



TRANSNET FREIGHT RAIL, a division of

TRANSNET SOC LTD

Registration Number 1990/000900/30

[hereinafter referred to as **Transnet**]

REQUEST FOR QUOTATION [RFQ] No CRAC-JHB-13966

**FOR THE SUPPLY / PROVISION OF: CITY DEEP ADMIN BUILDING LIFTS 2X
PASSENGER LIFTS AND 1X GOODS LIFTS**

FOR DELIVERY TO: CITY DEEP

ISSUE DATE: 17 JULY 2014

CLOSING DATE: 05 AUGUST 2014

CLOSING TIME: 10:00

"PREVIEW COPY ONLY"

Section 1 NOTICE TO BIDDERS

Quotations which must be completed as indicated in Section 2 of this RFQ are to be submitted as follows:

METHOD: [hand delivered /or courier]

CLOSING VENUE: [The Secretary, Transnet Freight Rail Acquisition Council, Ground Floor Inyanda House1, 21 Wellington Road, Parktown]

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.

2 Broad-Based Black Economic Empowerment [B-BBEE]

Transnet fully endorses and supports the Government's Broad-Based Black Economic Empowerment Programme and it would therefore prefer to do business with local business enterprises who share these same values. Transnet will accordingly allow a "preference" to companies who provide a valid B-BBEE Verification Certificate. All procurement transactions will be evaluated accordingly.

2.1 B-BBEE Scorecard and Rating

As prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations Respondents are to note the following:

- Functionality is included at a pre-qualification stage with a prescribed percentage threshold of **100%**.
- Proposals will be evaluated on price which will be allocated 80 points and preference which will be allocated 20 points, dependent on the value of the Goods or Services.
- The 80/20 preference point system applies where the acquisition of the Goods or Services will be less than R1 000 000.00.
- If the 80/20 preference point system is stipulated and all Bids received exceed R1 000 000.00, the RFQ will be cancelled.
- In this RFQ, Transnet will apply **80/20** preference point system prescribed in the PPPFA.

In compliance with the Government Gazette No 34612, Notice No. 754 dated 23 September 2011, as from 1 October 2011 valid B-BBEE Verification Certificates must be issued by:

- (i) Verification Agencies accredited by the South African National Accreditation System [SANAS]; or
- (ii) Registered Auditors approved by the Independent Regulatory Board of Auditors [IRBA], in accordance with the approval granted by the Department of Trade and Industry.

Enterprises will be rated by such agencies based on the following:

- a) **Large Enterprises** [i.e. annual turnover greater than R35 million]:
- Rating level based on all seven elements of the B-BBEE scorecard
- b) **Qualifying Small Enterprises – QSE** [i.e. annual turnover between R5 million and R35 million]:
- Rating based on any four of the elements of the B-BBEE scorecard
- c) **Exempted Micro Enterprises – EME** [i.e. annual turnover less than R5 million]:

In accordance with B-BBEE Codes of Good Practice [Statement 000, Section 4], any enterprise with an annual total revenue of R 5 million or less qualifies as an EME.

- Automatic rating of B-BBEE Level 4 irrespective of race or ownership
- Black ownership greater than 50% or Black Women ownership greater than 50% automatically qualify as B-BBEE Level 3

Sufficient evidence to qualify as an EME would be a certificate (which may be in the form of a letter) from an auditor or accounting officer or a certificate from a Verification Agency accredited by SANAS. The certificate must confirm the company's turnover, black ownership / black female ownership, B-BBEE status level and validity date.

Respondents are required to furnish proof of the above to Transnet. [i.e. a valid detailed scorecard as stipulated above in respect of Large Enterprises and QSEs, or a valid certificate in respect of EMEs].

Transnet will accordingly allocate a maximum of **20 [twenty] points** in accordance with the **80/20** preference point system prescribed in the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations to the Respondent's final score based on an entity's B-BBEE scorecard rating. *[Refer Annexure A – B-BBEE Preference Points Claim Form for further details].*

N.B. Failure to submit a B-BBEE certificate, which is valid as at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

[Refer clause 18 below for Returnable Documents required]

3 Communication

- a) Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of Transnet in respect of this RFQ between the closing date and the date of the award of the business.
- b) A Respondent may, however, before the closing date and time, direct any written enquiries relating to the RFQ to the following Transnet employee:

Name: Lindani Langa

Telephone: 011 584 1427

Email: lindani.langa@transnet.net

- c) Respondents may also, at any time after the closing date of the RFQ, communicate with Prudence Nkabinde on any matter relating to its RFQ response:

Telephone 011-544-9486

Email prudence.nkabinde@trnasnet.net

4 Tax Clearance

The Respondent's original valid Tax Clearance Certificate must accompany the Quotation. Failure to provide this document with the RFQ submission will result in disqualification.

5 VAT Registration

The valid VAT registration number must be stated here: _____ [if applicable].

6 Legal Compliance

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

7 Changes to Quotations

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

8 Pricing

All prices must be quoted in South African Rand on a fixed price basis, excluding VAT.

9 Prices Subject to Confirmation

Prices quoted which are subject to confirmation will not be considered.

10 Negotiations

Transnet reserves the right to undertake post-tender negotiations with selected Respondents or any number of short-listed Respondents.

11 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.

12 Disclaimers

Transnet 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 Transnet 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;
- disqualify Quotations submitted after the stated submission deadline;
- not necessarily accept the lowest priced Quotation;
- reject all Quotations, if it so decides;
- place an order in connection with this Quotation at any time after the RFQ's closing date;
- award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider; or
- make no award at all.

In addition, Transnet reserves the right to exclude any Respondent from the bidding process who has been convicted of a serious breach of law during the preceding 5 [five] years, including but not limited to breaches of the Competition Act 89 of 1998. Respondents are required to indicate below whether or not they have been found guilty of a serious breach of law during the past 5 [five] years:

I/We _____ do hereby certify that I/we **have/have not been** found guilty during the preceding 5 [five] years of a serious breach of law, including but not limited to a breach of the Competition Act, 89 of 1998, by a court of law, tribunal or other administrative body. The type of breach that the Respondent is required to disclose excludes relatively minor offences or misdemeanours, e.g. traffic offences.

Where found guilty of such a serious breach, please disclose:

NATURE OF BREACH:

DATE OF BREACH: _____

Furthermore, I/we acknowledge that Transnet SOC Ltd reserves the right to exclude any Respondent from the bidding process, should that person or entity have been found guilty of a serious breach of law, tribunal or regulatory obligation.

13 Evaluation Criteria

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

- Administrative responsiveness - Completeness of response and returnable documents
- Substantive responsiveness – Prequalification criteria, if any, must be met and whether the Bid materially complies with the scope and/or specification given
- Technical threshold of 100%: Compliance to specification
- Weighted evaluation based on 80/20 preference point system as indicated in paragraph 2 above:
 - Pricing and price basis [firm] - whilst not the sole factor for consideration, competitive pricing and overall level of unconditional discounts¹ will be critical
 - B-BBEE status of company

Preference points will be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20

¹ Only unconditional discounts will be taken into account during evaluation. A discount which has been offered conditionally will, despite not being taken into account for evaluation purposes, be implemented when payment is effected.

2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

14 Validity Period

Transnet desires a validity period of 30 [thirty] working days from the closing date of this RFQ.
 This RFQ is valid until _____.

15 Banking Details

BANK: _____
 BRANCH NAME / CODE: _____
 ACCOUNT HOLDER: _____
 ACCOUNT NUMBER: _____

16 Company Registration

Registration number of company / C.C. _____
 Registered name of company / C.C. _____

17 Disclosure of Prices Quoted

Respondents must indicate here whether Transnet may disclose their quoted prices and conditions to other Respondents:

YES NO

18 Returnable Documents

Returnable Documents means all the documents, Sections and Annexures, as listed in the tables below.

a) Respondents are required to submit with their Quotations the **Returnable Documents**, as detailed below.

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

All Sections, as indicated in the footer of each page, must be signed, stamped and dated by the Respondent. Please confirm submission of these mandatory Returnable Documents by so indicating [Yes or No] in the table below:

Returnable Documents	Submitted [Yes or No]
SECTION 1 : Notice to Bidders	
<ul style="list-style-type: none"> - Valid B-BBEE Verification Certificate [RSA Large Enterprises and QSEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard 	
<ul style="list-style-type: none"> - Valid B-BBEE certificate from auditor, accounting officer or SANAS accredited Verification Agency [RSA EMEs] Note: failure to provide a valid B-BBEE Verification Certificate at the closing date and time of the tender will result in an automatic score of zero being allocated for B-BBEE scorecard 	
<ul style="list-style-type: none"> - In the case of Joint Ventures, a copy of the Joint Venture Agreement or written confirmation of the intention to enter into a Joint Venture Agreement 	
SECTION 2 : Quotation Form	
SECTION 3: Vendor Application Form <ul style="list-style-type: none"> • Original cancelled cheque or bank verification of banking details • Certified copies of IDs of shareholder/directors/members [as applicable] • Certified copy of Certificate of Incorporation [CM29/CM9 name change] • Certified copy of share certificates [CK1/CK2 if C.C.] • Entity's letterhead • Certified copy of VAT Registration Certificate [RSA entities only] • Certified copy of valid Company Registration Certificate [if applicable] • Original valid Tax Clearance Certificate [Consortia / Joint Ventures / Sub-contractors must submit a separate Tax Clearance Certificate for each party] 	
ANNEXURE A – B-BBEE Preference Points Claim Form	

**Section 2
QUOTATION FORM**

I/We _____
hereby offer to supply the goods/services at the prices quoted in the Price Schedule below, in accordance with the conditions related thereto.

I/We agree to be bound by those terms and conditions in:

- the Standard Terms and Conditions for the Supply of Goods or Services to Transnet [available on request]; and
- any other standard or special conditions mentioned and/or embodied in this Request for Quotation.

I/We accept that unless Transnet should otherwise decide and so inform me/us, this Quotation [and, if any, its covering letter and any subsequent exchange of correspondence], together with Transnet’s acceptance thereof shall constitute a binding contract between Transnet and me/us.

I/We further agree that if, after I/we have been notified of the acceptance of my/our Quotation, I/we fail to deliver the said goods/service/s within the delivery lead-time quoted, Transnet may, without prejudice to any other legal remedy which it may have, cancel the order and recover from me/us any expenses incurred by Transnet in calling for Quotations afresh and/or having to accept any less favourable offer.

Price Schedule

I/We quote as follows for the goods required, on a “delivered nominated destination” basis, excluding VAT:

Item No	Description of Goods /Services	Unit of Measure	Quantity	Unit Price (ZAR)	Total Price (ZAR)
1					
2					
3					
4					
5					
6					

Delivery Lead-Time from date of purchase order : _____ **[days/weeks]**

Notes to Pricing:

- a) All Prices must be quoted in South African Rand, exclusive of VAT
- b) 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 disqualified.

Respondent’s Signature

Date & Company Stamp

- c) Please note that should you have offered a discounted price(s), Transnet will only consider such price discount(s) in the final evaluation stage if offered on an unconditional basis.

Scope of Work

GENERAL CONDITIONS OF CONTRACT

MAINTENANCE OF LIFT, ESCALATOR

AND/OR

PASSENGER CONVEYOR INSTALLATIONS

1. DEFINITIONS, INTERPRETATIONS AND GENERAL PROVISIONS

- 1.1 In this contract, unless inconsistent with the Context: -

Adjudicator means any officer, higher up in the hierarchy of the Technical Officer, in the employ of Transnet Freight Rail to function as Adjudicator.

Breakdown means any failure or malfunction of the equipment included in the Contract Schedule or any component or part thereof.

Equipment means each unit of the Lift, Escalator or Passenger Conveyor equipment specified in the Contract Schedule.

Inspector means the independent registered person appointed by Transnet Freight Rail to inspect the equipment included in the contract.

Normal Working-hours means the hours of work as determined by a wage regulating measure or statutory enactment for any trade or activity, during which the basic minimum rate of pay is applicable and excludes all time for which a higher rate of pay is obligatory. Where no wage regulating measure is in force, the hours will be 07:00 to 17:00 Mondays to Fridays excluding a daily meal break.

Technical Officer means the person appointed by Transnet Freight Rail as the Technical Officer to administer the Contractor's performance of the contract work.

- 1.2 The law which is to govern the contract and in terms of which it is to be interpreted, shall be the law of the Republic of South Africa.
- 1.3 The clause headings are not deemed to be part thereof, and will not be taken into consideration in the interpretation of the contract.
- 1.4 Value-added tax in terms of the Value-added Tax Act No. 89 of 1991 shall be dealt with as follows :-
- 1.4.1 In Tendering
Value-added Tax shall be separately shown on quotations.
- 1.4.2 In Payment
Value-added tax shall be shown on a tax invoice.

The amount(s) reflected on the tax-invoice must correspond with the nett amount(s) indicated on the contract payment certificate.
- 1.4.3 Changes to the VAT rate will be dealt with in accordance with section 67 and 67A of the Act.

2. **CESSIONS, ASSIGNMENT AND SUBCONTRACTING**

- 2.1 **Neither party shall cede or assign the contract or any part thereof without the written approval of the other. The Contractor shall not enter into any subcontract with respect to the contract Work without the prior written approval of Transnet Freight Rail.**
- 2.2 Approvals given in terms of clause 2.1 shall not relieve the Contractor or Transnet Freight Rail of any of their obligations in terms of the contract.
- 2.3 In the event of a change in ownership, possession or control of the building in which the equipment is situated, Transnet Freight Rail shall effect the terms of this contract to remain fully operational by the insertion of a condition in any agreement pertaining to such change of ownership, possession or control by which Transnet Freight Rail's rights and obligations under the contract are transferred to the new owner, possessor or controller of the building.

Written approval in terms of clause 2.1 will not be applicable in respect of such cession and assignment of the contract to any new owner, possessor or controller of the building.

3. **CONTRACTOR'S OBLIGATIONS**

- 3.1 The Contractor shall undertake full responsibility for the inspection, testing, servicing and maintenance of the equipment and shall warrant at all times the operational safety thereof, all in terms of the latest amendments of the Occupational Health and Safety Act (Act 85 of 1993), the Lift, Escalator and Passenger Conveyor Regulations and applicable SABS Specifications and shall, on behalf of Transnet Freight Rail, maintain the necessary records stipulated by the Act and Regulations.
- 3.2. The Contractor shall submit as part of his contract a maintenance schedule drawn up by him listing the various service activities, which will be carried out by his technicians and supervisory staff. It shall clearly state the frequencies at which these are to be performed i.e., during routine visits on a monthly basis, quarterly, six monthly and annually. A coded index and the estimated call-back frequency for this type of unit that will normally be expected by the service provider shall be given. A

monthly report sheet shall always be available in the machine room for perusal by the Technical Officer as proof that the service has been carried out and related items were attended to. It is incumbent on the service technician to visit the building manager every time a service is carried out.

3.3. The service activities should coincide with the contractor's report sheet and therefore verify the completion of said activities. Any malfunction of the system is to be recorded, followed up and reported to the Technical Officer. Any call-backs over and above the frequency as mentioned must be investigated and a decision regarding this shall be made, with a repeating factor in mind. Should the contractor not fulfil his obligations, part or the full amount of the monthly fees shall be withheld at the discretion of the Technical Officer until corrections are carried out. Inspection checks may be made at TRANSNET FREIGHT RAIL's discretion.

3.4 These obligations shall include cleaning, adjusting and lubricating the Equipment and where necessary and when required in the Contractor's view, he shall :-

3.4.1 repair or replace: -

- * motors, generators, brushes, brush holders, windings, commutators and any rotating elements,
- * gear parts and drive sheaves,
- * brake motors, brake coils, brake linings,
- * electronic components, printed circuit boards, relays,
- * solid state drive units,
- * contact coils, resistances, controller parts and conductor cables,
- * traction, compensation and governor wire ropes,
- * rollers and liners for car and counterweight guide shoes,
- * door equipment including motors, gear chains, locks, links, rollers, shoes and tracks,
- * hydraulic pumps and motors, cylinders, pistons, rings, seals, valves and hydraulic piping,
- * lamps and fittings for car lighting, indicator lamps, direction signal lamps and for lighting of the lift shaft, machine room and other mechanical parts,
- * safety devices,
- * bearings and bushes,

- * flexible moving hand rail,
- * escalator moving steps,
- * Any other mechanical, electrical and electronic parts as considered necessary;
- *

- 3.4.2 supply all lubricants, rope preservation solutions/substances and cleaning material required for proper maintenance thereof, as well as moisture and corrosion protection for terminals/exposed connections.
- 3.4.3 repair or replace all accessory equipment when considered necessary by the Contractor to ensure smooth and quiet operation and, except where roller guides are used, to keep the guide rails properly lubricated;
- 3.4.4 renew all wire ropes as necessary to maintain the required adequate factor of safety and equalise the tension on all hoisting ropes; and
- 3.4.5 examine periodically as necessary all safety devices and governors and perform safety tests and inspections as prescribed in the Act.
- 3.5 The Contractor shall stock sufficient spares to ensure a maximum delivery period of 24 hours on any one item (including major items such as motors, generators and sheaves).
- 3.6 The Contractor shall be competent to carry out all work required in terms of this contract and shall be in possession of all maintenance and instruction manuals as well as all other technical data required. He shall employ specialist technicians to perform the specified functions.
- 3.7 Workmanship shall be of the highest standard and only new material of the best quality shall be used. Replacement parts shall be of reputable manufacture.
- 3.8 All work done during the contract, which has not specifically been excluded from the Service Fee(s) shall be considered to be included therein and Transnet Freight Rail shall not be liable for any extra payments whatsoever.

- 3.9 This contract does not include repairs of accidental damage or renewals to any decorative part of the inside of the car, or builder's work, nor repairs or replacements of the electric mains cable leading to the main distribution board.

NOTE :The cost of the replacement of any lamps or fluorescent tubes and fittings, and repairing damage due to vandalism, will not be to the contractor's account.

- 3.10 The Contractor shall not be held liable for any loss, damage or delay due to any cause beyond his reasonable control, including although not limited to, acts of Government, strikes, lock-outs, theft, fire, flood, explosion, arson, riot, civil commotion, war, wilful or malicious mischief or Act of God.

4. **OBLIGATIONS OF TRANSNET**

- 4.1 Transnet Freight Rail undertakes, as far as is reasonably possible to :-

- (i) report to the Contractor any irregular performance of, or defect in, or damage to the Equipment;
- (ii) use the Equipment in a normal and proper manner, including preventing a material change in the use or usage or the overloading thereof;
- (iii) protect the Equipment against vandalism, abuse, or misuse and accidental damage; and
- (iv) keep the Equipment clean and protect it against damage and contamination by water and other aggressive and hazardous materials.

- 4.2 Transnet Freight Rail shall, subject to Transnet's access control and security arrangements, provide to the Contractor free and unrestricted access to all buildings containing equipment to be maintained under the contract, and the free use of such facilities, services, electrical plugpoints, lifting points, etc., as are available on the

premises and required by the Contractor for the performance of his contractual obligations.

5. COMPLIANCE WITH STATUTES AND SAFETY RULES

The Contractor shall comply with all applicable legislation and Transnet Freight Rail safety requirements, which shall be entirely at his own costs, and he shall in particular, in respect of any personnel working on Transnet Freight Rail premises, comply with the following Acts :-

- 5.1 The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993) as amended; The Contractor shall produce proof of his registration and good standing with the Compensation Commissioner in terms of the Act.
- 5.2 The Occupational Health and Safety Act (Act 85 of 1993) as amended; The Contractor is, in terms of section 37(2) of the Act deemed to be an employer in his own right with duties as prescribed in the Act and agrees to ensure that all work will be performed or machinery or plant will be used in accordance with the provisions of the Act, that all persons in his employ, other persons at the place of any work performed by him and under his control and other persons who may be directly affected by his activities are not exposed to hazards to their health and safety, with particular reference to both the performance of the contract work and the safety of the Equipment maintained in terms of the contract. The agreements in this contract and all documents attached or referred to, form an integral part of the arrangements and procedures mentioned in the aforementioned section of the Act.
- 5.3 The Contractor shall, within 3 weeks from the commencement of the contract, submit to the Technical Officer full particulars of the health and safety policies and programmes maintained by the Contractor in terms of the Act, and of the health and safety procedures, arrangements and working methods to be implemented by him while working on Transnet Freight Rail premises, for the protection of his own and Transnet Freight Rail's personnel and other persons on the premises.

The Contractor's health and safety programmes, procedures, arrangements, and working methods shall be subject to agreement by the Technical Officer, who may

stipulate supplementary and/or additional safety arrangements or different working methods, commensurate with Transnet Freight Rail's own internal health and safety programmes, policies and arrangements in terms of the Act.

- 5.4 In addition to compliance with clause 5.2 hereof, the Contractor shall report all incidents contemplated by Section 24 of the Act in writing to the Technical Officer. Any incident resulting in the death of or injury to any person in the performance of the contract work or affected thereby, shall be reported within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.

6. **INDEMNITIES AND INSURANCE**

- 6.1 The Contractor shall take all necessary precautions to protect the public, the property of the public and the property and workmen of Transnet Freight Rail, and all other persons, from injury or damage during the progress of the work performed by him.
- 6.2 The Contractor indemnifies Transnet Freight Rail against damage to its property and that of any third party, and death of or injury to Transnet personnel and third party persons, caused by the Contractor in the performance of his contractual obligations.
- 6.3 The Contractor shall insure, with an insurance company registered in the Republic of South Africa, against legal liability for the death of or injury to third party persons, and/or loss of or damage to third party property, arising out of or in connection with his performance of the contract work. Transnet's property and personnel and their property shall in the insurance policy be stipulated and insured as third party property and persons.
- 6.4 The extent of cover of the policy for any occurrence or event giving rise to a claim under the policy shall be R2 000 000,00, non-accumulative. The Contractor shall pay the insurance premiums for the duration of the contract and any amounts stated as a deductible in respect of any claim.
- 6.5 The Contractor shall, in his own interests, obtain insurances of his own site establishment, materials, equipment and tools and insurances of his motor vehicles and the common law liabilities of the Contractor as an employer.

7. SERVICE FEE ADJUSTMENT

7.1 The Service Fee stipulated in the contract schedule shall be firm for a period of 12 months. Thereafter changes in the amounts payable due to variation in the cost of labour and material shall be calculated in accordance with the undermentioned price adjustment formula. This price adjustment formula shall be applied at the end of each twelve-(12) month period to arrive at the Service Fee payable in the succeeding twelve-(12) month period. No other review of the Fee shall be entertained during the contract period.

2.2 Changes in the service fee due to variation in the cost of production factors shall be calculated in accordance with the undermentioned adjustment formula. This adjustment formula will be applicable to local as well as imported components supplied by the Contractor.

$$T_n = T_o \left(a_1 \frac{b_1 k_1}{b_1 t_1} + a_2 \frac{b_2 k_2}{b_2 t_2} + \dots + a_n \frac{b_n k_n}{b_n t_n} \right)$$

$$\sum_{i=1}^n a_i = 1$$

Where :

- To = basic maintenance and servicing charge.
 Tn = Adjustment maintenance and servicing charge.
 a = weighting ratio of the production factor concerned.
 b = appropriate price index of the production factor concerned.
 1 and 2 = production factor concerned (labour and material).
 t = base date (N.B. specific month or date to be clearly stated).
 k = end date (N.B. specific month or date to be clearly stated).
 a₁+a₂ = 1 (The total weighting co-efficient of labour + material must be equal to 100% or 1).

7.3 The following basic price indices will be applied to adjust the cost of the production factors concerned :-

Labour : Consumer price index.

Material : Appropriate material price index.

(The source of each price index in question must be shown.)

7.4 The following weighting ratios and price adjustment factors shall apply :-

PRODUCTION	WEIGHTING RATIO (a)	APPROPRIATE PRICE INDEX (b)	BASE DATE (t)	END DATE (k)
Labour	75%		Date of contract	12, 24 & 36 months from date of contract (as per clause 3) of the contract
Material	25%			

8 SUPERVISION AND CONTROL

- 8.1 The Technical Officer appointed by Transnet Freight Rail will administer the contract and provide overall superintendence over the Contractor's performance. The Technical Officer may direct the Contractor in terms of the provisions of the contract or in regard to any measures he may require for the operations of Transnet Freight Rail and for the safety of Transnet property and personnel and that of other persons.
- 8.2 The Contractor shall permit the Technical Officer or any person appointed and duly authorized by him access to inspect the Equipment and work performed on it, at any time.
- 8.3 The Contractor shall be responsible for supervision and control of the contract work performed by him and shall advise the Technical Officer of the name of the responsible person appointed by him to undertake such supervision and control.

- 8.4 Transnet Freight Rail's Technical Officer shall arrange for the 36 monthly inspection and test by an independent consultant who is registered with the Engineering Council of South Africa in terms of Act 85 of 1983: Lift, Escalators and Passenger Conveyor Regulations 1994 (or latest amendment).
- 8.5 The inspection and test will include the 36 monthly inspection and test specified in the aforementioned regulations in accordance with SABS 1545-10 or SABS 1543 specification as the case may be and a condition audit.
- 8.6 The report shall be discussed with and made available to the maintenance contractor. The contractor shall be required to attend to reported defects forthwith.

9. **VARIATION OF THE CONTRACT**

- 9.1 Transnet Freight Rail may, at any time for the purpose of the replacement, renewal, upgrading or refurbishing of existing equipment, withdraw such Equipment from the contract, either by omitting single lift, escalator or passenger conveyor installations from the Contract Schedule or by terminating the contract as a whole. Such replacement, renewal, upgrading or refurbishing may be undertaken under a separate contract by (open or close) invitation of new tenders or by negotiation with the Contractor
- 9.2 Such termination of the contract or withdrawal of equipment shall be subject to 1 calendar month written notice by Transnet Freight Rail to the Contractor. The Contractor shall have no claim against Transnet Freight Rail on account of such variation or termination of the contract.
- 9.3 Upon termination or variation in terms of clause 9.1, payment of the Service Fee will likewise terminate or will be proportionally reduced by the ratio of the number of single lift, escalator or passenger conveyor installations omitted from the contract, pro rata to the total number of installations included in the Contract Schedule.

10. **WORKING HOURS AND AVAILABILITY**

- 10.1 The Contractor shall confine his work to normal working hours except in the case of an emergency or breakdown of Equipment or trapped passengers.
- 10.2 The Contractor shall provide 24 hours standby service availability for attendance to trapped passengers, breakdowns and other emergencies. The response time for having a technician at the location of an emergency shall be half hour with hour under extreme conditions.
- 10.3 No extra payment will be made for the standby service availability and attendance to trapped passengers, breakdowns or other emergencies whether or not during or after normal working hours and the costs thereof shall be included in the Service Fee.

11. **PAYMENT**

- 11.1 Payment of the Service Fee will be made by Transnet Freight Rail on a monthly basis within 30 days of the receipt of a VAT- invoice from the Contractor.
- 11.2 Except where expressly agreed to the contrary with Transnet Freight Rail, the Contractor requests and authorizes Transnet Freight Rail to send any amount due to him by registered post to his known postal address or any other address given in writing by the Contractor. The Contractor authorizes the SA Post Office Limited to act as his representative and the risk that such payment does not reach him transfers to the Contractor after the posting thereof.

12. **BREACH OF CONTRACT**

- 12.1 Should the Contractor delay or fail to adhere to the monthly maintenance schedule for longer than 14 calendar days after due date of the maintenance work or not promptly attend to reported defects, he may at the discretion of the Technical Officer forfeit part of or the full Service Fee for the month during which such failure or delay occurred.

- 12.2 Either party (the innocent party) may cancel the contract upon a material breach of the contract by the other, and failure by the defaulting party to remedy such breach within 7 calendar days after receiving a written notice from the other (innocent) party, identifying the breach and requesting its remedy.
- 12.3 Nothing contained herein shall affect or diminish any other remedies or rights in respect of breach of contract the parties may have under the contract or common law

13 **RESOLUTION OF DISPUTES**

- 13.1 If a dispute of any kind whatsoever arises between the Technical Officer and the Contractor in connection with the interpretation and/or application of the contract, any ruling of the Technical Officer or the performance of the parties, the matter shall be referred in writing by the Contractor to the Adjudicator not later than 14 calendar days after the receipt by the Contractor of the decision or ruling of the Technical Officer.
- 13.2 The Adjudicator shall within 21 calendar days of the date of referral of the matter to him decide the matter and advise the Contractor and the Technical Officer of his decision and of the facts and provisions of the contract on which the decision is based.
- 13.3 The Adjudicator's decision shall be final and binding on the parties unless the Contractor has, within 14 calendar days of the date of the Adjudicator's decision, notified Transnet Freight Rail of his dissatisfaction with the decision and of his election that the dispute be referred for arbitration. Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act 42 of 1965 as amended).

The arbitration shall be conducted in accordance with the Rules for the Conduct of Arbitration's published by the Association of Arbitrators of South Africa.

- 13.4 The appointment of an arbitrator shall be made by agreement between the parties, after a written submission by either party to the other, of a shortlist containing the names of 3 suitably qualified persons.

If the parties fail to agree within 14 calendar days of receipt of the request, either party may apply for the nomination of a suitably qualified person by the Chairperson for the time being of the Association of Arbitrators of South Africa or by the Vice Chairperson in the absence of the Chairperson.

- 13.5 The Arbitrator shall have unfettered discretion and jurisdiction to decide the dispute and the arbitration procedures to be followed, subject to the provisions of clause 13.3 hereof.

P2C-06 (JLH)

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LABOUR SCHEDULE

TENDER No. JHB _____

JOHANNESBURG: 2 YEAR, GENERAL ELEVATOR REPAIRS AND MAINTENANCE ON AN 'AS AND WHEN BASIS' ON TRANSNET ASSETS AS PER LEGISLATIVE CONDITIONS, GENERAL AND TECHNICAL SPECIFICATIONS

CITY DEEP ADMIN BUILDING, JOHANNESBURG

LIFTS: _____

6 STOPS AND OPPENINGS: G, 1 – 5

Tenderers are required to complete the following schedule:

Type A: Preventative Monthly Maintenance Fee	(Total)	R
_____ monthly		
(Inclusive of oil, globes and minor spares)		
Lift call out fee inclusive of first hours labour	(Total)	R

Rope Inspection Certificate (Complete) as required	(Total)	R

Annexure B Certificate (Complete) (every 2 Years)	(Total)	R

24 Hour Call centre Hotline No# (_____) _____

Average Response Time to reported stop (office hours) _____ Hours

LABOUR

Lift Engineer/ Lift Inspector (Total) _____
/hour

Artisan/s (Skilled Labour) (Total) _____
/hour

Skilled labour (Total)
 _____/hour

Semi skilled labour (Total)
 _____/hour

Unskilled labour (Total) _____/hour

SUBCONTRACTOR/S

Lift Inspectors (ECSA Registered) (Total)
 _____/hour

Supervisor/s (Total)
 _____/hour

Labourer/s (Total)
 _____/hour

DETAILS OF OTHER EMPLOYEES (State):

_____ (Total) _____

_____ (Total) _____

TENDERER: _____

DATE: _____

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MATERIAL SCHEDULE

TENDER No. JHB _____

JOHANNESBURG: 2 YEAR, GENERAL ELEVATOR REPAIRS AND MAINTENANCE ON AN 'AS AND WHEN BASIS' ON TRANSNET ASSETS AS PER LEGISLATIVE CONDITIONS, GENERAL AND TECHNICAL SPECIFICATIONS

Tenderers are required to complete the following schedule in full:

<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
<u>VVVF18 KW (as per existing)</u> _____	R _____ -EACH
<u>GUIDE ROLLERS</u> -----	R _____ EACH
<u>GUIDE SHOES (GIBS)</u>	R _____ - EACH
<u>LOCK CONTACTS</u> -----	R _____ EACH
<u>LOCK ROLLERS</u>	R _____ EACH
<u>HANGER ROLLERS</u> -----	R _____ EACH
<u>DOOR SHOES</u>	R _____ EACH
<u>ELEMOD BUTTONS</u> -----	R _____ EACH
<u>ELECTICAL RELAYS</u>	R _____ EACH
<u>PANA 40 DOOR DETECTORS (MEMCO)</u>	R _____ EACH
<u>MODVONIC MODULES</u>	R _____ EACH
<u>MODVONIC PMI BOARDS</u> -----	R _____ EACH
<u>BI-STABLE SWITCHES</u>	R _____ EACH

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VVVF DOOR MOTORS (as per existing) R _____ EACH

VVVF DOOR DRIVES(as per existing) R _____ EACH

16 SEGMENT DIGITAL INDICATOR (ELEM0D) R _____ EACH

STEEL ROPES (OIL IMPREGNATED FIBRE CORE)

10 mm/2 ROPES R _____ - _____ PER METER

13 mm/2 ROPES ----- R _____ - _____ PER METER

16 mm/2 ROPES R _____ - _____ PER METER

NON STANDARD MATERIAL HANDLING FEE _____ %

(Invoices to be provided

PREVENTIVE MAINTENANCE CHART FOR PASSENGER CARRYING LIFT

FOCUS AREA		12Visit Cycle/Annually											
Frequency /Cycle													
INSPECTION SERVICE													
CLEAN CAR TOP, PIT AND MACHINE													
MOTOR/GENERATOR BRUSHES													
LANDING ENTRANCES													
SIGNALS													
CAR ENTRANCE AND OPERATOR CONTROLLER													
SELECTOR MACHINE													

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GENERATOR														
CAR FRAME EQUIPMENT														
ROPES AND TOP WHEELS														
COUNTERWEIGHT														
PIT EQUIPMENT														
LUBRICATES GUIDES														
TRANSDUCERS														
HOISTWAY														
GOVENOR														
SAFETY TEST ANNUAL														
ROPE INSPECTION BIANUAL														

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Copies of the Following Documents **must** be attached to the contract to confirm Technical Compliance

1. Copy of LEA or ILEA registration (Lift Engineering Association or Independent Lift Engineering association)
2. Copy of appointed lift inspectors ECSA Registration (Engineering Council of SA)
3. Copy of LIASA Registration (lift inspectors association of SA)
4. Technical capacity / resources (24 Hour Call Centre & Minimum 3 dedicated technical response vehicles (provide full details)
5. Minimum of 3 X Trained and Qualified lift Technician (Technical qualification and certification of key technicians (lift Technician registered Copy of blank C.O.C Certificate Of Compliance attached)
6. Certificate of Good Standing from Original Equipment Manufacturer

7. List of replacement material at hand (Store Inventory List)
8. Average Response Time (office hours)
9. Bar-coded Copy of Workman's Compensation report

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Section 3
VENDOR APPLICATION FORM

Respondents are to furnish the following documentation and complete the Vendor Application Form below:

1. **Original** cancelled cheque **OR** letter from the Respondent’s bank verifying banking details **[with bank stamp]**
2. **Certified** copy of Identity Document(s) of Shareholders/Directors/Members [where applicable]
3. **Certified** copy of Certificate of Incorporation, CM29 / CM9 [name change]
4. **Certified** copy of Share Certificates [CK1/CK2 if CC]
5. A letter on the company’s letterhead confirm physical and postal addresses
6. **Original** valid SARS Tax Clearance Certificate
7. **Certified copy** of VAT Registration Certificate
8. **Certified copy** of valid Company Registration Certificate [if applicable]
9. A signed letter from your auditor or accountant confirming most recent annual turnover figures

Vendor Application Form

Company trading name						
Company registered name						
Company Registration Number or ID Number if a Sole Proprietor						
Form of entity [√]	CC	Trust	Pty Ltd	Limited	Partnership	Sole Proprietor
VAT number [if registered]						
Company telephone number						
Company fax number						
Company email address						
Company website address						
Bank name		Branch & Branch code				
Account holder		Bank account number				
Postal address						
						Code
Physical Address						

				Code	
Contact person					
Designation					
Telephone					
Email					
Annual turnover range [last financial year]	< R5 m	R5 - 35 m	> R35 m		
Does your company provide	Products	Services	Both		
Area of delivery	National	Provincial	Local		
Is your company a public or private entity	Public	Private			
Does your company have a Tax Directive or IRP30 Certificate	Yes	No			
Main product or services [e.g. Stationery/Consulting]					

Complete B-BBEE Ownership Details:

% Black ownership	% Black women ownership	% Disabled Black ownership			
Does your company have a B-BBEE certificate	Yes	No			
What is your B-BBEE status [Level 1 to 9 / Unknown]					
How many personnel does the firm employ	Permanent	Part time			

If you are an existing Vendor with Transnet please complete the following:

Transnet contact person	
Contact number	
Transnet Operating Division	

Duly authorised to sign for and on behalf of Company / Organisation:

Name		Designation	
Signature		Date	