of damage
- Check the clearances door panels and returns
- Check the operation of the door locking mechanism
- Check the door closing speed and force
- Check the operation of the door open button and all other reversal devices

## HOISTWAY SWITCHES

- Clean the switches and check arms and rollers for free movement
- Check the function of all terminal switches
- Check the running clearance of inductors and magnets

## CAR FRAME EQUIPMENT

- Clean off lint and dust
- Ensure all the joints are secured
- Check for excessive clearance on sliding type shoes
- Investigate any unusual noise, heat or vibration
- Check the free operation of the safety gear linkage
- Ensure adequate clearance is maintained between the safety blocks and the rails
- Check the safety gear for correct engagement
- Check the condition and the adjustment of cab steadier devices
- Check that trailing cables are correctly hanging and check for any signs of damages
- Check the condition of all sheave grooves

## TRACTION MACHINE AND BRAKE

- Investigate any unusual noise, heat, vibration or any excessive movement of parts
- Check for loose bolts and fixings.
- Check and ensure that traction sheave is secure.
- Inspect the sheave for wear and damage.
- Check the condition of the electrical connections.
- Inspect the brake for free operation and minimum lift.
- Check the machine brake release

### COUNTERWEIGHT

- Check that the weights are properly secured.
- Check the sheave, frame, comp ropes, chain and guiding devices.
- Check the sheave for lubrication.
- Ensure free operation of any safety gear linkage.
- Ensure adequate clearance is maintained between safety blocks and rails.
- Check the safety gear for correct engagement

### PIT EQUIPMENT

- Check movement of the governor tension device and check the switch.
- Check the buffer is secure.
- Check that the compensation chains or free rope compensation are hanging correctly.
- Ensure all equipment is clean

### Please note:

The scope of service is only for existing, serviceable and commissioned assets and should asset become unavailable or replaced, the contractor will cease maintenance on those assets and adjust price accordingly.

Competent lift service provider as per occupational health and safety Act, (85 of 1993).

### LEGISLATIVE RECORDS

Legislative Records / Certificates and Maintenance records needed	Frequency of records
Annex A - Certificate of Commissioning acceptance test for electric lifts (SANS 1545-1)	<ul style="list-style-type: none"> <li>• Before a people mover is put into use for the first time</li> <li>• After any modification has been affected.</li> </ul>
Annex B - Comprehensive report for Electric Lifts (SANS 1545-1)	<ul style="list-style-type: none"> <li>• After a failure that could have endangered lives of users</li> <li>• Whenever there has been a change in the competent lift service provider Every 24 months</li> </ul>

### LOW SERVICE DAMAGES

The Prospective service provider will be responsible for achieving asset availability of 95% for elevators. This achievement will be used as key performance indicator. Failure to achieve average KPI will attract low service damages/ penalties in terms of contract.

### Low service damages/ penalties tables

Progressive Punitive low service agreement which are entirely the contractor's fault shall be applied as below:

Item No.	Achieved Overall System Availability per Month	Payment presentence
1	100% - 95.00%	100% Full fixed cost billed, minus any other low service damages included in this contract.
2	94.99% - 90.00%	2.5% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
3	89.99% - 85.00%	5% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
4	84.99% - 80.00%	7,5% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
5	79.99% - 75.00%	10% reduction of monthly maintenance & inspection costs minus any other low service damages included in this contract.
6	75.00% and below	Non-Performance process to be followed

***\*Any availability less than 80% for six consecutive months (which is the entirely the contractor's fault) will lead to contract termination.***

#### **SERVICE PROVIDER SERVICE PERFORMANCE EXPACTION**

Not meeting system (average time to recovery) ATTR of 0.667 Hrs (40min) (i.e. ATTR >0.667 Hrs (40min)).	Non -performance letter to be issued
Not meeting system Average time between failures ATBF 48 Hrs (i.e. ATBF > 48Hrs)	Non -performance letter to be issued
Occupational health and safety act 85 of 1993 (Non-compliance with the OHS Act and its associated regulations (for example: leaving moving machinery exposed)	Non -performance letter to be issued
Less than 100% of planned maintenance (PMs) completed per month (unless the delay in repair was agreed to by the Project Manager or his/her duly authorized representative or unless the required spares are not available to complete the work). Note work is complete after the PMs have been correctly completed returned to the contract manager and the MTD form has been completed, job has been closed out with facilities Helpdesk.	Non -performance letter to be issued
Other occupational health and safety act 85 of 1993 which are criminal offences according to the OHS act	Termination
3 Months Consecutive (monthly on contract period) occupational health and safety act 85 of 1993 of the same offence/class	Termination

## a. Emergency Response time

PRASA deems an emergency as a situation caused by unforeseen circumstance. This is only instances where:

- Delaying sourcing the required goods,
- Works or services will result in Loss of life or injury,
- Reputational harm,
- Financial losses,
- Legal consequences,
- Interruption of essential or
- Business services and
- Any other relevant consideration

Average Response Time

Item Description	Response Time
Normal working hours	20 minutes
After Hours / Weekends	45 inutes

## b. LOCATION OF WORKS

It is required of the contractor to familiarise themselves with the areas and locations of the respective sites for servicing.

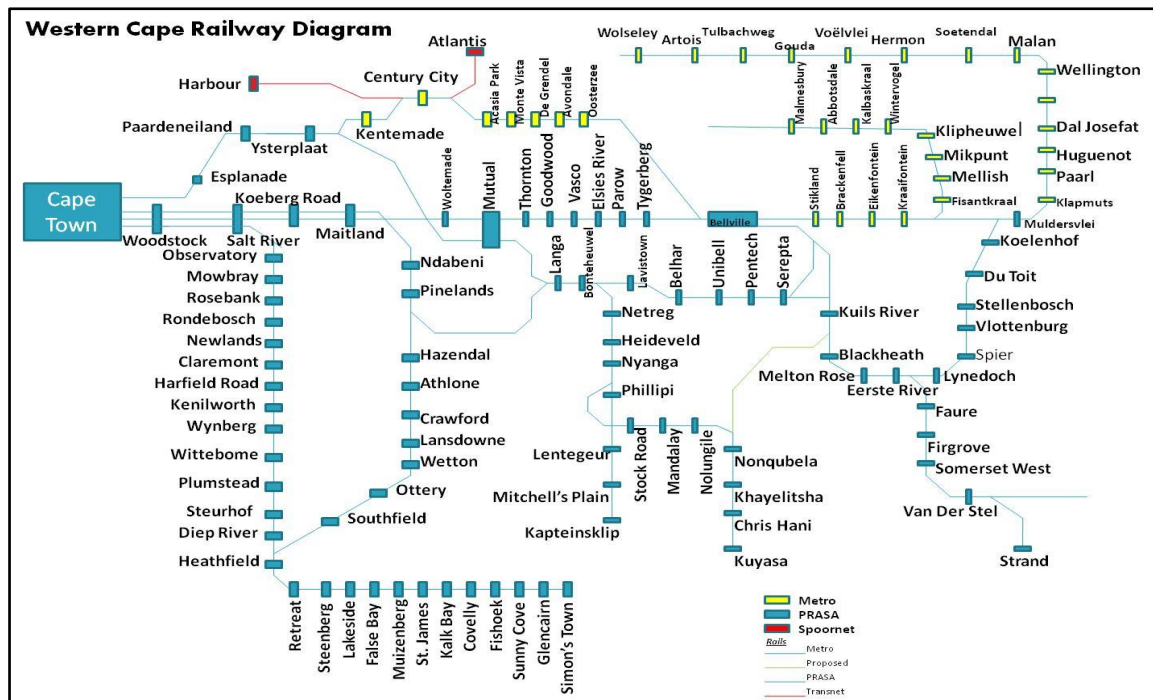
No	Station name	Lift location	Make	Date installed	No of floors	Lift no	Capacity in Kg	Lift condition operational/ non - operational
1	Cape Town	Tower Block	Otis	2011	6	08/L3431	1000	operational
2	Cape Town	Tower Block	Otis	2011	6	08/L3431	1000	operational
3	Cape Town	Tower Block	Schindler	2011	6	08/L4340	1000	operational
4	Cape Town	Main concourse	Otis	2011	2	08/L4342	1000	operational

5	Cape Town	Main concourse	Otis	2011	2	08/L4343	1000	operational
6	Century city	Platform 1	Schindler	2010	2	SL0064	1150	operational
7	Century city	Platform 2	Schindler	2010	2	SL0065	1150	operational
8	Cape Town	Station Deck	Schindler	2011	2	100569	630	operational
9	S/S. Meyl Cape Town	Platform 24	Kone	2002	3	08/L2862	1000	operational
10	Langa	Platform 1	Kone	2011	3	KE0080	1000	operational
11	Langa	Platform 2	Kone	2011	3	KE0081	1000	operational
12	Cape Town	Parade Concourse	Schindler	2015	2	SL 00399	630	operational
13	Cape Town	Parade Concourse	Schindler	2015	2	SL 00400	630	operational
14	Cape Town	Drivers Mess	Nuline	2015	2	NL 0312	1600	operational
15	Cape Town	Drivers Mess	Nuline	2015	3	NL 0313	325	operational
16	Bellville	S/S Meyl Belville Station.	Nu Line	2015	2	NL0313	325	operational

Refer to functional lifts for Western Cape Region and locality map

## FUNCTIONAL LIFTS FOR WESTERN CAPE REGION:

### LOCALITY MAP



Western Cape Region Rail-network

### 4.1 TARGETED AREA BY THIS PROJECT

The request is to appoint a Service Providers to cover the following lifts but not limited to as noted below:

N o	Station name	lift location	Make	Date installed	No of floor s	Lift no	Capacity in Kg	Lift condition operational/no n -operational
1	Cape Town	Tower Block	Otis	2011	6	08/L343 1	1000	operational
2	Cape Town	Tower Block	Otis	2011	6	08/L343 1	1000	operational
3	Cape Town	Tower Block	Schindler	2011	6	08/L434 0	1000	operational
4	Cape Town	Main concourse	Otis	2011	2	08/L434 2	1000	operational

5	Cape Town	Main concourse	Otis	2011	2	08/L4343	1000	operational
6	Century city	Platform 1	Schindler	2010	2	SL0064	1150	operational
7	Century city	Platform 2	Schindler	2010	2	SL0065	1150	operational
8	C.T. Sta.	Station Deck	Schindler	2011	2	100569	630	operational
9	S/S.Meyl C.T. Sta.	Platform 24	Kone	2002	3	08/L2862	1000	operational
10	Langa	Platform 1	Kone	2011	3	KE0080	1000	operational
11	Langa	Platform 2	Kone	2011	3	KE0081	1000	operational
12	Cape Town	Parade Concourse	Schindler	2015	2	SL 00399	630	operational
13	Cape Town	Parade Concourse	Schindler	2015	2	SL 00400	630	operational
14	Cape Town	Drivers Mess	Nuline	2015	2	NL 0312	1600	operational
15	Cape Town	Drivers Mess	Nuline	2015	3	NL 0313	325	operational
16	Bellville	S/S Meyl Belville Station.	Nu Line	2015	2	NL0313	325	operational

## 5 SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

### ❖ Technical capabilities, constraints, and other specific performance required of the work or product or services to accomplish.

- Service Provider must be registered with CIDB and Have a Grading of **2SI** or Higher.
- Must be available 24 Hours and respond quickly.
- Be financially strong to cope with the workload.
- Supplier must have a staff structure that can cope with the required workload and give us a twenty-four (24) Hour turnaround time.

## SCOPE OF WORKS

The Facilities department has a mandate to the general upkeep of all regional assets, here in referred to as lifts and escalators. In its endeavor to achieve the said mandate its service provisions cover the following:

- Preventative Maintenance
- Periodic Maintenance
- Routine Maintenance
- Deferred Maintenance
- Reactive Maintenance

### WITH THE FOLLOWING PRIORITY LEVELS:

- Emergency- an incident that threatens endangers personal safety or property and prevents or limits the usage of an asset, plant and equipment, including unforeseen circumstances and or natural disasters.
- Urgent – an incident that does not threaten, endanger personal safety or property but does prevent or limit the usage of an asset, plant and equipment.
- Non-Urgent- an incident that is defined or falls under the general repairs, deferred maintenance or reactive maintenance of a non-urgent nature, where an asset, plant and equipment is secured and use of it is not disrupted.

### Service performance measurements and expectations

- **Emergency & Urgent Faults** - Response time for emergency items shall be within stipulated response times from the call out time and completion to repair the fault as per job card or work order.
- **Normal Faults** - Response time for non-emergency items shall be within working days stipulated under statutory from the call out time and completion as per marked related time to repair the fault.



**Completion of works:**

**The service provider must submit the completion of work in terms of the following:**

- Signed job card by the Project Manager or leader (job completion form)
- Guarantee/ Warranty certificates to cover a free maintenance period, where necessary
- Maintenance programs or plan for new installations for repairs and maintenance related items.
- Maintenance manuals
- Certificate of Compliance (C.O.C) and other related statutory / regulatory documentations

**Safety and Quality of Materials and Workmanship:**

- All materials supplied to be SABS approved and workmanship to meet the requirements of the PRASA Norms, Guidelines and Standards (NGS) and the National Building Regulations (NBR).
- All work performed on PRASA premises to comply with the requirements of the Occupational Health and Safety Act of 1993.
- The successful Bidder shall be required to comply with the regulations issued in terms of the Disaster Management Act in relation to COVID-19.
- Works with poor workmanship will not be signed off and PRASA CRES reserve the right to withhold payments until satisfied with the quality thereof.

**SPECIAL CONDITIONS TO NON-COMPLIANCE:**

**Safety** – PRASA CRES Facilities department will always ensure that work is performed in accordance with all the prescribed legal prescripts.

**NB:** No work is to be done without approval of Safety File and valid signed access certificates being issued to the Contractor. No Contractor will be allowed on Site without having attended Safety Induction Training and proof is to be submitted to the Facilities Project Manager.

Response time – if an appointed service provider as per the general provisions of contract fails to adhere to the priority levels as prescribed by PRASA CRES Facilities department hereby reserves the right to penalize them to a penalty fee of 10% of the value of the contract and if this provision is continually violated the contract will be terminated.

### **Guidelines for variations**

- No payments will be processed or entertained pertaining to deviations from the original scope of work.
- No approval will be granted for deviation and the Service Providers shall ensure that the work done is as approved by the Project Manager.

## SECTION 9

### PRICING SCHEDULE

Note that the base station for the region for the purpose of reimbursement of kilometres is the Cape Town Station and travelling costs will only be paid from this building to the destination building.

**NOTE:** One (1) Service provider to be sourced for this contract, where the Bidder will be allocated carry out repairs and maintenance.

REPAIRS AND LABOUR						Year 1
PRICING SCHEDULE - PART A						
Item	Description		Unit	Estimated Quantity (12 months)	Rate	Amount
1	Provisional Sum (Material)	Material	Sum	N/A	N/A	R250 000,00
2	Percentage mark-up for materials	Material	%	( _ _ _ _ %)		
3	The Service Provider is to tender their total cost per hour on site per qualified Artisan to perform service and repairs during <b>Normal working hours (06:00 – 18:00)</b> . This cost shall exclude material, which has previously been dealt with in this schedule.	Artisan	Rate/hour	100		
4		General Worker	Rate/hour	100		
5	The Service Provider is to tender their total cost per hour on site per qualified Artisan to perform service and repairs during <b>After working hours and Saturdays (18:00 – 06:00)</b> . This cost shall exclude material, which has previously been dealt with in this schedule.	Artisan	Rate/hour	75		
6		General Worker	Rate/hour	75		

7	The Service Provider is to tender their total cost per hour on site per qualified Artisan to perform service and repairs during <b>Sunday and Public Holiday</b> . This cost shall exclude material, which has previously been dealt with in this contract	Artisan	Rate/hour	50		
8		General Worker	Rate/hour	50		
9	Call-out flat rate		Sum	150		
10	Travel cost		Rate/ km	120		
	<b>Sub-Total</b>					<b>R</b>
	<b>Add VAT @15%</b>					<b>R</b>
	<b>Total</b>					<b>R</b>

**STATUTORY MAINTENANCE**  
**PRICING SCHEDULE - PART B**

No	Station name	Frequency	QTY	Rate	Amount
1	Cape Town /Otis/08/L3431/1000kg	Monthly	12		
2	Cape Town /Otis/08/L3431/1000kg	Monthly	12		
3	Cape Town /Schindler/08/L4340/1000kg	Monthly	12		
4	Cape Town/ Otis/08/L4342/1000kg	Monthly	12		
5	Cape Town/Otis/08/L4343/1000kg	Monthly	12		
6	Century city/Schindler/SL0064/1150kg	Monthly	12		
7	Century city/Schindler/SL0065/1150kg	Monthly	12		
8	Cape Town/Schindler/100569/630kg	Monthly	12		
9	S/S.Meyl Cape Town /Kone/08/L2862/1000kg	Monthly	12		
10	Langa/Kone/KE0080/1000kg	Monthly	12		
11	Langa/Kone//KE0081/1000kg	Monthly	12		
12	Cape Town/Schindler/SL 00399/630kg	Monthly	12		
13	Cape Town/Schindler/SL 00400/630kg	Monthly	12		
14	Cape Town/Nu-line/NL 0312/1600kg	Monthly	12		
15	Cape Town/Nu-line/NL 0313/325kg	Monthly	12		
16	Bellville/Nu-line/NL0313/325kg	Monthly	12		
17	Cape Town/Nu-line/NL0313/600kg	Monthly	12		
<b>Transfer the Amount to Pricing schedule summary on page 35</b>		<b>Sub Total</b>			
		<b>Vat 15%</b>			
<b>TOTAL</b>					

PRICING SCHEDULE SUMMARY CIP%				
		Year 1	Year 2	Year 3
		N/A	CPI -----%	CIP -----%
	<b>REPAIRS AND LABOUR</b> PRICING SCHEDULE - PART A			
	<b>STATUTORY MAINTENANCE</b> PRICING SCHEDULE - PART B			
	<b>TOTAL TENDERED AMOUNT</b>			

#### IMPORTANT NOTE

The tender amounts provided must include ALL COSTS for providing Maintenance of lifts and escalators and repair services. The tendered amount shall further include profit, mark-up, overheads, tools, labour and all necessary equipment needed to offer the services.

These employment conditions are gazetted in the Collective Agreement by the Department of Labour and as such becomes law, failure to adhere to this will result in termination and cancellation of contract.

**NOTE:** This is an 'As & When Contract' and therefore Service Providers are advised to factor in the escalations as per the statutory requirements for the following years.