



prasa

PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: ECR/02/10/2024

**THE PROVISION OF ONE (1) SERVICE PROVIDER FOR REPLACEMENT OF THE ROOF
COVERING IN EAST LONDON BUILDING FOR A PERIOD OF TEN (10) MONTHS HANDOVER IN
THE EASTERN 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:	ECR/02/10/2024	CLOSING DATE:	07 November 2024	CLOSING TIME:	12:00PM
DESCRIPTION	THE PROVISION OF ONE (1) SERVICE PROVIDER FOR REPLACEMENT OF THE ROOF COVERING IN EAST LONDON BUILDING FOR A PERIOD OF TEN (10) MONTHS HANDOVER IN THE EASTERN CAPE REGION				

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

BID RESPONSE BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) AND MUST ALSO SIGN THE SUBMISSION REGISTER

8 STATION STREET, PRASA REGIONAL OFFICE

EAST LONDON

Electronic submissions will not be considered

Bidders must sign the submission register at SCM offices - face brick building

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Luleka Mtyala				
TELEPHONE NUMBER	043 7002169				
E-MAIL ADDRESS	lmtyala@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.....

<p>2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p> <p>2.2</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>2.3 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE PRASA 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 INVALID.

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 PRASA before the closing hour on the date shown on SBD1 above and must be enclosed in a sealed envelope. 1.1 Bidders are required to package their response/Bid as follows:

Volume 1 (Envelop 1/Package 1)

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

Volume 2 (Envelop 2/ Package 2)

- o **Part C:** Financial Proposal

Volume 2 should be submitted in a separate sealed envelope. Bidders should make their pricing offer in envelop 2/package

1.2 Bidders should ensure that their response to the RFQ is in accordance with the structure of this document.

2 COMMUNICATION

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

3 BIDDERS COMPLAINTS PROCESS

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

- 3.1.1 Bid/Tender Description;
- 3.1.2 Bid/Tender Reference Number;
- 3.1.3 Closing date of Bid/Tender;
- 3.1.4 Supplier Name;
- 3.1.5 Supplier Contact details; and

3.1.6 The detailed compliant.

4 LEGAL COMPLIANCE

The successful Bidder 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 Bidder to its submission will not be considered after the closing date and time.

6 PRICING

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

7 BINDING OFFER

Any Quotation furnished pursuant to this RFQ 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)/works and request Bidders to re-bid on any changes;
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein; and
- Reject Quotations submitted after the stated submission deadline or at the incorrect venue.

Should a contract be awarded on the strength of information furnished by the bidder, 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 bidder.

Should the preferred bidder 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 bidder provided that he/she/it is still prepared to provide the required goods at the quoted price.

9 LEGAL REVIEW

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

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Bidders 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 bidder 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 Bidders. PRASA agrees that it shall only process the information disclosed by Bidders 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 Bidders or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Bidders. Similarly, PRASA requires Bidders to process any personal information disclosed by PRASA in the bidding process in the same manner.

12 EVALUATION METHODOLOGY

PRASA will utilise the following criteria in choosing a Supplier/Service Provider:

EVALUATION CRITERIA	WEIGHTING
Stage 1 – Compliance Requirements	
Stage 1A	Mandatory Requirements
Stage 1B	Other Mandatory Requirements
Stage 1C	Documents used for scoring
Stage 2	
Price	80
Specific Goals	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 sixty (60) **Working Days** from the closing date.

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

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

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

16 RETURNABLE DOCUMENTS

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

16.1. Mandatory Returnable Documents

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

17 BRIEFING SESSION - COMPULSORY

A Compulsory RFQ briefing session will be held on the 31 October 2024 for a period of an hour at East London Train Station. The briefing session will start punctually at 10h00, and information will not be repeated for the benefit of respondents joining late

SECTION 3

1 EVALUATION CRITERIA:

Stage 1A – Mandatory Requirements

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

Only bidders who comply with stage 1A will be evaluated further.

No.	Description of requirement	
a)	Price Schedule/Bill of Quantities (BOQ) and Pricing and delivery Schedule (Section 4) must be submitted as Volume 2 in 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)	Bidders to fill and sign the submission register at reception at SCM Offices on submission of tender documents	
c)	Attendance Certificate of Compulsory Briefing or proof of attendance of briefing session (Signing of attendance register)	
d)	The proof of Active CIDB grading level of 3GB or higher . Joint Venture Bidders must submit joint / consolidated grading certificate.	

Stage 1B –Other Mandatory Requirements

If you do not submit the following basic compliance documents and should an award, be made, these basic compliance documents must be made available within seven (7) days of request from PRASA, failing of which the award will be recalled.

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)	Completion of ALL RFQ documentation (includes ALL declarations)	
e)	CSD supplier registration number	
f)	Proof of Bank Account (i.e., cancelled cheque or letter issued by the bank	
g)	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)	

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)	Certified copy of ID Documents of the Owners	
b)	Audited Annual Financials/ B-BBEE Certificate/Affidavit	
c)	CIPC Documents / B-BBEE Certificate/Affidavit	
d)	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability	

STAGE 2

TECHNICAL EVALUATION

Scoring of Functionality:

Qualifying bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is 60% as per the standard Evaluation Criteria presented in Table 1 above. Bidders who score below this minimum requirement shall not be considered for further evaluation in stage 3

Details of the technical/functional requirements are presented in Table 5 below.

ITEM	CRITERIA	WEIGHT
1.1	Track record of the contractor	25
1.2	Years of experience of key personnel	25
1.3	Resources	30
1.4	Financial Capacity	20
	TOTAL	100

Table 5: Technical Evaluation Criteria

Functional Evaluation Criteria

Qualifying bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is

60% as per the standard Evaluation Criteria presented in **Error! Reference source not found.** above. Bidders who score below

this minimum requirement shall not be considered for further evaluation in stage 3.

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

CRITERIA	SUB-CRITERIA	SCORING	WEIGHT
<p>Track Record of the Contractor on similar type (General building Work) and sizes (3GB or higher) of projects previously executed. Proof of Projects executed prior CIDB regulation changes in October 2019 within level 2GB grading or higher will also be accepted. Project must still fall within the 2013-2023 period.</p>	<p>Full points are allocated for track record of 5 projects of similar type and scale executed and completed by Tenderer in consideration in the last 10 years (2013-2023). All the below items 1&2 must be provided for all projects presented under the scoring.</p> <ol style="list-style-type: none"> 1. Appointment letter from client, signed and on Client Letterhead & 2. Reference Letter or Final Completion Certificate from the client, on Client Letterhead, signed or stamped with contactable references. <p>One of the provided documents must indicate value of the contract and duration.</p>	<p>0 points = No proof or submission</p> <p>1 point = Proof of 1 project of similar type of scope and scale</p> <p>2 points = Proof of 2 projects of similar type of scope and scale</p> <p>3 points = Proof of 3 projects of similar type of scope and scale</p> <p>4 points = Proof of 4 projects of similar type of scope and scale</p> <p>5 points = Proof of 5 or more projects of similar type of scope and scale</p>	<p>25%</p>

CRITERIA	SUB-CRITERIA	SCORING	WEIGHT
<p>Years of experience of key personnel Years of experience of key personnel to be directly responsible for implementation of this project.</p>	<p>Qualified Site Agent with a qualification in Civil Engineering or Construction Management or Building Science (Qualifications are National Diploma or B-Tech or Degree) Please provide CV's which clearly indicates the role of the Personnel required with certified qualifications valid for a period of 6 months. Building/Civil projects shall include building work projects, CV to Detail the start date and completion date of projects. Failure to indicate the above will lead the submission to being a non-submission or irrelevant submission.</p>	<p>0 points - No submission or irrelevant submission. 1 point - One (1) years' experience on building/civil projects 2 points - Two (2) years' experience on building/civil projects 3 points – Three (3) years' experience on building/civil projects 4 points – Four (4) years' experience on building/civil projects 5 points – Five (5) years' experience on building/civil projects</p>	25%
Resource Availability	<p>Proof of ownership or rental of plant and equipment (ownership certificates of vehicles from traffic dept) or proof of leasing/hiring in letterhead of supplier</p> <ul style="list-style-type: none"> ○ Drilling machine ○ Grinder machine ○ LDV (Bakkie) ○ Scaffolding ○ Wheelbarrow ○ Jigsaw ○ Dumpy level <p>Note:</p> <ul style="list-style-type: none"> • For rental of plant and equipment a letter of intent on the letter head of the rental company or rental agreement will be sufficient. • For ownership of plant and equipment a list on a company letter head and signed by the company director will be sufficient. 	<p>0 Point – No submission provided. 1 Point – 1 listed item or irrelevant submission 2 Points – 2 or 3 listed items 3 Points – 4 or 5 listed items 4 Points – 6 or 7 listed items 5 Points – 8 listed items and above Note that by providing more quantities of the same item no additional points will be awarded i.e. two watercarts will be awarded 1 point.</p>	30

CRITERIA	SUB-CRITERIA	SCORING	WEIGHT
	For ownership of a bakkies only proof from Traffic Dept will be accepted.		
Financial Capacity: Operating cash flow	Provide two (2) recent year's annual financial statements prepared by the registered professional which reflect the company financial capability to manage the infrastructure project. - Required components of financial statement: Statement of financial position) Balance sheet (statement of cash flow), income statement (Profit and Loss) Formula: Operating Cash Flows Ratio = Cash Flows from Operations/Current Liabilities	0 points = No Submissions of financial Statement 1 point = Submission of incomplete or irrelevant of financial Statement 2 points = Operating Cash Flows Ratio $X < 0$ 3 points = Operating Cash Flows Ratio $0 < X < 0.5$ 4 points = Operating Cash Flows Ratio $0.5 < X < 1$ 5 points = Operating Cash Flows Ratio $X > 1$	20%
TOTAL			100%

STAGE 3

- Price and Specific Goals

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

The maximum points for this tender are allocated as follows:

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Acceptable Evidence/Proof of required	Number of points allocated. (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% Black Women Owned	Certified copy of ID Documents of the Owners	4	
51% Black Youth Owned	Certified copy of ID Documents of the Owners	4	
EME 51% Black Owned	Audited Annual Financial/ B-BBEE Certificate / Affidavit	4	
51% Black Owned	CIPC Documents / B-BBEE Certificate / Affidavit	4	
Owned by Black People with Disability (PWD)	Certified copy of ID Documents of the Owners and Doctor's note confirming disability	4	
Total		20	

APPOINTMENTS OTHER THAN THE SUCCESSFUL BIDDER

- 1.1 PRASA may appoint a bidder other than the successful bidder under the following instances:
 - (i) When a successful bidder, after having been informed of the acceptance of its Bid, fails to sign a contract within a prescribe period of time e.g. 14 (fourteen) days after being called upon to do so;
 - (ii) When a successful bidder has failed to provide the necessary security, bonds or guarantees within the time required to do so by PRASA;
 - (iii) When a successful bidder fails to meet a condition precedent for the award of business (e.g. to obtain the necessary funding); and
 - (iv) When final contract negotiations with a preferred bidder fails and a contract is not agreed upon.
- 1.2 PRASA will only award a bid to a bidder other than the highest scoring bidder provided that such bid is still within the bid validity period.
- 1.3 Only if the second ranked bidder is also unable/unwilling, PRASA may proceed to the third ranked bidder.

SECTION 4

PRICING AND DELIVERY SCHEDULE

Bidders are required to complete the attached Pricing Schedule **Section: 10**

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

I / We _____ (Insert Name of Bidding Entity) of _____

_____ code

(Full address) conducting business under the style or title of: _____ represented by: _____ in my capacity as: _____ being duly

authorised, hereby offer to undertake and complete the above-mentioned work/services at the prices quoted in the bills of quantities / schedule of quantities or, where these do not form part of the contract, at a lumpsum, of R

_____ (amount in numbers);

_____ (amount in words) Incl. VAT.

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

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

SECTION 5

PRASA GENERAL CONDITIONS OF PURCHASE

General

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

Conditions

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

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

Price and payment

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

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

Delivery and documents

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

Where items are to be delivered the Supplier:

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

Containers / packing material

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

Title and risk

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

Rejection

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

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

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

Warranty

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

Indemnity

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

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

Assignment and sub-contracting

The successful Bidder awarded the contract may only enter into a subcontracting arrangement with PRASA's prior approval. The contract will be concluded between the successful Bidder and PRASA, therefore, the successful Bidder and not the sub-contractor will be held liable for performance in terms of its contractual obligations.

Governing law

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

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 institution	State

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

2.2.1 If so, furnish particulars:

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

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.

2.3.1 If so, furnish particulars:

.....

3 Bidder’s declaration regarding PEPs/PIPs

PRASA requires bidders to disclose if they have Politically Exposed Persons (“PEP”)² or Prominent Influential Persons (“PIP”)³ and related individuals in their organisation and/or beneficial owners / shareholders who are PEP/PIP.

PRASA reserves the right not to enter into a business relationship with such person, official or entity, provided there are objective factors that justify the conclusion of such business relationship, and the decision is based on achieving the best interest of PRASA.⁴

3.1 Is the bidder a PEP/PIP? **YES/NO**

3.2 Does the bidder have an existing relationship with a PEP/PIP? **YES/NO**

3.3 Where a relationship with a PEP/PIP exists, the bidder is required to furnish particulars of the nature of the exposure, term of the office and description of activities relating to exposure, in table below.

Name of PEP/PIP & Nature of the Exposure/Influence	Term of the office	Description of activities relating to Exposure/Influence

3.4 Declaration:

² Both foreign and domestic politically exposed person as specified in Schedule 3A and 3B of the Financial Intelligence Centre Act No. 38 of 2001 as amended. (refer to Annexure 2 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties).

³ As reflected in Schedule 3C of the Financial Intelligence Centre Act No.38 of 2001 (refer to Annexure 2.1.2 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties).

⁴ Clause 4.5 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties.

I/We the undersigned _____ (Name) hereby certify that the PEP/PIP information furnished in this bid document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this bid, PRASA may disqualify our bid or terminate a contract we may have with PRASA where we are successful in this tender.

Signature

Date

Position

Name of bidder

4 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 consortium⁵ 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

⁵ 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.

terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2, 3 and 4 ABOVE IS CORRECT.

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

.....
Signature Date

.....
Position Name of bidder

SBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.2. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.3.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states Request For Quotation ECR/01/09/2024

that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Acceptable Evidence/Proof required	Number of points allocated. (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% Black Women Owned	Certified copy of ID Documents of the Owners	4	
51% Black Youth Owned	Certified copy of ID Documents of the Owners	4	
EME 51% Black Owned	Audited Annual Financial/ B-BBEE Certificate / Affidavit	4	
51% Black Owned	CIPC Documents / B-BBEE Certificate / Affidavit	4	
Owned by Black People with Disability (PWD)	Certified copy of ID Documents of the Owners and Doctor's note confirming disability	4	
Total		20	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SECTION 7

CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING

Request number:	ECR/02/10/2024
Request for Proposal:	THE PROVISION OF ONE (1) SERVICE PROVIDER FOR REPLACEMENT OF THE ROOF COVERING IN EAST LONDON BUILDING FOR A PERIOD OF TEN (10) MONTHS

Attendance

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

THUS DONE and SIGNED at East London this ___ day of October 2024

_____ Designation
for / on behalf of PRASA

Acknowledgement

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

for the carrying out of the proposed WORKS to which the enquiry relates

THUS DONE and SIGNED at _____

on this _____ day of _____

DULY AUTHORISED SIGNATORY(IES) WITNESSES

- | | |
|----------|----------|
| 1. _____ | 1. _____ |
| 2. _____ | 2. _____ |
| 3. _____ | 3. _____ |

SECTION 8
SPECIFICATION

THE PROVISION OF ONE (1) SERVICE PROVIDER FOR REPLACEMENT OF THE ROOF COVERING IN EAST LONDON BUILDING FOR A PERIOD OF TEN (10) MONTHS.

1. SCOPE OF WORK

To appoint One (1) General building contractor to repair and or replace the roof covering in the East London station in the Eastern Cape Region. The scope of works will cover repairs and or replace and maintenance as required, but not limited to the following building related works as noted below.

	<u>EAST LONDON STATION</u>		
	<u>ROOF COVERING</u>		
	Check on all the roofing screws, the damage roof sheets and replace where necessary and seal the screws with washers and leave the roof completely weatherproof, replace all rainwater goods including gutters and roof finishes.		
ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QTY
	SECTION-A SUPERSTRUCTURE, ROOF FOR SHOSHOLOZA BUILDING		
A-01	Rainwater goods 114mm metroline square gutter plain fixed to fascia board w brass screws including all necessary accessories	m	70
A-02	Extra over, eaves guttering for metroline square gutter, rainwater pipe outlet	no	2
A-03	Extra over eaves guttering for metroline square gutter stop ends	no	5
A-04	100 x 75mm rectangular RWP fixed to wooden poles w RW pipes brackets including all necessary accessories	m	21

A-05	Extra over rainwater pipe for swanneck bends	no	2
A-06	Extra over rainwater pipe for shoe pipes	no	7
A-07	Rainwater box fixed to the wall with screws including all necessary accessories	no	1
A-08	Waterproofing and sealing box gutter with firestone rubber guard etc including all necessary accessories and leave the roof completely weatherproof.	m ²	17
	SECTION-B SUPERSTRUCTURE; ROOF, INTERNAL FINISHES FOR POLICE BUILDING		
B-01	Roof covering 0.40mm Galvanized corrugated roof sheeting Z150-762mm wide pattern deep fluted roof sheeting in single lengths roof n/e 10° pitch fixed on purlins	m ²	140
B-02	INTERNAL FINISHES CEILING Acoustic panel ceiling size 1200 x 600 x 15mm w exposed tee grid systems hanged to roof members or beams with strand hangers	m ²	3
	SECTION-C SUPERSTRUCTURE; ROOF FOR SAPS MAIN BUILDING		
C-01	Rainwater goods 125 x 85mm domestic ogee fixed to fascia board w brass screws including all necessary accessories and leave the roof completely weatherproof.	m	13
C-02	Extra over eaves guttering for domestic ogee outlet	no	1
C-03	100 x 75mm rectangular aluminium RWP fixed to walls with brackets including all accessories	m	6

C-04	Extra over rainwater pipe for swanneck bends	no	2
C-05	Nutec fascia board fixed to rafter feet with brass screws including all necessary accessories	m	13
	SECTION-D SUPERSTRUCTURE; ROOF FOR CRES BUILDING		
D-01	Roof covering Ridge cap adjustable 325x875mm close nutec	m	3
D-02	Rainwater pipes Marley pipes streamline double-flo gutter – white fixed to rafter feet with brackets and screws including all necessary accessories and leave the roof completely weatherproof.	m	30
D-03	Extra over eaves guttering for downpipe adopter or outlet	no	4
D-04	Extra over eaves guttering for stop ends	no	4
D-05	Marley pipes streamline double flo square downpipe – white RWP fixed to wall with rainwater pipe brackets including all necessary accessories	m	40
D-06	Extra over rainwater pipes for swanneck bends	no	4
D-06	Extra over rainwater pipes for shoes	no	4
D-07	Cleaning and jetting all the clogged drain waste pipes with hydro jetting, cabling etc including all necessary accessories.	no	2
	SECTION-E SUPERSTRUCTURE; ROOF FOR FACILITIES BUILDING		
E-01	Rainwater goods 100 x 75mm galvanized eaves gutter fixed to fascia board w brass screws including all necessary accessories and leave the roof completely weatherproof.	m	80
E-02	Extra over eaves guttering for galvanized eaves gutter outlet	no	9
E-03	Extra over eaves guttering for eaves gutter 90-degree angle bends	no	4

E-04	100 x 75mm gutter rainwater pipes fixed to walls with brackets including all accessories	m	18
	SECTION-F SUPERSTRUCTURE; ROOF, INTERNAL FINISHES FOR CUSTOMER SERVICES BUILDING		
F-01	Waterproofing Liquid waterproofing brushed or sprayed on box gutter with firestone rubber guard etc including all necessary accessories and leave the roof completely weatherproof.	m ²	70
F-02	Internal finishes Ceiling Acoustic panel ceiling size 1200x600x15mm with exposed tee grid systems hanged to roof members with strand hangers.	m ²	10
	SECTION-G SUPERSTRUCTURE; ROOF FOR REGIONAL MANAGER'S BUILDING		
G-01	Roof Covering 0.40mm Galvanized corrugated roof sheeting Z150-762mm wide pattern deep fluted roof sheeting in single lengths roof pitch fixed on purlins	m ²	90
	SECTION-H PLUMBING AND DRAINAGE, FOR TRAIN SHED RAIN COVER		
H-01	Plumbing and drainage Cleaning and jetting all the clogged drain waste pipes including gully with hydro jetting, cabling etc including all necessary accessories including unblocking existing gutters and make good connection to drains.	No	23
J	SECTION-J ELECTRICAL WORKS		

	Electrical work completely done with fittings and plugs and switches	Sum	
K	<u>SECTION – K CLEAN THE ENTIRE AREA</u>		
	Clean the site and leave it tidy	item	1

Building related works internal structures

- Internal walls
- Carpentry and Joinery
- Ironmongery
- Metal Works
- Glazing
- Ceiling

Building related works external structures

- Gutters, downpipes and roof covering
- External walls
- Painting

Electrical works

- Restore electrical wiring and light fittings.

Additional information

- The service provider should provide vehicles suitable for the execution of the operations.
- Suitable vehicles are “bakkies” and light duty trucks for the transportation of employees and materials.
- During the contract term the Contractor shall furnish all parts, materials, tools, equipment, manpower, and consumables to complete the work.
- The repair parts used by the Contractor shall be new and unused. The Contractor is responsible to provide new parts and execute the repairs.

- In the event that the unit is beyond repair a delegated PRASA official will examine the component and provide authorization for the purchase of a new component

a. TARGETED AREA BY THIS PROJECT

- The request is to appoint One (1) contractor to cover East London Station.

Table 1: EAST LONDON

	STATIONS	CATEGORY
1	EAST LONDON	CORE

2. SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

a. SPECIFICATION – GENERAL BUILDING MAINTENANCE.

PREAMBLE

PRASA CRES Facilities department has a mandate to the general upkeep of PRASA Group Facilities here in referred to as all buildings, plants and equipment's. In its endeavor to achieve the said mandate its service provisions cover the following:

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

With the following Priority Levels:

- **Emergency** - an incident that threatens endangers personal safety or property and prevents or limits the usage of a building, plant and equipment.
- **Urgent** – an incident that does not threatens, endangers personal safety or property but does prevents or limits the usage of a building, plant and equipment.
- **Non-Urgent** - an incident that is defined or falls under the general repairs, deferred maintenance or reactive maintenance of a non-urgent nature, where a building, plant and equipment is secured and use of it is not disrupted.

Service performance measurements and expectations

- **Emergency & Urgent Faults** - Response time for non-emergency items shall be 24 hours from the call out time and completion as per marked related time to repair the fault as per job card or work order.
- **Normal Faults** - Response time for non-emergency items shall be within working days stipulated in the works order from the call out time and completion as per marked related time to repair the fault.

Completion of works, upon the completion of work the service Provider must submit the following:

- Signed job card by the Project Manager or leader (job completion form)
- Guarantee/ Warranty certificates to cover a free maintenance period.
- Maintenance programs or plan for
- New installations for General Building related items.
- Maintenance manuals
- C.O.C and other related statutory / regulatory documentations

Safety and Quality of Materials and Workmanship:

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

Non-Compliance:

- **Safety** – PRASA CRES Facilities department will at all times ensure that work is performed in accordance with all the prescribed legal prescripts and indemnifies itself from taking any responsibility if any service provider appointed violates these statutory prescripts.

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

Guidelines for variations

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

SECTION 10
PRICING SCHEDULE

ITEM	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QTY	RATE	AMOUNT
	REFURBISHMENT AT EAST LONDON STATION				
	NOTE: Unless otherwise stated herein, all items in this document shall be deemed to be fixed and not subject to escalation				
	Preliminary & General	Sum	Value/ Amount	R	R
	Provisional Sum (All Material)	Sum	Value/ Amount	R	R1000 000.00
	Percentage mark-up for materials	%	10		R100 000.00
	The Service Provider is to tender their total cost per hour on site per qualified Artisan and an assistant to perform service and repairs. This cost shall exclude material, which has previously been dealt with in this schedule.				
	Site Supervision (Site Agent)	Sum	1	R	
	Artisan (Normal working hrs 06:00 – 18:00)	Rate/hour	2600	R	
	General Labour (Normal working hrs 06:00 – 18:00)	Rate/hour	5000	R	
	Artisan (after working hrs 18:00 – 06:00)	Rate/hour	200	R	
	General Labour (after working hrs 18:00 – 06:00)	Rate/hour	200	R	
	Artisan (Public holiday & Sunday)	Rate/hour	300	R	
	General Labour (Public holiday & Sunday)	Rate/hour	300	R	
	MINOR WORKS AGREEMENT				

	The agreement shall be the Minor Works Agreement prepared and published by the Joint Building Contracts Committee, edition 5.2 code May 2018.				
	DOCUMENTS				
	The contractor shall supply and keep a copy of the JBCC Minor Works Agreement and Preliminaries applicable to this contract on the site, to which the employer, Project Manager shall have access to at all times				
	COMPLIANCE WITH LAWS AND REGULATIONS				
	Occupational Health and Safety The contractor's attention is drawn to the provisions of the Construction Regulations, 2003 issued in terms of the Occupational Health and Safety Act, 1993 in which it is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the provisions of the aforementioned health and safety specification				
	SUPPLEMENTARY PREAMBLES				
	View site:				
	Before submitting his tender, the Contractor shall visit the site and satisfy himself as to the nature and extent of the work to be done and the value of the materials contained in the buildings or				

	portions of the buildings to be demolished. No claim for any variations of the contract sum in respect of the nature and extent of the work or of inferior or damaged materials will be entertained				
	GENERAL ITEMS, ETC				
	The Contractor shall carry out the whole of the works with as little mess and noise as possible and with a minimum of disturbance to adjoining premises and their tenants. He shall provide proper protection and provide, erect and remove when directed, any temporary tarpaulins that may be necessary during the progress of the works, all to the satisfaction of the Project Manager				
	DAMAGE AND REPAIR TO SERVICES				
	Should the Contractor damage any services which are to remain in operation or any services which have not yet been disconnected prior to removal, then the Contractor will be held solely responsible for such damage and further resultant damage				
	NOTE: The use of trade names simply serves to indicate a standard acceptable to the Project Manager. Any other brand may be used with prior written approval of the Project Manager.				
	SUB TOTAL				
	10 % Contingency				
	SUB TOTAL				
	15 % VAT				
	TOTAL				

IMPORTANT NOTE

The tender amounts provided must include ALL COSTS for providing General building maintenance and repairs services. The tendered amount shall further include profit, mark up, overheads, tools, General workers and all necessary equipment needed to offer the services.

Contractor undertakes to adhere to Act No. 9 of 2019 or the latest relevant gazette: National Minimum Wage Act, 2019 AND Gazette Vol. 643 23 January 2019 No. 42182, including the Minimum General worker rates of the BIBC (Building Industry Bargaining Council) These employment conditions are gazetted in the Collective Agreement by the minister of Labour and as such becomes law, failure to adhere to this will result in termination and cancellation of contract.