

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: WCR 43/2022

REQUEST FOR QUOTATION (RFQ) APPOINTMENT OF SERVICE PROVIDER TO PROVIDE GRASS CUTTING AND VEGETATION CONTROL SERVICES FOR A PERIOD OF 36 MONTHS IN THE 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:	WCR 43/2022	CLOSING DATE:	01 November 2022	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER TO PROVIDE GRASS CUTTING AND VEGETATION CONTROL SERVICES FOR A PERIOD OF 36 MONTHS IN THE WESTERN CAPE REGION				
BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS): 1st Floor Tower Block Building Cape Town Station 8001					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Siyasanga Nyweba				
TELEPHONE NUMBER	021 449 6430/ 021 449 6432				
E-MAIL ADDRESS	Siyasanga.Nyweba@prasa.com				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA.....
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT <input type="checkbox"/> Yes <input type="checkbox"/> No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE					

SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B: TERMS AND CONDITIONS FOR BIDDING**1. BID SUBMISSION:**

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER**

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, 2017, 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.
- 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.

All responses to the RFQ must be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical, compliance and BBBEE response and the second envelop/box shall only have the financial response. Bidders must ensure that they do not indicate any financial information in the first envelop/box. PRASA will disqualify Bidders who fail to adhere to this requirement.

1.1 Bidders are required to package their response/Bid as follows to avoid disqualification:

Original & Copy of Volume 1 (Envelope 1/Package 1)

- **Part A:** Compliance Response and B-BBEE Response
- **Part B:** Technical or Functional Response (response to scope of work)

Original & Copy of Volume 2 (Envelope 2/ Package 2)

- **Part C:** Financial Proposal (BOQ/Price Schedule and Pricing form C)

Volume 2 Has to be submitted in a separate sealed envelope. Bidders must make their pricing offer in envelope 2/package 2, no pricing and pricing related information should be included in the Volume 1/envelope 1. **Bidders who fail to meet this requirement will be automatically disqualified.**

2 CIDB Grading

Only those Respondents who are registered with the CIDB, or are capable of being so prior to the submission of the quotation, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the **Construction Industry Development Regulations, for a**class of construction works, are eligible to have their quotations evaluated. Joint ventures are eligible to submit tenders provided that:

- every member of the joint venture is registered with an active CIDB;
- the lead partner has a higher or equivalent contractor active grading designation in the class of construction work; and
- the combined Contractor active grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum quoted for a class of construction works or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

3 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.

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 except on condition of correcting arithmetic errors on BOQ

6 PRICING

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

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;
- Disqualify Quotations submitted after the stated submission deadline;
- Not necessarily accept the lowest priced Quotation or an alternative bid;
- Bids lodged at the incorrect venue that reach the correct venue late will be regarded as late.
- Reject all Quotations, if it so decides;
- Place an order in connection with this Quotation at any time after the RFQ's closing date;
- Make no award at all.
- 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 should it at PRASA's discretion be more advantageous in terms of, amongst others, cost or developmental consideration; or

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

A Proposal submitted by a Respondent will be subjected to review and acceptance or rejection of its proposed contractual terms and conditions 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 evaluation process in selecting the preferred Supplier/Service Provider.

EVALUATION PROCESS	
Compliance Requirements Stage 1	
Stage 1A	
Mandatory Compliance Requirements	
Stage 1B	
Non-Mandatory compliance Requirements	
Stage 2	
Technical/Functional Criteria	Testing of capacity – meet minimum threshold of 65%
Stage 3 - Price and B-BBEE	
Price	80
BBBEE	20
TOTAL	100

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 Business 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 adjudication body has approved the process and award of the business to the successful respondent(s), the validity of the successful respondent(s)' response will be deemed to remain valid until a final contract has been concluded.

15 DISCLOSURE OF PRICES QUOTED

Respondents are to note that, on 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), on CIDB website for construction related RFQ's. (If 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 NON -MANDATORY RETURNABLE DOCUMENTS

Failure to provide all these Non -Mandatory Returnable Documents at the Closing Date and time of this RFQ, PRASA may request the documents and must be made available at the time of request: Respondents are therefore urged to ensure that all these Documents are made available at the time of request.

16.2 RETURNABLE DOCUMENTS USED FOR SCORING PURPOSES

Failure to provide these Returnable Documents at the Closing Date and time of this RFQ, will not result in Respondent's disqualification. However, bidders will receive a score of zero for the applicable evaluation criteria.

17 BRIEFING SESSION (DELETE IF NOT APPLICABLE)

A Compulsory **RFQ** briefing session **will be held on the 26th of October 2022, at 11:00 for a period of an hour at Cape Town Station, Shosholoza Meyl Entrance** The briefing session will start punctually at 11h00, and information will not be repeated for the benefit of Respondents joining late

SECTION 3

1 EVALUATION CRITERIA:

NB: Compliance Requirements for all Services/Goods and works

Stage 1A: Mandatory Compliance Requirements - If you do not submit the following mandatory documents your Proposal/Quote will be disqualified automatically:

No.	Description of requirement	
a)	Price Schedule and Pricing form (Section 4) must be included in Volume2/Envelope 2 To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilize a different format. Deviation from this pricing schedule will result in a bid being declared non-responsive.	
b)	Completion and submission of RFQ documents, SBD forms, Commissioner of Oath with ALL declarations	
c)	Bidders to fill and sign the closing / submission register on submission of the tender documents, failure to comply will result into disqualification	
d)	Joint Venture / Consortium agreement / Trust Deed/ Confirmation in writing of their intention to enter into a JV or consortium agreement signed by all parties. (if applicable)	
e)	Attendance certificate of compulsory briefing session/Proof of attending the briefing	

Stage 1B: Non – Mandatory Compliance Requirements - The following documents are non-mandatory and where not submitted, Prasa may request the documents and must be made available at the time of request:

No.	Description of requirement	
a)	Company Registration Documents	
b)	Copies of Directors' ID documents;	
c)	Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin	
d)	CSD report / CSD reference number	
e)	Proof of UIF registration	
f)	Proof of Bank Account (i.e. cancelled cheque or letter issued by the bank	
g)	Valid Original, or certified copy of Letter of Good Standing (COIDA)	

Stage 1C: 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)	<p>Valid B-BBEE Certificate from SANAS accredited rating agency (Original or certified copy) /DTI B-BBEE certificate (original or certified copy) or sworn affidavit signed and stamped by the commissioner of oath. Joint ventures to submit the consolidated Valid B-BBEE Certificate from SANAS accredited rating agency (Original or certified copy)</p> <p>Consolidated BBBEE certificate for Joint Venture is required. As per the implementation guide preferential procurement regulations 2017 pertaining to the preferential procurement policy framework act no 5 of 2000 march paragraph 9 BROAD BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES sub paragraph 9.3 and 9.4 states that:</p> <p>A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status Level Verification certificate for every separate tender.</p>	

2.1 Stage 2

Technical / Functionality Requirements

Scoring of Functionality:

The minimum threshold for Technical/functionality criteria is 65% and bidders who score below this minimum will not be considered for further evaluation in terms of price and B-BBEE.

CRITERIA	SUB CRITERIA	SCORING / APPLICATION	WEIGHTING
Grass cutting and vegetation control Implementation Plan	Implementation Plan indicating different services. - Grass cutting Implementation Plan. - Vegetation control (Herbicide) handling Plan -Training schedule including formal and on the job training on but not limited to, Occupational Health & Safety, Power tools training, and housekeeping, -Recycling initiative plan -Waste handling (Management) plan.	0- No information / irrelevant submission 1- One of the Implementation Plan required of the listed services 2- Two of the Implementation Plan required of the listed services 3- Three of the Implementation Plan required of the listed services 4- Four of the Implementation Plans required of the listed services 5- Five of the Implementation Plans required of the listed services	30%
Health and Safety Plan	A safety plan to be submitted in accordance with the OHSA1993 and Passenger Rail Agency of South Africa Health and Safety Specification. Including but not limited to: - Safe working Procedures, - Indicates frequency of the safety meetings.	0: No information / irrelevant submission 1: Submitted a Health and Safety Plan fully addressing 1 Item as listed. 2: Submitted a Health and Safety Plan fully addressing 2 Item as listed. 3: Submitted a Health and Safety Plan fully addressing 3 Item as listed.	

	<p>-List of PPE to be used by Cleaning Personnel</p> <p>- Detailed risk management plan</p> <p>- Method Statement</p> <p>-Certificate for Health and safety (fire and first aid training are acceptable)</p>	<p>4: Submitted a Health and Safety Plan fully addressing 4 Item as listed.</p> <p>5: Submitted a Health and Safety Plan fully addressing 5 or more Item as listed.</p>	20%
Financial Capability: Operating Cash-flow	<p>Financial Capacity: Operating cash flow</p> <p>Provide two (2) recent year's annual financial statements prepared by the registered professional which reflect the company financial capability to manage the project.</p> <p>Required components of financial statement: Statement of financial position) Balance sheet (statement of cash flow), income statement (Profit and Loss)</p> <p>Formula: Operating Cash Flows Ratio = Cash Flows from Operations/Current Liabilities</p>	<p>0: No Submissions of financial Statement</p> <p>1. Submission of incomplete or irrelevant of financial Statement</p> <p>2. Operating Cash Flows Ratio $X < 0$</p> <p>3. Operating Cash Flows Ratio $0 \leq X < 0.5$</p> <p>4. Operating Cash Flows Ratio $0.5 \leq X \leq 1$</p> <p>5. Operating Cash Flows Ratio $X > 1$</p>	20%

Previous/ current relevant experience	<p>Company experience: Score will be based on successfully completed horticultural projects i.e. grass cutting and vegetation control or similar projects implemented over the last five (5) years of which details are provided:</p> <p>Contractor to submit: Signed reference letter on a company letterhead with a contact detail indicating the completion and Value of the project.</p>	<p>0. No Submissions or irrelevant information</p> <p>1. Previous jobs completed to the value less than R500 000.</p> <p>2. Previous jobs completed summing to the value of R500 001 - R750 000.</p> <p>3. Previous jobs completed summing to the value of R750 001 – R1 000 000.</p> <p>4. Previous jobs completed summing to the value of R1 000 001 - R2 000 000.</p> <p>5. Previous jobs completed summing above the value of R2 000 000.</p>	30%
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2.2 Stage 3 - Price and B-BBEE

Evaluation criteria	Weighting
BBBEE	20
Price	80
TOTAL	100

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

Where:

P_s = Score for the Bid under consideration
 P_t = Price of Bid under consideration
 P_{min} = Price of lowest acceptable Bid

Evaluation of Preference

Evaluation and final weighted scoring

- a) Broad-Based Black Economic Empowerment criteria [weighted score 20 points]
 Preference Points will be awarded to a bidder for attaining the B-BBEE status level contribution in accordance with the table indicated in Section 7 B-BBEE claim form.

SECTION 4

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule **Section 11**.

- 1 Prices must be quoted in South African Rand, inclusive of VAT.
- 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 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:
 - 7 negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
 - 8 if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFQ;
 - 9 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFQ.
 - 10 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 or 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.

Local Content Obligations

Respondents are to note that the Local Content commitments made by the successful Respondent(s) will be incorporated as a term of the contract and monitored for compliance. Should the successful Respondent fail to meet its Local obligations, non-compliance penalties shall be applicable. Breach of Local Content obligations also provide PRASA cause to terminate the contract in certain cases where material non-compliance with Local Content requirements are not achieved.

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 Supplier may not assign or subcontract any part of this order/contract without the written consent of PRASA.

Termination

PRASA may terminate the order/contract at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to PRASA):

If the Supplier defaults in due performance of the order/contract, or if the Supplier becomes bankrupt or otherwise is, in the opinion of PRASA, in such financial circumstances as to prejudice the proper performance of the order/contract, or for any other reason in which case the Supplier will be compensated for all costs incurred.

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 interest¹ 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

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:

.....
.....

¹ 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.

- 2.3 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 consortium² 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.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 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.
- 3.6 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

² 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.

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

SECTION 7

B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable.

1.3 Either the **80/20** preference point system shall be applicable to this bid.

1.4 Preference points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5.1 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that

preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Black designated group**” has meaning assigned to it in codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.6 “**Black People**” meaning assigned to in Section 1 of Broad-Based Black Economic Empowerment Act.
- 2.7 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8 “**CIPC**” means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- 2.9 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.10 “**consortium or joint venture**” 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;
- 2.11 “**contract**” means the agreement that results from the acceptance of a bid by an organ of

state;

- 2.12 **“co-operative”** means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)
- 2.13 **“Designated Group”** means - i) Black designated groups; ii) Black People; iii) Women; iv) people with disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)
- 2.14 **“Designated Sector”** means, sub-sector or industry or product designated in terms of regulation 8(1)(a)
- 2.15 **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.16 **“firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.17 **“functionality”** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- 2.18 **“Military Veteran”** has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011);
- 2.19 **“National Treasury”** has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 2.20 **“non-firm prices”** means all prices other than “firm” prices;
- 2.21 **“person”** includes a juristic person;
- 2.22 **“People with disabilities”** meaning assigned to it in terms of Section 1 of Employment Equity Act, 1998 (Act No. 55of 1998)
- 2.23 **“Price”** includes all applicable taxes less all unconditional discounts.
- 2.24 **“Proof of B-BBEE Status Level of Contributor”** i) the B-BBBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad-

Based Black Economic Empowerment Act.

- 2.25 **“Rural Area”** i) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.
- 2.26 **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.27 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.28 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.29 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.30 **“Township”** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994
- 2.31 **“Treasury”** meaning assigned to it in Section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
- 2.32 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.33 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.34 **“Youth”** meaning assigned to it in terms of Section 1 of National youth Development Agency Act, 2008 (Act No. 54 of 2008).

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.

- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must 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
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances PRASA would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.
- 5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.
- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating a Verification Agency accredited by SANAS.
- 5.5 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.9 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

6.1.1 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 6.2 B-BBEE Status Level of Contribution: . = (maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

- 8.1 Name of company/firm:.....
- 8.2 VAT registration number:.....
- 8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

8.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the

- iv) purchaser that the claims are correct;
- v) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have.
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bidder to another person without disclosing it, PRASA reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SECTION 8

COMMISSIONER OF OATH

I certify that the above has acknowledged that he/she knows and understands the contents of this document, that he/she does not have any objection to taking the oath, and that he/she considers it to be binding on his/her conscience, and which was sworn to and signed before me at _____ on this the _____ day of _____ 20____, and that the administering oath complied with the regulations contained in Government Gazette No. R 1258 of 21 July 1972, as amended.

COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON	
STAMP :	NAME & SURNAME:
	DESIGNATION/RANK :
	PERSAL/EMPLOYEE NO:
	PLACE/DATE:

SECTION 9

CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING

It is hereby certified that

_____ Representative(s) of
_____ [name of entity] has
attended the RFQ Briefing session to which this enquiry relates.

FOR / ON BEHALF OF PRASA

DESIGNATION

Name _____

Signature _____

Acknowledgement

It is hereby certified that the bidder has acquainted himself /themselves with the RFQ enquiry

THUS DONE and SIGNED at _____ on this _____ day of _____ 20.....

DULY AUTHORISED SIGNATORY(IES)

WITNESSES

Signature _____ Name _____

Signature _____ Name _____

SECTION 10

SPECIFICATION/SCOPE OF WORK

1. SCOPE OF WORK AND AREAS OF FOCUS

a. SCOPE OF THE DESIRED SOLUTION

The appointed service provider shall be required to provide highest quality service to PRASA.

The provision of this service shall comply with applicable and relevant regulations and laws that governs the cleaning sector as well as Health and Safety Act (Act 85 of 1993) and Railway safety Act (Act 16 of 2002)

Service provider that will be providing the service will focus but not limited to below scope of work and areas focus:

- ✓ **Cutting of Grass and Weeds**
- ✓ **Cutting of Shrubs and Bushes**
- ✓ **Cutting of Trees**
- ✓ **Trimming of Trees**
- ✓ **Application of Weeds poison**

C2.1.1 CUTTING OF GRASS AND WEEDS (PROVISIONAL)

Measurement and payment will be made under item 1 of the Bill of Quantities for the cutting of grass and weeds as described in clause P3 of the Particular (Project) Specifications. Payment will be made per hectare of grass and weeds cut. The rates tendered shall be all inclusive for:

- the cutting of grass, weeds and small shrubs and bushes, and
- the removal and disposal of all cut grass, weeds and small shrubs and bushes, and/or loose dead or dry branches and stumps within the worked area.

C2.1.2 CUTTING OF SHRUBS AND BUSHES (PROVISIONAL)

Measurement and payment will be made under item 2 of the Bill of Quantities for the cutting of shrubs and bushes as described in clause P3 of the Particular (Project) Specifications. Payment will be made per square meter of shrubs, bushes and trees (thinner than 10mm and higher than 1m) cut. The rates tendered shall be all inclusive for:

- the cutting of shrubs, bushes and trees, and

- the removal and disposal of all cut and/or loose dead or dry branches and stumps within the worked area.

C2.1.3 CUTTING OF TREES (PROVISIONAL)

Measurement and payment will be made under item 3 of the Bill of Quantities for the cutting of trees as described in clause P3 of the Particular (Project) Specifications. Payment will be made per tree cut according to the stem diameter at 100mm above ground level. The rates tendered shall be all inclusive for:

- the cutting of trees,
- the application of herbicide on cut stumps,
- the removal and disposal of all cut and/or loose dead or dry branches and stumps within the worked area, and
- the monitoring of the level of control of work areas as described in clause P3 of the Particular (Project) Specifications.

C2.1.4 TRIMMING OF TREES (PROVISIONAL)

Measurement and payment will be made under item 4 of the Bill of Quantities for the trimming of trees as described in clause P3 of the Particular (Project) Specifications. Payment will be made per tree trimmed according to the tree height. The rates tendered shall be all inclusive for:

- the trimming of trees, and
- the removal and disposal of all cuts and/or loose dead or dry branches and stumps within the worked area.

b. EXTENT AND COVERAGE OF THE PROPOSED PROJECT

The required service shall be undertaken within the Western Cape Region including the far-north stations Beaufort west, De -Aar, Laingsburg Etc. and the following are the areas of focus but not limited to:

- ✓ Vacant PRASA Land
- ✓ Depot Facilities
- ✓ Rail reserves
- ✓ Vacant commercial properties

- ✓ Vacant residential properties
- ✓ Wetlands

Service providers are required and encouraged to familiarize themselves with the requirements of the specifications and areas of focus to be able to give accurate price.

c. **OTHER RELATED PROJECTS**

None presently

2. SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

2.1. Particular / Generic specifications

The following particular and generic specifications are applicable to this contract:

- Specification for Vegetation Control
- E7/1: Specification for works on, over, under or adjacent to Railway lines and near High Voltage equipment
- Safety arrangements and procedural compliance with occupational Health and safety Act, (Act 85 of 1993) and applicable regulations.

2.2. Plant, material and equipment

Except where otherwise specified, the Contractor shall provide all necessary labour, transport, plant, material, equipment, consumables, tools and services of every description required to complete the works included in this Contract and any other work arising from it.

The Contractor shall provide written certification of compliance with specification of any materials (chemicals) supplied by him.

No plant, material or equipment will be supplied by PRASA.

2.3. Existing services

The Contractor shall take all reasonable precautions to protect existing services during his activities on the site, and any known service damaged as a result of the Contractor's operations, shall be repaired and reinstated by the Contractor or the Authority concerned, all at the expense of the Contractor and to the satisfaction of the Technical Officer.

2.4. Site establishment

2.4.1. Services and facilities provided by the Contractor:

- ***Site storage / camp site***

The Contractor shall clear and prepare the site for his camp and the cost thereof shall be included in the rates quoted for the Works.

The Contractor shall provide safe and secure storage facilities for all herbicides or chemicals brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorized persons or animals cannot gain access to such chemicals. The Contractor shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area.

- ***Housing of employees***

No housing of employees of the Contractor will be allowed on the property of the Passenger Rail Agency of South Africa and the Contractor shall make his own arrangements for the housing of his employees.

- ***Water supply, light, power etc.***

The contractor shall make his own arrangements for the supply of water (for all purposes), light, power, approved portable sanitation facilities, and telephones as required for his camp site and on the site of the Works. Water may be obtained from existing PRASA points of supply, but the Contractor shall ensure that the water is suitable for the application of herbicides.

- ***Contractor's agent and communication***

The Contractor or his duly authorised agent shall at all times be in possession of a cellular phone, in working condition, so as to enable the Technical Officer to communicate with the Contractor at all times during the duration of the contract. The Contractor shall allow for this in his rates quoted for the Works.

- ***Site office and Accommodation for the Technical Office***

No site office will be required for the Technical Officer.

- ***Tidiness of site***

The contractor shall continuously clear and dispose of rubbish, debris, waste and surplus materials to maintain the site in a tidy state.

- ***Removal of facilities established on site***

On completion of the contract the Contractor shall remove all established facilities from the site and restore the site as directed by the Technical Officer.

- ***Security***

The Contractor shall provide his own security for the protection of his workmen and assets.

- **Occupation and Work Permits**

No occupations and work permits will be granted and the contractor shall plan and execute the Works in such a manner that the safe passage of trains will not be affected. Clearances as set out in the E7/1 specification shall at all times be adhered to.

- **Safety Clothing**

The Contractor shall supply all relevant safety clothing to all supervision and labour. The Contractor shall also supply reflective vests to all supervision and labour so that they are more visible to train drivers. No separate payment will be made for safety clothing, as the contractor shall allow for this in his rates quoted for the Works.

2.5. MANAGEMENT

2.5.1. Management of the Works

a) Project Manager and Technical Officer

The Project Manager for this contract will be the PRASA CRES FACILITIES MANAGER, Western Cape. The Technical Officer will be appointed by the Project Manager to administer the performance and the execution of the Works according to the powers and rights held by and obligations placed upon him in terms of the Contract.

b) Programme of Work, Planning and Sequence of Works

All works will be done as-and-when requested by the Technical Officer. The Technical Officer will issue a written callout/instruction describing and giving details and quantities of works to be done. The Contractor shall submit a detailed explanation of how he intends to perform the works. The period within which the Works detailed in each callout must be completed shall be agreed between the Contractor and the Technical Officer.

c) Co-operation with PRASA Staff

The Contractor shall co-operate with PRASA's and workmen on site, to their mutual benefit. All necessary co-operations will be afforded the contractor to enable the speedy completion of his work. However, should any dispute regarding the sequence or priority of the work arise, the decision of the Manager in this matter shall be regarded as final.

d) Site Meetings

The Technical Officer will arrange site liaison meetings as necessary. The Contractor or his duly authorized representative shall be available when called upon to attend site meetings with the Technical Officer or his representative.

e) Site Instructions and Site Diary

All instructions to the Contractor shall be in writing and shall be deemed to have been received if left with the Contractor or his agent at the Works or at the business premises of the Contractor or at his office on the site. The Contractor shall supply and have available on site at all times two triplicate carbon copy books. In one book, site instructions shall be recorded. The other book shall be used by the Contractor as a diary for recording day by day the state of the weather, the work done each day, labour and plant on the site of the works and full details of any circumstance which may affect the progress of the Works. The original sheet of each set of 3 pages will be removed from both books and retained by the Technical Officer. The Contractor may remove the second sheet, but the third sheet shall be retained on the site until completion of the Works.

2.6. Health and Safety

Health and Safety specifications

Most of the activities pertaining to the works will be executed on, over, under or adjacent to railway lines and near High Voltage equipment.

Trains will be operated on the railway lines while work is in progress. The Contractor shall at all times perform the work in such a manner that the tracks are safe for the passage of trains.

The contractor shall at all times be responsible for the safety of his personnel on the site of the works while paying special attention to the danger of them being over-run by passing trains.

The following generic (Standard) PRASA specifications are applicable to this contract:

- E7/1: Specification for works on, over, under or adjacent to Railway lines and near High Voltage equipment. (Also referred to as the E7/1 specification)
- Safety arrangements and procedural compliance with the Occupational Health and Safety Act (Act 85 of 1993) and applicable Regulations.

Site Access Certificate

A Site Access Certificate will not be issued unless the contractor's Health and Safety programme has been approved by the Technical Officer.

Non-Compliance to Contractual Safety Conditions

PRASA reserves the right to stop the Works and report the Contractor to the Department of Labour should the Contractor fail to adhere to any of the contractual safety conditions. No extension of time claim or relief of penalties requests arising from Works being stopped due to the Contractor's failure to comply with contractual safety conditions will be entertained.

SPECIFICATION FOR VEGETATION CONTROL

P1. Compliance

Where herbicide is to be used the Contractor shall ensure that this work is done in the presence and under the supervision of a registered Pest Control Operator. **The Pest Control Operator must be registered with the Department of Agriculture, Forestry and Fisheries in the field of industrial weed control in terms of the Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 11047) as amended.**

P2. Cutting of Vegetation

The contractor shall take the necessary precautions to prevent damage to PRASA assets and other public or private properties. Where trees are too long and at a risk to damage property, the trees shall be cut in sections from the top downwards.

Weeds, grass, small shrubs and bushes shall be cut with acceptable weed cutters or brush cutters to a height of not more than 100mm above ground level.

Woody plant material, i.e. trees, shrubs and bushes, shall be cut with acceptable chainsaws or brush cutters to a height of 100mm above ground level and the remaining stumps treated immediately after cutting with herbicide so that they cease to exist as living organisms or entities. The herbicide shall be mixed with a dye to indicate application. Only registered herbicides may be used. Herbicides, which act as a scorching agent (e.g. with Paraquat or similar active ingredients) shall not be used. The types of herbicide and the methods of application to be employed are subject to the approval of, and monitoring by the Technical Officer. Application methods shall, however, be entirely in accordance with the manufacturer's specifications and recommendations for safe and effective use of the herbicides or herbicide mixtures concerned. Any deviation from the approved method of work or use of herbicides shall be subject to the approval of the Technical Officer.

Desirable plants shall only be trimmed back to the satisfaction of the Technical Officer.

Obstructing vegetation to be trimmed includes all vegetation of the following nature:

- Vegetative matter within a 4m radius of overhead power cables.
- All protruding vegetation (inclusive of overhanging canopies) within 4m of the centre of the track.
- All vegetation obstructing the line of sight of essential rail traffic signage.
- All other vegetation as pointed out by the Technical Officer that is deemed threatening to the normal operation of the track.

All cut and/or loose dead or dry branches and stumps within the worked area shall be removed from site within 5 days and dumped at an approved dumping site by the local authority. The Contractor may make use of a chipper, but chipped material shall be removed from PRASA's property.

No extra payment will be made for dumping as the contractor is expected to include for this in his tendered rates.

Failure to remove cut, dead or dry vegetation within 5 days shall result in PRASA charging the Contractor a penalty fee of R500.00 per day, which shall be deducted from money due to the Contractor.

P3. Performance Monitoring and Evaluation

The Contractor shall at all times be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved. He shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.

The Technical Officer may at any time during the operation carry out inspections of the Contractor's performance, methods and procedures. He may at any time take samples of the chemicals applied and arrange for the testing thereof. Where test-samples fail to conform to the specifications the costs of testing will be recovered from the Contractor. The Technical Officer may order the Contractor to re-treat entire sections where such chemicals were applied.

The Technical Officer will carry out monthly official inspections of the work for the purpose of measuring progress and evaluating whether standards have been achieved. The Technical Officer will inform the Contractor 3 days in advance of these inspections. The inspections shall be performed visually, and the Contractor shall be present or forfeit his right to dispute the measurements and evaluation of the Technical Officer.

During each of these inspections the work areas completed will be measured and evaluated. A work area that does not comply with the specified level of control will be recorded as a "rejected work area".

The rejection of work areas that do not comply with the standard of control for individual work areas will be final and valid for that inspection. The rejection by the Technical Officer of work performance may be contested by the Contractor only at the time and place of rejection. The rejection of a work area at a particular inspection shall remain final for that inspection for payment purposes, but the Contractor may execute further remedial work in order to achieve the required standard of control at the next inspection.

In the case where the Technical Officer and the Contractor fail to agree on rejected work areas, the rejected work areas shall be recorded as "disputed work areas". The Contractor shall prepare an appropriate record of all disputed work areas in order that such disputes may be resolved by way of the dispute resolution procedures stipulated in the General Conditions of Contract.

The Technical Officer may at any time after treatment of an area order the Contractor to carry out remedial action, to be commenced within 2 weeks after being so ordered. Prior to the commencement of such remedial action a remedial work programme must be submitted to the Technical Officer for his approval. Failing to do so, the Technical Officer may arrange for such action to be carried out by others at the cost of the Contractor.

P4. Damage to Fauna and Flora

The Contractor shall always ensure that his employees exercise care and consideration for the fauna and flora within and adjacent to the area to be treated.

The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature which may damage crops, vegetation or property or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants. The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the executing of the works. Containers and residual material shall not be disposed of on PRASA property or as part of PRASA refuse.

The Contractor shall take particular note of environmentally sensitive areas and shall plan and execute his work with the utmost care and responsibility.

The Contractor shall take the presence of drainage works in the work areas into account and shall ensure that no water-borne movement of herbicides is possible.

SITE INFORMATION

LOCATION AND ACCESS TO THE SITE OF THE WORKS

Access to the site of the Works is by public roads joining up with the service/mechanization roads of PRASA along the railway line. The Contractor shall not make use of private roads to gain access to the service/mechanization roads unless he can produce documentary proof of consent from the owner of such road and indemnifies PRASA against any claims that may arise from the use of such private roads.

Vehicle access to certain sections is restricted. The Contractor shall make his own arrangements with regard to access to the sites and shall allow for this in his rates tendered for the Works.

SECTION 11

PRICING SCHEDULE

IMPORTANT NOTE						
The tender amounts provided must include ALL COSTS for grass cutting and vegetation control, the tendered amount shall further include tools and equipment, uniform, labour, chemicals (herbicide) and all necessary material needed to offer the services.						
NOTE: This is a fixed Budget term contract and therefore service providers are advised to factor in inflation escalations as per the current and projected CPI for the following years						

Pricing Schedule						
AD-HOC WORKED (AS AND WHEN REQUIRED)						
Reference to Pricing Instructions	Item	Description of Services of works	Unit of measure	Estimated Quantity per Annum	Rate per m2	Total Amount
C2.1.1	1	Cutting of Grass and Weeds including cart off to disposal site	m ²	1 500 000		
	1.1	Application of weeds killer through approved herbicide.	m ²	200 000		
C2.1.2	2	Cutting of Shrubs and Bushes including cart off to disposal site				
	2.1	Shrubs and bushes < 1.5m high	m ²	200 000		
	2.2	Shrubs and bushes > 1.5m high	m ²	100 000		
C2.1.3	3	Cutting of Trees including cart off to disposal site				
	3.1	Trees with stem diameter 10 - 50mm	ea	1 000		
	3.2	Trees with stem diameter 50 - 150mm	ea	100		
	3.3	Trees with stem diameter 150 - 300mm	ea	50		
	3.4	Trees with stem diameter 300 - 600mm	ea	10		
	3.5	Trees with stem diameter > 600mm	ea	5		
C2.1.4	4	Trimming of Trees including cart off to disposal site				
	4.1	Trimming of trees < 4m high	ea	20		
	4.2	Trimming of trees 4 - 7m high	ea	10		

	4.3	Trimming of trees > 7m high	ea	5		
Total Amount (excluding V.A.T.)					R	
Amount of V.A.T. (15%)					R	
Total Amount (including V.A.T.) <u>Price to be transferred to final pricing summary year 1.</u>					R	

6m3 skip and litre fluorescent tubes coffins and associated electronics fittings

Service provider

Witness 1

Date

Witness 2

2.7.FINAL PRICING SUMMARY

CONTRACT YEAR	ANNUAL % PERCENTAGE ESCALATION (CPI)	Annual Amount Inclusive of 15% VAT
YEAR 1	N / A	
YEAR 2	_____ %	
YEAR 3	_____ %	
TOTAL TENDERED AMOUNT FOR A PERIOD OF 36 MONTHS		

