

REQUEST FOR AN APPOINTMENT OF SERVICE PROVIDER TO PROVIDE  
CLEANING AND HORTICULTURAL SERVICES AT VARIOUS INFRASTRUCTURE  
DEPOTS IN THE WESTERN CAPE REGION FOR A PERIOD OF 36 MONTHS

WCR/CRES/01/06/2024



**BID NUMBER: WCR/CRES/01/06/2024**

**REQUEST FOR AN APPOINTMENT OF SERVICE  
PROVIDER TO PROVIDE CLEANING AND  
HORTICULTURAL SERVICES AT VARIOUS  
INFRASTRUCTURE DEPOTS IN THE WESTERN CAPE  
REGION FOR A PERIOD OF 36 MONTHS**

CLOSING DATE	25 October 2024
CLOSING TIME	12:00
BRIEFING SESSION	COMPULSORY
	DATE: 08 October 2024
	TIME: 10H00
BID DOCUMENTS DELIVERY ADDRESS	PASSENGER RAIL AGENCY OF SOUTH AFRICA PRASA CRES GROUND FLOOR CIMOCC BUILDING, TOWER BLOCK CAPE TOWN STATION CAPE TOWN
BIDDER NAME	

## **Disclaimer**

This document is provided solely for the purpose set out in this RFP and is not intended to form any part or basis of any investment decision by Bidders. The recipient should not consider the document as an investment recommendation by PRASA or any of its advisers.

Each person to whom this document (and other later documents) is made available must make his own independent assessment of the Project after making such investigation and taking such professional advice as he/she or it deems necessary. Neither the receipt of this document or any related document by any person, nor any information contained in the documents or distributed with them or previously or subsequently communicated to any Bidder or its advisers, is to be taken as constituting the giving of an investment advice by PRASA or its advisers.

Whilst reasonable care has been taken in preparing this RFP and other documents, they do not purport to be comprehensive or true and correct. Neither PRASA nor any of its advisers accept any liability or responsibility for the adequacy, accuracy, or completeness of any of the information or opinions stated in any document.

They acquaint themselves with this RFP and take note that no representation or warranty, express or implied, is or will be given by PRASA, or any of its officers, employees, agents or advisers with respect to the information or opinions contained in any document or on which any document is based. Any liability in respect of such representations or warranties, howsoever arising is hereby expressly disclaimed.

If any recipient, or its employees, advisers or agents make or offer to make any gift to any of the employees of PRASA or consultant to PRASA on the RFP either directly or through an intermediary then such recipient, Bidder will be disqualified forthwith from participating in the RFP.

Each recipient of this RFP agrees to keep confidential any information of a confidential nature which may be contained in the information provided by PRASA, or any of its officers, employees, agents or advisers (the "Confidential Information Provided"). The Confidential Information provided may be made available to Bidder's subcontractors, employees and professional advisers who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality) but shall not, either in the whole or in part, be copied, reproduced, distributed or otherwise made available to any

other party in any circumstances without the prior written consent of PRASA, nor may it be used for any other purpose than that for which it is intended.

These requirements do not apply to any information, which is or becomes publicly available or is shown to have been made available (otherwise than through a breach of a confidentiality obligation). Bidders, Key Contractors and their constituent members, agents and advisers, may be required to sign confidentiality Contracts/undertakings (in such form as PRASA may require from time to time).

All Confidential Information Provided (including all copies thereof) remains the property of PRASA and must be delivered to PRASA on demand. Further, by receiving this RFP each Bidder and each of its members agree to maintain its submission in Bid to this RFP confidential from third parties other than PRASA and its officials, officers and advisers who are required to review the same for the purpose of procurement of the RFP.

Any recipient residing outside the Republic of South Africa is urged to familiarise themselves with and to observe any regulatory requirements relevant to the proposed transaction (whether these derive from a regulatory authority within or outside the Republic of South Africa).

Any requirement set out in this RFP regarding the content of a response to the RFP is stipulated for the sole benefit of PRASA, and serves as expressly stated to the contrary, may be waived at its discretion at any stage in the procurement process.

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

- Modify the RFP's goods / service(s) / works and request Bidders to re-bid on any changes;
- Withdraw, amend the RFP at any time without prior notice and liability to compensate or reimburse any bidder;
- Reject any Proposal which does not conform to instructions and specifications which are detailed herein;
- Disqualify Proposals submitted after the stated submission deadline;
- Call a bidder to provide additional documents which PRASA may require which have not been submitted to PRASA;
- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP's closing date;
- Make no award at all;

- Validate any information submitted by Bidders in response to this bid. This would include, but is not limited to, requesting the Bidders to provide supporting evidence. By submitting a bid, Bidders hereby irrevocably grant the necessary consent to PRASA to do so;
- Request annual financial statements prepared and signed off by a professional accountant or other documentation for the purposes of a due diligence exercise; and/or
- Not accept any changes or purported changes by the Bidder to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it.

To adopt any proposal made by any bidder at any time and to include such proposal in any procurement document which may or may not be made available to other bidders.

All costs and expenses incurred by Bidders in submitting responses to this RFP shall be borne by the Bidders and PRASA shall not be liable for any costs or expenses whatsoever or any claim for reimbursement of such costs or expenses.

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 and/or place the Bidder on PRASA's list of Restricted Suppliers.

PRASA reserves the right to negotiate market-related price with the bidder scoring the highest points or cancel the bid; if the bidder does not agree to a market related price, negotiate a market related price with the bidder scoring the second highest points or cancel the bid; 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 or cancel the bid. If the market related price is not agreed as envisaged in this paragraph, PRASA will cancel the bid.

PRASA reserves the right to negotiating the Best and Final Offer (BAFO) with selected Bidders where none of the Proposals meet RFP requirement, are affordable and demonstrate value for money and there is no clear preferred response to the RFP.

PRASA will not reimburse any Bidder for any preparatory costs or other work performed in connection with its Proposal, whether or not the Bidder is awarded a contract.

SCHEDULE OF BID DOCUMENTS

SECTION NO

PAGE

<b>SECTION 1 : NOTICE TO BIDDERS</b> .....	
<b>1</b> <u>INVITATION TO BID</u> .....	12
<b>2</b> <u>FORMAL BRIEFING</u> .....	13
<b>3</b> <u>PROPOSAL SUBMISSION</u> .....	13
<b>4</b> <u>DELIVERY INSTRUCTIONS FOR RFP</u> .....	13
<b>5</b> <u>BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS</u> .....	14
<b>6</b> <u>COMMUNICATION</u> .....	14
<b>7</b> <u>CONFIDENTIALITY</u> .....	15
<b>8</b> <u>INSTRUCTIONS FOR COMPLETING THE RFP</u> .....	16
<b>9</b> <u>RFP TIMETABLE</u> .....	18
<b>10</b> LEGAL COMPLIANCE.....	19
<b>11</b> <u>NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE</u> .....	19
<b>12</b> <u>TAX COMPLIANCE</u> .....	19
<b>13</b> <u>PROTECTION OF PERSONAL DATA</u> .....	20
<b>SECTION 2 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS</b> .....	21
<b>1</b> <u>INTRODUCTION AND BACKGROUND</u> .....	21
<b>2</b> <u>OVERVIEW</u> .....	21
<b>3</b> <u>KEY OBJECTIVES OF THE RFP</u> .....	23
<b>4</b> <u>SCOPE OF WORK</u> .....	23
<b>5</b> <u>EVALUATION METHODOLOGY</u> .....	59
<b>6</b> <u>APPOINTMENTS OTHER THAN THE SUCCESSFUL BIDDER</u> .....	68
<b>7</b> <u>VALIDITY PERIOD</u> .....	68
<b>8</b> <u>THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (IF APPLICABLE)</u> .....	69

9	POST TENDER NEGOTIATIONS (IF APPLICABLE)	69
10	<u>FINAL CONTRACT AWARD</u>	69
11	<u>FAIRNESS AND TRANSPARENCY</u>	69
	<u>SECTION 3 : PRICING AND DELIVERY SCHEDULE</u>	70
1	<u>PRICING</u>	70
2	DISCLOSURE OF PRICES QUOTED	70
3	<u>PERFROMANCE AND BID BONDS (WHERE APPLICABLE)</u>	71
4	<u>OWNERSHIP OF DESIGN</u>	71
5	<u>SERVICE LEVELS</u>	71
6	<u>TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES</u>	72
7	FINANCIAL STABILITY	72
8	VALIDITY OF RETURNABLE DOCUMENTS	73
9	<u>CERTIFICATE OF ACQUAINTANCE WITH RFP TERMS AND CONDITIONS</u>	74
10	<u>GENERAL CONDITIONS</u>	75
11	CONDITIONS OF TENDER	80
12	PRASA'S UNDERTAKINGS	85

**LIST OF BID DOCUMENTS**

<b>INVITATION TO BID PART A</b>	<b>Form A</b>
<b>TERMS AND CONDITIONS FOR BIDDING PART B</b>	<b>Form B</b>
<b>TENDER FORM (PRICING IN WORDS)</b>	<b>Form C</b>
<b>SITE INSPECTION CERTIFICATE / PRE-TENDER BRIEFING SESSION</b>	<b>Form D</b>
<b>STATEMENT OF WORK SUCCESSFULLY CARRIED OUT BY BIDDER</b>	<b>Form E</b>
<b>SECURITY SCREENING FORM</b>	<b>Form F</b>
<b>ACKNOWLEDGEMENT</b>	<b>Form G</b>
<b>SBD 4 BIDDER'S DISCLOSURE</b>	
<b>SBD 5 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME</b>	
<b>SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022</b>	

## **1 LIST OF ANNEXURES TO THE RFP**

APPENDICES	ANNEXURE A
DRAFTED CONTRACT	ANNEXURE B
PRICING SCHEDULE	ANNEXURE C
RFP CLARIFICATION FORM	ANNEXURE D

## **2 ACRONYMS**

BBBEE	Broad Based-Black Economic Empowerment
CIDB	Construction Industries Development Board
DTiC	The Department of Trade and Industry and Competition
PPPFA	Preferential Procurement Policy Framework Act 5 of 2000 (as amended from time to time)
PFMA	Public Finance Management Act No.1 of 1999 (as amended from time to time)
PRASA	Passenger Rail Agency of South Africa
RFP	Request for Proposal
SANAS	South African National Accreditation System

### **3 INTERPRETATION**

In this RFP, unless inconsistent with or otherwise indicated by the context –

- 3.1** headings have been inserted for convenience only and should not be taken into account in interpreting the RFP;
- 3.2** any reference to one gender shall include the other gender;
- 3.3** words in the singular shall include the plural and vice versa;
- 3.4** any reference to natural persons shall include legal persons and vice versa;
- 3.5** words defined in a specific clause have the same meaning in all other clauses of the RFP, unless the contrary is specifically indicated;
- 3.6** any reference to the RFP, schedule or appendix, shall be construed as including a reference to any RFP, schedule or appendix amending or substituting that RFP, schedule or appendix;
- 3.7** the schedules, appendices and Briefing Notes issued pursuant to this RFP, form an indivisible part of the RFP and together with further clarifying and amending information provided by PRASA, constitute the body of RFP documentation which must be complied with by Bidders;
- 3.8** in the event of any inconsistency between this RFP or other earlier information published with regard to the Project, the information in this RFP shall prevail; and
- 3.9** this RFP shall be governed by and applied in accordance with South African law.

## 4 DEFINITIONS

In this RFP and in any other project documents (as defined below) which so provides, the following words and expressions shall have the meaning assigned to them below and cognate expressions shall have a corresponding meaning, unless inconsistent with the context:

- 4.1 “Accounting Authority” means the Board of PRASA or a controlling body and that Board or controlling body is the accounting authority of PRASA or a person designated as an accounting authority under the PFMA;
- 4.2 “Contract” means the Contract to be entered between PRASA and the successful Bidder for the provision of the services procured in this RFP;
- 4.3 “Bid” means the Bid(s) to the RFP submitted by Bidder(s);
- 4.4 “Bidders Briefing Session” means the compulsory briefing session to be held at the offices of PRASA, in order to brief the Bidders about this tender;
- 4.5 “Black Enterprise” means an enterprise that is at least 51% beneficially owned by Black People and in which Black People have substantial Management Control. Such beneficial ownership may be held directly or through other Black Enterprises;
- 4.6 “Black Equity” means the voting equity held by Black People from time to time;
- 4.7 “Black People” has the same meaning as ascribed to the Broad-Based Black Economic Empowerment Act, 2003, as amended;
- 4.8 “Black Woman” means African, Coloured and Indian South Africa Female citizen;
- 4.9 “Briefing Note” means any correspondence to Bidders issued by the PRASA;
- 4.10 “Business Day” means any day except a Saturday, Sunday or public holiday in South Africa;
- 4.11 “Bidders” means individuals, organisations or consortia that have been submitted responses to the RFP in respect of the tender;
- 4.12 “Consortium” means any group of persons or firms jointly submitting a Bid as Bid to this RFP and “Consortia” means more than one Consortium;
- 4.13 “Contractor” the successful Bidders who has signed a Contract with PRASA in terms of this RFP.
- 4.14 “Closing Date” means the closing date for submission of bids/ Proposals by Bidders which **is 25 OCTOBER 2024.**

**4.15** “Project” means this project for the APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING AND HORTICULTURAL SERVICES AT VARIOUS INFRASTRUCTURE DEPOTS IN THE WESTERN CAPE REGION FOR A PERIOD OF 36 MONTHS.

**4.16** “RFP” means the Request for Proposal issued by PRASA for this tender; and

**4.17** “Scope of Work” means the scope of work for this project as detailed out in the RFP technical specifications.

<b>REQUEST FOR AN APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING AND HORTICULTURAL SERVICES AT VARIOUS INFRASTRUCTURE DEPOTS IN THE WESTERN CAPE REGION FOR A PERIOD OF 36 MONTHS</b>	 <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
<b>WCR/CRES/01/06/2024</b>	

**SECTION 1**  
**NOTICE TO BIDDERS**

**1 INVITATION TO BID**

You are hereby invited to submit a bid to meet the requirements of the Passenger Rail Agency of South Africa. Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations, or enterprises [hereinafter referred to as an **entity, Bidder**].

<b>BID DESCRIPTION</b>	<b>APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING AND HORTICULTURAL SERVICES AT VARIOUS INFRASTRUCTURE DEPOTS IN THE WESTERN CAPE REGION FOR A PERIOD OF 36 MONTHS</b>
<b>BID ADVERT</b>	This RFP may be downloaded directly from National Treasury’s e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge. With effect from <b>25 SEPTEMBER 2024</b>
<b>ISSUE DATE</b>	<b>25 SEPTEMBER 2024</b>
<b>COLLECTION DATE DEADLINE (if applicable)</b>	This RFP may be downloaded directly from National Treasury’s e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge. With effect from <b>25 SEPTEMBER 2024</b>
<b>BRIEFING SESSION</b>	<b>08 OCTOBER 2024</b>
<b>CLOSING DATE</b>	<b>25 OCTOBER 2024</b> Bidders must ensure that bids are delivered timeously to the correct address.  As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
<b>VALIDITY PERIOD</b>	<b>90 Working Days from Closing Date</b> Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.
<b>CLOSING DATE FOR QUESTIONS</b>	<b>11 OCTOBER 2024</b>
<b>CLOSING DATE FOR RESPONSES</b>	<b>15 OCTOBER 2024</b>
<b>CONTACT PERSON</b>	<b>Mandla Mnguni</b>

Any additional information or clarification will be emailed to all Bidders, if necessary.

## **2 FORMAL BRIEFING**

A compulsory pre-proposal RFP briefing will be conducted at **Cape Town Station, Shosholza Meyl** on the **08 October 2024**, at **10h00**. [Bidders to provide own transportation and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Bidders arriving late.

*A Certificate of Attendance in the form set out in Form D hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing.* Bidders must also appear on the Compulsory Briefing session Register.

2.1 Bidders failing to attend the compulsory RFP briefing may be disqualified.

### **BRIEFING SESSION MINUTES AND NOTES**

- PRASA will issue briefing session minutes or notes together with the response to the clarification questions within 3 days from the date of briefing session.
- Clarifications will be issued to all Bidders to this RFP utilizing the contact details provided at receipt of the responses to the RFP documentation, after submission to the authorised representative.
- Bidders / Respondents are requested to promptly confirm receipt of any clarifications sent to them.
- Bidders / Respondents must ensure responses to the clarifications are received on or before the deadline date stated.

## **3 PROPOSAL SUBMISSION OF RFP RESPONSE**

Proposal Responses should be submitted to PRASA in a sealed envelope addressed as follows:

The Secretariat / Tender Office

RFP No: **WCR/CRES/01/06/2024**

Description of Bid **APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING AND HORTICULTURAL SERVICES AT VARIOUS INFRASTRUCTURE DEPOTS IN THE WESTERN CAPE REGION FOR A PERIOD OF 36 MONTHS**

Closing date and time: **25 OCTOBER 2024 AT 12H00**

#### **4 DELIVERY INSTRUCTION FOR RFP**

##### **Delivery of Bid**

The Bid envelopes should be deposited in the PRASA tender box which is located **at the Ground Floor, Ccmoc Building, Tower Block** and should be addressed as follows:

**Closing address: Passenger Rail Agency of South Africa, Corporate Real Estate  
The Secretariat /Tender Office  
Prasa Cres WCR  
Ground Floor, Ccmoc Building, Tower Block  
Cape Town Station  
Cape Town  
8000**

#### **5. B-BBEE JOINT VENTURES OR CONSORTIUMS**

Bidders who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, should state their intention to do so in their RFP submission. Such Bidders should also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners should submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by PRASA through this RFP process. This written confirmation should clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to PRASA.

#### **6. COMMUNICATION**

6.1 For specific queries relating to this RFP during the RFP process, bidders are required to adhere strictly to the communication structure requirements. An RFP Clarification Form should be submitted to [mandla.nguni@prasa.com](mailto:mandla.nguni@prasa.com) before **end of business on 11 October 2024**, substantially in the form set out in Annexure D hereto.

6.2 In the interest of fairness and transparency PRASA's response to such a query will be made available to the other Bidders who have attended a compulsory and a non-compulsory briefing session. For this purpose, PRASA will communicate with Bidders using the contact details provided at the compulsory and a non-compulsory briefing session.

6.3 After the closing date of the RFP, a Bidder may only communicate in writing with the Bid Secretariat, at telephone number 021 818 7276, [Nomsikelelo.Ncamane@prasa.com](mailto:Nomsikelelo.Ncamane@prasa.com) on any matter relating to its RFP Proposal.

6.4 Bidders are to note that changes to its submission will not be considered after the closing date.

6.5 Bidders are warned that a response will be liable for disqualification should any attempt be made by a Bidder either directly or indirectly to canvass any officer(s) or employee of PRASA in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Bidders found to be in collusion with one another will automatically be disqualified and restricted from doing business with PRASA in future.

6.6 Bidders are advised to utilize this email address ([SCM.Complaints@prasa.co.za](mailto:SCM.Complaints@prasa.co.za)) 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:

**6.6.1 Bid/Tender Description;**

**6.6.2 Bid/Tender Reference Number;**

**6.6.3 Closing date of Bid/Tender;**

**6.6.4 Supplier Name;**

**6.6.5 Supplier Contact details; and**

**6.6.6 The detailed complaint.**

6.7 PRASA also encourages bidders to visit the PRASA website for whistleblowing contract details for alleged activities of suspected Fraud and or Corruption.

## **7. CONFIDENTIALITY**

a. PRASA shall ensure all information related to this RFP is to be treated with strict confidence. In this regard Bidders / Bidders are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to PRASA's business, written approval to divulge such information should be obtained from PRASA.

b. Bidders must clearly indicate whether any information submitted or requested from PRASA is confidential or should be treated confidentially by PRASA. In the absence of any such clear

indication in writing, PRASA shall deem the response to the RFP to have waived any right to confidentiality and treat such information as public in nature.

- c.** By participating in the bidding process and submitting documentation you consent that we may process the same for the purposes of the bid. We may disclose your information [including your personal information, that of your directors, agents, service providers, joint venture partners, and service providers, collectively referred as “related parties”] to our service providers, including data storage and processing providers. We may obtain your information including that of your related parties from our service providers and Government agencies, Industry Regulators such as the Construction Industry Development Board, the Central Supplier Database. In case of our service providers, we will ensure that such third-party service providers will process your information and that of related parties for the purposes specified by us and such parties employ the appropriate security to protect that information.
- d.** We may disclose your information:
- as a result of our reporting obligations under the law, including to Parliament of the Republic of South Africa, to our external auditors, the Public Protector;
  - where we are obliged by law [to the Government departments and entities such as Department of Trade and Industry/BEE Commission/ the CIDB, South African Revenue Services, Unemployment Insurance Fund, the industry Regulators, Industry Ombudsmen, etc.] or industry codes authorized by the various Regulator to do so;
  - where we believe it is necessary to protect our rights
  - on our website in connection with the supply chain management process
  - to the payment processing service providers such as banks to assist with payment instructions;
  - to law enforcement and Government Agencies for the purposes of fraud prevention;
  - for security screening and checks to verify your personal information and that of related parties;
  - to obtain tax clearance certificates;
  - to our brokers/insurers;
  - to service providers providing information and communication services.
- e.** Please refer to our Privacy Notice on our website.

## **8. INSTRUCTIONS FOR COMPLETING THE RFP**

- a.** All responses to the RFP should be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical and compliance response, the second envelop/box shall only have the financial response and BBBEE response.

b. Bidders are required to package their response/Bid as follows:

**Volume 1 (Envelop 1/Package 1)**

- **Part A:** Mandatory Requirements Response
- **Part B:** Technical or Functional Response (response to scope of work)

**Volume 2 (Envelop 2/ Package 2)**

- **Part C:** Financial Proposal and Specific Goals

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

- c. Bidders must submit 1 original response and may submit copies and an electronic version which must be contained in a Memory Card/External hard drive etc clearly marked in the Bidders name. PRASA reserves the right to consider information provided in all formats irrespective the format i.e original/copy/electronic.
- d. Bidders should ensure that their response to the RFP is in accordance with the structure of this document.
- e. Where Bidders are required to sign forms, they are required to do so using preferably black ink pen.
- f. Any documents forming part of the original responses to RFP but which are not original in nature, should be certified as a true copy by a Commissioner of Oaths.
- g. Each response to RFP must be in English and submitted in A4 format, except other graphic illustrations, which may not exceed A3 format, unless the contrary is specifically allowed for in this RFP. Responses to RFP should be neatly and functionally bound, preferably according to their different sections.
- h. The original responses to RFP must be signed by a person duly authorized by each consortium member and Subcontractor to sign on their behalf, which authorization must form part of the responses to RFP as proof of authorization. By signing the responses to RFP the signatory warrants that all information supplied by it in its responses to RFP is true and correct and that the responses to RFP and each party whom the responses to RFP signatory represents, considers themselves subject to and bound by the terms and conditions of this RFP.

- i. The responses to RFP formulation should be clear and concise and follow a clear methodology which responses to RFP should explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- j. Responses to RFP must provide sufficient information and detail in order to enable PRASA to evaluate the responses to RFP but should not provide unnecessary detail which does not add value and detracts from the ability of PRASA to effectively evaluate and understand the responses to RFP. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.
- k. Information submitted as part of a responses to RFP should as far as possible, be orderly according to the order of the required information requested by PRASA. All pages should be consecutively numbered.
- l. Responses to RFP should ensure that each requirement contained in the RFP is succinctly addressed. Responses to RFP should as far as possible use the terms and definitions applied in this RFP and should clearly indicate its interpretation of any differing terminology applied.
- m. Response to RFP documents are to be submitted to the address specified in **this RFP**, and Bidders should ensure that the original and copies (where applicable) are identical in all respects as PRASA will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document.
- n.** Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- o. Any additional conditions must be embodied in an accompanying letter. Subject only to clause 16 [Alterations made by the Bidder to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Bidder to the actual RFP documents.
- p.** Bidders are required to review the Contract. Bidders may further amend and/ or delete any part of the Draft Contract where they deem fit to do so. Where Bidders have amended and or deleted any part of the Contract, it must be clearly visible by using track changes and must ensure that the disc copy of their bid submission for the Draft Contract is in word version and not password protected. **It must be noted that the marked-up Contract will form part of contract negotiations processes with the preferred bidder.**

## 9. RFP TIMETABLE

PRASA may at its sole discretion amend any of the milestone dates indicated in the table below. Bidders will be informed of any amendments to the timeline through the issue of the Addendum/ Briefing Notes.

RFP PROCESS	MILESTONE DATES
Bid issue date	25 September 2024
Briefing Session for Bidders at the Cape Town Station Shosholozza Meyl	08 October 2024
Closing date for Questions	11 October 2024
Closing date for Responses	15 October 2024
Closing Date for Submission of final Bid	25 October 2024
Evaluation of Proposals (Bidders note that PRASA may call for Presentation of bidders offers at any stage of the evaluation process)	TBA
Appointment of the successful Bidder	TBA
Contract Negotiations	TBA
Signing of Contract	TBA
Contract Commencement	TBA

## 10. LEGAL COMPLIANCE

- a. Bidders should ensure that they comply with all the requirements of the RFP and if Bidders fail to submit any of the required documents, such Bids may, at the sole discretion of PRASA, be disqualified. PRASA reserves the right to call a Bidder to provide additional documents which may have not been submitted.
- b. The successful Bidder [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

## 11. 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. 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>.

Bidders are required to provide the following to PRASA in order to enable it to verify information on the CSD:

**Supplier Number:** \_\_\_\_\_ **Unique registration reference number:** \_\_\_\_\_.

## **12. TAX COMPLIANCE**

- A.** Bidders must be compliant when submitting a proposal to PRASA and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) as amended and Value Added Tax Act, 1991 (Act No. 89 of 1991) as amended.
- b.** It is a condition of this RFP that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- c.** The Tax Compliance status requirements are also applicable to foreign Bidders/ individuals who wish to submit bids.
- d.** Bidders are required to be registered on the Central Supplier Database (CSD) as indicated in paragraph 11 and the National Treasury shall verify the Bidder's tax compliance status through the Central Supplier Database (CSD).
- e.** Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database (CSD) and their tax compliance status will be verified through the Central Supplier Database (CSD).

### **New Tax Compliance Status (TCS) System**

- f.** SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.
- g.** Bidders are required to provide the following to PRASA in order to enable it to verify their tax compliance status:

**Tax Compliance Status (TCS) Pin:**\_\_\_\_\_.

### **13. PROTECTION OF PERSONAL DATA**

In responding to this bid, PRASA acknowledges that it may obtain and have access to personal data of the Bidders or any of its/his/her/their officers, employees, agents or advisers. 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.

## SECTION 2

### BACKGROUND OVERVIEW AND SCOPE REQUIREMENTS

#### 1 INTRODUCTION AND BACKGROUND

PRASA CRES in the Western Cape requires the cleaning and horticultural services at all different Infrastructure depots. PRASA currently has a contract which was sourced through open tender in 2021 and this contract is coming to an end on 30 October 2024.

Passenger Rail Agency of South Africa (“PRASA”) has identified the need to appoint a service provider for a comprehensive cleaning and horticultural services in the Western Cape Region for a period of 36 months for the different facilities found within the depots. The different facilities within the depots’ precinct includes but not limited to staff offices, infrastructure workshops, messrooms, ablutions facilities, garage and parking areas etc.

#### 2 OVERVIEW

##### Status quo

There are currently various contractors servicing the WCR region through Request for Proposal system, on a long-term basis contractor have been sourced to provide cleaning services while the tender process and they are being ending on 30 October 2024.

##### Problem Statement

PRASA considers these depots facilities crucial within its operational environment. These depots require a high-level standard of cleaning and due to its importance and role in the business, the operations of these depots cannot run without cleaning service. Failure to timeously appoint a new service provider will render the Depots completely unhygienic from a facilities management point of view. As a result, the depots will present immediate health and safety hazard to employees and contractors.

##### Locality and Pictorials

Infrastructure Depots are located in different corridors within the Western Cape Province. The diagrams below illustrate the locality map and aerial photograph of the Western Cape Region (WCR).

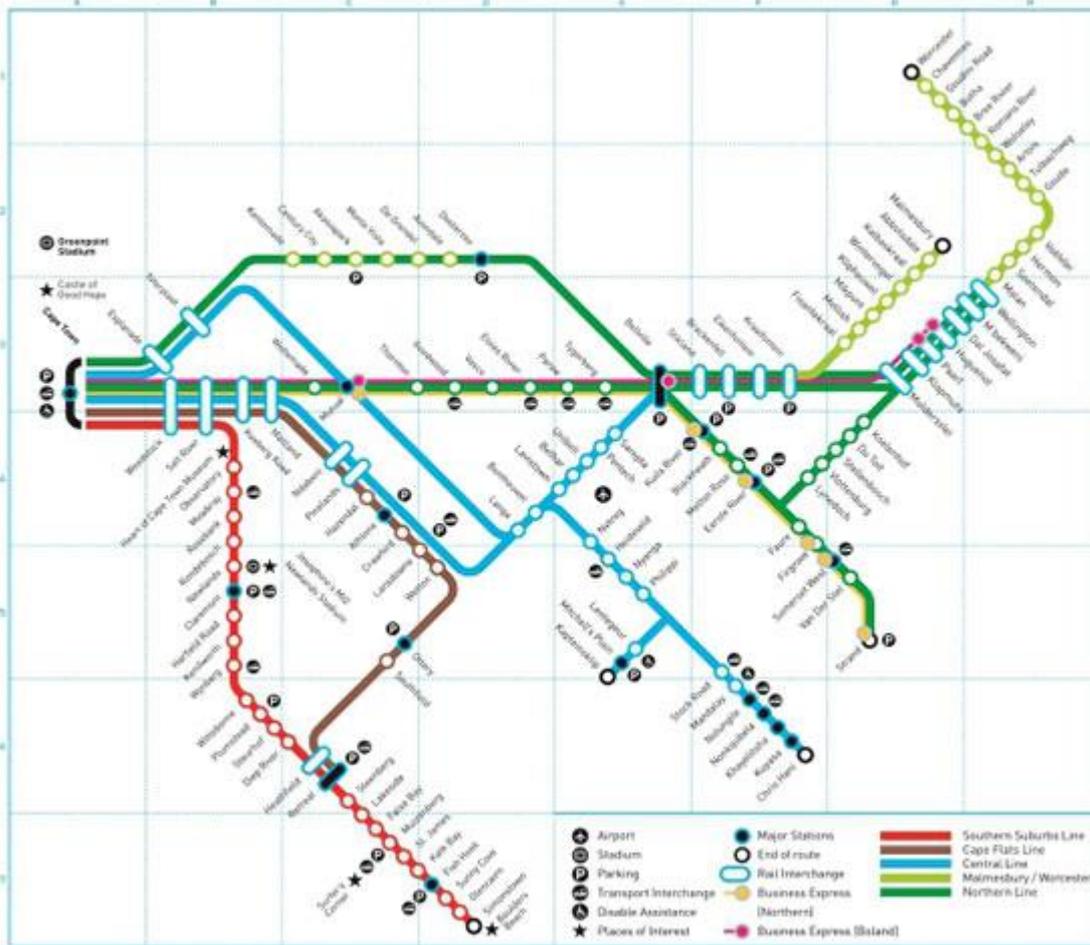


Figure 1: Map of the Western Cape passenger rail network [3] (see online version for colour)

PRASA seeks to benefit from this partnership in the following ways: **(Project / Events Specific)**

- 2.1 PRASA must receive reduced cost of acquisition and improved service benefits resulting from the Service Provider's economies of scale and streamlined service processes.
- 2.2 PRASA must achieve appropriate availability that meets user needs while reducing costs for both PRASA and the chosen Service Provider(s).
- 2.3 PRASA must receive proactive improvements from the Service Provider with respect to provision of Services and related processes.

- 2.4** PRASA's overall competitive advantage must be strengthened by the chosen Service Provider's leading-edge technology and service delivery systems.
- 2.5** PRASA end users must be able to rely on the chosen Service Provider's personnel for service enquiries, recommendations and substitutions.
- 2.6** PRASA must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

### **3 KEY OBJECTIVES OF THE RFP**

This RFP has been prepared for the following purposes:

#### **3.1 Desired outcome for carrying out the proposed project**

- PRASA intends to appoint a service provider for cleaning and horticultural services at all Infrastructure Depots in the WCR.
- To achieve highest quality standard of cleanliness of all the depots.
- To ensure that all depots are environmentally friendly and pleasing for employees and contractors, and that the facilities are always clean and hygienic.
- To ensure that the cleaning processes and methods comply with environmental and safety standards.
- To ensure that PRASA complies with statutory obligations in operating in a safe environment and will uphold PRASA to be a workplace of employees' choice.

#### **3.2 Current mechanisms in place to address the problem.**

- There are currently various contractors servicing the WCR region through Request for proposal system.
- The current long-term contracts of 36 months in order to provide daily cleaning services 5 days a week to ensure that the depots are kept clean and in good condition at all times.

#### **3.3 Project benefits to PRASA**

- Maintain clean and safe depots.
- Competent service by an experienced cleaning service provider.
- Compliance with health, safety and environmental regulations.

## 4 SCOPE OF WORK

### GENERAL REQUIREMENTS (SCOPE OF THE DESIRED SOLUTION)

The appointed service provider shall be required to provide cleaning and horticultural services within the WCR Region for the various Depots, as noted below:

#### List of Infrastructure Stock Depots

	<b>INFRASTRUCTURE DEPOTS</b>	<b>CORRIDOR</b>
1	RMTCC	IKAPA
2	Cape Town Signal & Perway	IKAPA
3	Woodstock Bay Junction –signal Depot	IKAPA
4	Elsies River Signal & Perway Depot	Northern
5	Eerste River Signal & Perway Depot	Northern
6	Windermere Signal & CMOC Depot	Northern
7	Kraaifontein Depot	Northern
8	Bellville Signal Depot	Northern
9	Mutual Perway Depot	Central
10	Langa Signal & Perway	Central
11	Maitland Security Depot	Southern
12	Maitland Perway Depot	Southern
13	Maitland Signal Depot	Southern
14	Koeberg Training Centre	Southern
15	Wynberg Signal & Perway Depot	Southern
16	Fish Hoek Signal & Perway Depot	Southern

The services required shall focus but not limited to scope of work below:

- General cleaning and horticultural services
- Deep cleaning services
- Disinfecting and decontamination of surfaces
- The Contractor shall comply strictly with health, safety and environmental requirements for cleaning of the railway tracks and pits at the depots. PRASA will provide training on methodology of cleaning tracks to the successful bidder. The tracks and pits shall only be cleaned before or after shunting during weekdays. Deep cleaning shall be scheduled on monthly basis.

- The Contractor shall ensure full compliance with all applicable Statutory Regulations of the industry. The legislative requirements to be complied with but not limited to the below:
  - The Basic Conditions of Employment Act 1997 ( Act no 75 of 1993)
  - The Labour Relations Act, 1995 (Act no 66 of 1995)
  - The Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
  - The National Environmental Management Act (Act no 107 of 1998)
  - National Railway Safety Regulator Act (16/2002)
  - Bargaining Council for cleaning industry
- The service provider may employ the innovation and best cleaning methods which will ensure the highest level of cleanliness of all the depots facilities.

**TARGETED AREAS AND FACILITIES BY THIS PROJECT**

**Various Depots in the Western Cape Region:**

5. Entrance and Security huts
6. workshops
7. Messrooms
8. Stores
9. Offices
10. Boardrooms
11. Classrooms
12. Kitchens
13. Tracks and all open areas
14. Waste area
15. Parking area
16. Walkways
17. Vegetation control and horticulture in open areas
18. All ablution facilities

- **SIZE, EXTENT AND COVERAGE OF THE PROJECT**

Depots name	Precinct / Area
RMTCC	
Cape Town Signal & Perway	
Woodstock Bay Junction –signal Depot	
Elsies River Signal & Perway Depot	

**REQUEST FOR AN APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING AND HORTICULTURAL SERVICES AT VARIOUS INFRASTRUCTURE DEPOTS IN THE WESTERN CAPE REGION FOR A PERIOD OF 36 MONTHS**

**WCR/CRES/01/06/2024**



Eerste River Signal & Perway Depot	
Windermere Signal & CMOC Depot	
Kraaifontein Depot	
Bellville Signal Depot	
Mutual Perway Depot	
Langa Signal & Perway	
Maitland Security Depot	
Maitland Perway Depot	
Maitland Signal Depot	
Koeberg Training Centre	
Wynberg Signal & Perway Depot	
Fish Hoek Signal & Perway Depot	

**• SPECIFICATION OF THE WORK SERVICE REQUIRED**

**▪ Description of Service and Frequency**

The specification provides for the provision of the following services and service frequency as a minimum contract requirement.

<b>Facility</b>	<b>Areas</b>	<b>Description of Service</b>	<b>Frequency</b>
Staff Offices and Messrooms	Floors	Sweep with dust mop sweepers	Daily
		Damp mop	Daily
		Scrub with machine and polish	Monthly
		Vacuum all carpeted floors	Daily
		Shampoo	
		Spot cleaning	When requested
		Clean seats, scrub/vacuum	Monthly
	Kitchen, Boardrooms and Lounges	Wash dishes, dry and pack away	Continuously
		Empty and clean all waste receptacles	Continuously
		Clean floors, counters	Continuously
Walls and	Spot clean all low surfaces (finger marks, etc.)	Daily	

**REQUEST FOR AN APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING AND HORTICULTURAL SERVICES AT VARIOUS INFRASTRUCTURE DEPOTS IN THE WESTERN CAPE REGION FOR A PERIOD OF 36 MONTHS**



**WCR/CRES/01/06/2024**

	Paintwork	Glass walls, doors and light switches	Daily
	Windows	Clean wash windows	Weekly
	Others	Dust all areas needed to be dusted (up to 2m)	Alternate days (Mon, Wed, Fri)
		High dusting (above 2m)	Weekly
		Empty and clean all waste baskets, receptacles	Continuously
		Polish all wooden furniture	Daily
	Waste Disposal	Remove all waste to a specified area	Continuously
Toilets Ablution Facilities	Whole of Ablution block	Empty and clean all waste receptacles	Continuously
		Clean and sanitize all toilet bowls, basins and urinals	Continuously
		Clean all mirrors	Daily
		Damp mop with disinfectant	Daily
		Spot clean walls, doors and partitions	Daily
		Replace toilet paper and towel rolls	Continuously
		Replenish hand soap	Continuously
Depot Concour se Area	Glass and Metal Work	Spot clean glass doors	As necessary
		Clean and polish all bright metal fittings	Weekly
	Windows	Clean wash windows	Weekly
Entrance s and Walkway s	All areas around entrances and walkways	Sweep clean building surrounds.	continuous
		Dust/wipe clean walls.	Weekly
		Wipe clean signs and Lettering.	Daily
Stairs	All areas around the Stairs	Wipe Clean landings, removing all dirt butts, etc. from joints and crevices.	Daily
		Wipe clean handrails.	Daily
		Wax - polish handrails.	Monthly
		Spot clean deck panels.	Continuously
		Thoroughly clean side panels.	Daily
Machine clean the treads.	Monthly		

**REQUEST FOR AN APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING AND HORTICULTURAL SERVICES AT VARIOUS INFRASTRUCTURE DEPOTS IN THE WESTERN CAPE REGION FOR A PERIOD OF 36 MONTHS**



**WCR/CRES/01/06/2024**

Waste Collection Facility & Removal off site	Refuse Room and Collection Area	Sort the waste and isolate recyclable waste from disposal waste	Daily
		Coordinate the processes of collection and removal of waste (disposal and recyclable) - off site and Maintain Records	Weekly
		Wash refuse containers	As required
		Wash floors with chemicals.	Daily
		Disinfect all areas with recommended insecticide.	Weekly
Parking Area and Common External Areas of the facility	All common areas and parking	Remove papers and other foreign objects	continuous ly
Horticulture	Grass Cutting & Tree Trimming	Cut Grass, Trimming of trees general clean-up of vegetation within the full precinct. Perimeter areas including along fence-line, inside and outside of fence. Around all buildings within the depot.	Monthly
All pits in the workshops	All pits in the workshops (until the end of the pits).	Remove all littering. Disinfect area from all smells. Degrease the workshop floor and the pits	Monthly
DEEP Cleaning to all areas and facilities	For all buildings / facilities.	Deep cleaning / washing of all facilities and workshops public and internal areas as noted in all areas above. Deep cleaning by degreasing of all workshops monthly	1 once per month
Cleaning of Gutters and Waste Pipes	For all buildings	Clear / remove / open debris of all downpipes and drains waste channels etc of all buildings and facilities	Weekly
<p>Others</p> <p>a.) Basins – wet wipe with hard surface cleaner daily, remove mineral deposits monthly, fill liquid soap holders and paper hand towel dispensers when needed.</p> <p>b.) Blinds – vertical: remove dust monthly. Horizontal: damp wipe monthly.</p> <p>c.) Carpets – vacuum – high traffic, daily and low traffic, daily. Remove spots and stains as</p>			

- necessary. Interim clean as required. Restorative clean as required.
- d.) Ceilings – dust and wipe air vents once every two months.
  - e.) Chairs – cloth: vacuum, daily, spot clean as necessary and shampoo as required. Vinyl and leather – dust, daily and damp wipe fortnightly.
  - f.) Desks – natural, unsealed woods – dust daily. Sealed wood – polish weekly. Scaled wood/glass/formica – dust or damp wipe daily and polish weekly.
  - g.) Doors – remove finger-marks on glass and push plates daily, dust or damp wipe monthly and damp wipe door handles weekly.
  - h.) Electrical Equipment – dust daily, damp wipe weekly. Wet wipe and rinse inside surfaces of microwaves weekly or as necessary.
  - i.) Mirrors – in washrooms – wet wipe and dry daily or as necessary. Ornamental – use glass cleaner weekly.
  - j.) Ovens/Stoves – wet wipe hot plates with hard surface cleaner daily or as necessary. Use caustic aerosol spray on emancipated oven surfaces monthly.
  - k.) Radiators / Aircon – dust and damp wipe weekly.
  - l.) Refrigerators – damp wipe top daily, damp wipe doors and sides daily.
  - m.) Rubbish Bins – empty and damp wipe daily and remove stains and disinfect weekly, or as necessary.
  - n.) Shelves – dust those that are empty weekly and damp wipe when shelves are cleared as required.
  - o.) Sinks – wet wipe as necessary daily.
  - p.) Skirting – Wet wipe with hard surface cleaner weekly and remove stains and/or marks when necessary.
  - q.) Tables – in canteens wet wipe daily, other areas as for desks.
  - r.) Taps – wet wipe with hard surface cleaner daily and remove mineral deposits monthly.
  - s.) Telephones – dust and damp wipe with disinfectant weekly.
  - t.) Floors: Resilient (vinyl, PVC, linoleum, sealed wood, etc.)
5. High Traffic – remove dust with mop – or disposable cloth sweeper three times weekly. Damp mop for soilage as necessary. Spray clean or burnish using a mechanized system three times weekly. Light scrub and apply maintenance coat as necessary. Strip clean and reseal as required.
6. Low Traffic – remove dust with mop or disposable cloth sweeper daily. Damp mop for soilage as necessary. Spray clean or burnish using mechanised system weekly. Light scrub and apply maintenance coat as necessary. Strip clean and reseal as required.
- u.) Toilet – ensures usability (report faults to helpdesk) and replenishes consumables (toilet paper) daily. Remove spoilage from bowl and under flush rim with hard surface cleaner and a brush daily, and as necessary. Remove mineral deposits monthly. Wet wash seat and lid, cistern and pipes etc daily, and as necessary. Disinfect all components daily. Wet wipe doors and walls twice weekly or as necessary.
  - v.) Urinals – remove litter as necessary. Wet wipe with hard surface cleaner or disinfectant daily. Wet wipe and dry wipe flushing mechanisms daily. Mop step and/or floor at urinal with disinfectant as necessary. Remove mineral deposits from gullies and drains

monthly.

w.) Walls / Windowsills – Spot clean as necessary. Wet wipe and dry washable surfaces twice annually.

x.) PRASA recommend that the contractor should be in possession or use the following equipment (but not limited to) for cleaning purposes and in an event the supplier doesn't have the said equipment s/he should supply equivalent equipment to achieve the same results.

- a) Carpet extraction machine.
- b) Two-way bucket system with trolleys.
- c) Mops.
- d) Handle dustbins and brooms.
- e) Short and long dusters
- f) Litter blowing equipment.
- g) Stripper equipment

y.) COMPULSORY CHEMICAL AND OTHER REQUIREMENTS

- SABS approved equipment and chemicals.

z.) OTHER CLEANING MATERIALS

- I. Cleaning cloths.
- II. Rubber hand gloves
- III. Masks
- IV. Uniforms
- V. General materials and equipment.
- VI. Other etc as would be required.

• **A Typical Daily Cleaning Procedures**

Step 1	Step 2
<p><b>Lobby and entrances</b></p>	<p><b>Offices and Boardrooms</b></p>
<ul style="list-style-type: none"> <li>• Remove all trash debris, cordoning off any areas that may need extensive attention.</li> <li>• Mop flooring/tiled areas using water mixed with cleaning detergent.</li> <li>• Spot clean wall, doors and frames using all purpose cleaner and use degreaser.</li> </ul> <p>for heavily soiled areas</p> <ul style="list-style-type: none"> <li>• Use spot remover to spot clean carpeted areas to remove stains and spillages that may occur.</li> <li>• Clean all windows with a glass cleaner and microfiber cloth to remove all marks and fingerprints.</li> <li>• Complete thorough cleaning of wiping notice boards and picture frames</li> <li>• Remove all walk off mats and thoroughly vacuum them as well as around and underneath.</li> <li>• Remove any trash and place it in a garbage bag and tie it once full and it must be properly disposed in the specified areas.</li> <li>• Ensure caution/wet signs left in the place are removed.</li> <li>• Make sure all areas are completely dry and safe before removing the signs.</li> <li>• All cleaning tools must be cleaned thoroughly and return them to the proper storage</li> </ul>	<ul style="list-style-type: none"> <li>• Visually check the areas offices/boardrooms/meeting rooms for any type of debris, dirt or paper</li> <li>• Sweep debris/dirt into a dustpan.</li> <li>• Pick up papers and dispose them into the trash bin.</li> <li>• Empty trash cans and must be cleaned and disinfected before replacing garbage bags.</li> <li>• mop any dirt or debris on all tiled or hard surfaces that can't be removed by hand.</li> <li>• Vacuum all carpeted flooring, starting with mats, runners if any.</li> <li>• Using a vacuum is great way to efficiently clean up around offices/cubicles and boardrooms.</li> <li>• Dust all surfaces including desk, filling cabinet, tables, chairs, walls and shelves.</li> <li>• Clean all windows with a glass cleaner and microfiber cloth to remove all marks and fingerprints.</li> <li>• Wipe down all blinds using water mixed with detergent.</li> <li>• Spots or stains on the carpets, floor, walls, furniture must be wiped off using water mixed with cleaning detergent.</li> <li>• Wipe desks, telephones, computer keyboards thoroughly using a disinfected spray that has been sprayed on the microfiber cloth or disinfected wipe.</li> <li>• Thoroughly wash and rinse cleaning tools until completely clean, hang up and dry them. Remove all wet floor caution signs and properly store them in storage.</li> </ul>

<b>Step 3</b>	<b>Step 4</b>
<p><b>Staff Rest Rooms</b></p> <ul style="list-style-type: none"> <li>• Pick up any debris/dirt on the floor, around the sink or toilet urinal areas.</li> <li>• Remove the trash can and clean and disinfect the trash can before place a new bag.</li> </ul>	<p><b>Change Rooms</b></p> <ul style="list-style-type: none"> <li>• Pick up any debris/dirt on the floor, around the sink or toilet urinal areas.</li> <li>• Remove the trash can and clean and disinfect the trash can before place a new bag.</li> </ul>
<ul style="list-style-type: none"> <li>• Clean and scrub all interior surfaces of each toilet cubicle urinals using water mixed with disinfectant.</li> <li>• Clean all toilet seats.</li> <li>• Wipe down and disinfect all surfaces including frequently touched areas such as door handles, light switches, countertops, partitions and dispensers.</li> <li>• Clean all mirrors with glass cleaner to remove any fingerprints or marks.</li> <li>• Wash the sink and taps with disinfectant and wipe with microfiber cloth.</li> <li>• NB: sweep and mop the floor using bathroom items only.</li> <li>• Replace all urinal block if necessary.</li> <li>• Remove all trash bags and dispose safely in the identified area.</li> <li>• Do not remove the caution /restroom close signs until all work is completed and all surfaces including floors are completely dry.</li> </ul>	<ul style="list-style-type: none"> <li>• Clean and scrub all interior surfaces of each toilet cubicle urinals using water mixed with disinfectant.</li> <li>• Clean all toilet seats and bowls and disinfect them.</li> <li>• Wipe down and disinfect all surfaces including frequently touched areas such as door handles, light switches, countertops, partitions and dispensers.</li> <li>• Walls must be washed with enough disinfectant solution and allow surface to remain wet and untouched long enough for the disinfectant to inactivate bacteria.</li> <li>• Clean all mirrors with glass cleaner to remove any fingerprints or marks.</li> <li>• Wash the sink and taps with disinfectant and wipe with microfiber cloth.</li> <li>• NB: sweep and mop the floor using bathroom items only.</li> <li>• Replace all urinal block if necessary.</li> <li>• Remove all trash bags and dispose safely in the identified area.</li> <li>• Do not remove the caution /restroom close signs until all work is completed and all surfaces including floors are completely dry.</li> </ul>

Step 5	Step 6
<p><b>Access control and entrance points</b></p> <ul style="list-style-type: none"> <li>• Pick up all visible litter, dirt and foreign object.</li> <li>• Regular sweeping and mopping where big spillages occurred should be carried regularly using water mixed with cleaning detergent and disinfectant.</li> <li>• Litter must be disposed in a designated area.</li> <li>• A routine application of disinfectant to all frequently touched areas such as handrails, access gates etc. All glazing in the public areas to be cleaned daily using detergent and clean cloths.</li> <li>• Litter lying on the floor at these areas must always be picked up and disposed to an identified area.</li> <li>• All surfaces must be cleaned and wiped with water mixed with disinfectant to remove dirt and spillages at all times.</li> <li>• Do not remove the caution /wet floor signs until all work is completed and all surfaces including floors are completely dry.</li> </ul>	<p><b>Common Areas</b></p> <ul style="list-style-type: none"> <li>• Pick up all visible litter, dirt and foreign object.</li> <li>• Regular sweeping and mopping where big spillages occurred should be carried regularly using water mixed with cleaning detergent and disinfectant.</li> <li>• Litter must be disposed in a designated area.</li> <li>• There should be a continual use of dust mop sweepers all day to remove dust from the floor.</li> <li>• All walls surfaces shall be free of dirt and spillages at all times.</li> <li>• All glazing in the public areas to be cleaned daily detergent and clean cloths.</li> <li>• <b>No</b> plastic/refuse bags to be kept on the concourses.</li> <li>• Do not remove the caution /wet floor signs until all work is completed and all surfaces including floors are completely dry.</li> </ul>

Step 7	Step 8
<p><b>Waiting Areas/Rooms</b></p> <ul style="list-style-type: none"> <li>• Pick up all visible litter, dirt and foreign object.</li> <li>• Regular sweeping and mopping where big spillages occurred should be carried regularly using water mixed with cleaning detergent and disinfectant.</li> <li>• Litter must be disposed in a designated area.</li> <li>• There should be a continual use of dust mop sweepers all day to remove dust from the floor.</li> <li>• All walls surfaces shall be free of dirt and spillages at all times.</li> <li>• Waiting chairs must be wiped and cleaned with water mixed detergent and disinfected.</li> <li>• All glazing in the public areas to be cleaned daily using natural soap/detergent and clean cloths.</li> <li>• <b>No</b> plastic/refuse bags to be kept on the Access areas and concourses.</li> <li>• Do not remove the caution /wet floor signs until all work is completed and all surfaces including floors are completely dry.</li> </ul>	<p><b>High traffic areas</b></p> <ul style="list-style-type: none"> <li>• Pick up all visible litter, paper and foreign objects.</li> <li>• Sweep high traffic areas with hard industrial brooms.</li> <li>• All visible weeds on the bridges must be removed.</li> <li>• Litter must be disposed in a designated area.</li> <li>• All high traffic areas must be scrubbed and cleaned with water mixed with cleaning detergent and disinfectant during off peak hours or at night when there is less or no movement at the depot.</li> </ul>
Step 8	Step 9
<p><b>Workshops</b></p> <ul style="list-style-type: none"> <li>• Pick up all visible litter, paper and foreign objects.</li> <li>• Sweep pits with hard industrial broom.</li> <li>• Litter must be placed in a designated area.</li> <li>• Pits must be scrubbed and cleaned with water during off peak hours when there is less or no movement at the Depots.</li> </ul>	<p><b>Rail Tracks</b></p> <ul style="list-style-type: none"> <li>• Remove papers and other foreign objects – Clean the railway tracks up to the edges of the boundary line.</li> <li>• <b>Note: Employees work under protection on tracks and only during the off-peak and shall exercise extreme safety measures) and employees who have trained for white flagmen who are allowed to clean rail tracks.</b></li> </ul>

<p><b>Step 10</b></p>	<p><b>Step 11</b></p>
<p><b>Change Rooms</b></p> <ul style="list-style-type: none"> <li>• Walls must be washed with enough disinfectant solution and allow surface to remain wet and untouched long enough for the disinfectant to inactivate bacteria.</li> <li>• Windows must be cleaned with window cleaner and wiped with clean cloth.</li> <li>• Windowsills &amp; frames excess dust must be removed with damp cloth until completely removed.</li> <li>• Mirrors cleaned with damp cloth and wiped with a dry cloth.</li> <li>• Glass shower doors and handles a routine application of disinfectant to all frequently touched areas such as handrails.</li> <li>• Lockers must be dusted and wiped with water mixed detergent and disinfectant.</li> <li>• Shower mats must be removed and washed with scrubbing brush.</li> <li>• Floors must be scrubbed with scrubbing brush afterwards floor must be moped with water mixed disinfected.</li> </ul>	<p><b>Mess rooms</b></p> <ul style="list-style-type: none"> <li>• Pick up all visible litter and paper and throw it in the trash bin</li> <li>• Sweep and mop floor with water mixed with a cleaning detergent and disinfectant</li> <li>• Wipe tables and chairs with clean water mixed with cleaning detergent and disinfectant.</li> <li>• a routine application of disinfectant to all frequently touched areas such as door handles, light switches</li> <li>• Do not remove the caution /wet floor signs until all work is completed and all surfaces including floors are completely dry.</li> </ul>
<p><b>Step 12</b></p>	<p><b>Step 13</b></p>
<p><b>Parking</b></p> <ul style="list-style-type: none"> <li>• Remove and pick-up visible litter and papers.</li> <li>• Sweep under the parking bays and remove litter.</li> <li>• Dispose Litter at a designated area.</li> <li>• Empty dust bins when they are full.</li> <li>• Remove weeds on all paved areas.</li> <li>• The chemical to kill the weeds must be used, to permanently kill the weeds.</li> </ul>	<p><b>Grass Cutting</b></p> <ul style="list-style-type: none"> <li>• The entire PRASA site shall be cleared of all litter and undesirable objects.</li> <li>• All material resulting from the clearing process shall be disposed of at approved municipal dumping sites.</li> <li>• The contractor shall obtain written approval from the local authorities on who's the dumping sites are situated.</li> <li>• The grass and low growing vegetation shall be cut and removed from</li> </ul>

	the
<ul style="list-style-type: none"> <li>• Footpaths into the depot must be kept clean.</li> <li>• Visible dirt on storm water channels must be cleaned and cleared of dirt.</li> </ul>	<ul style="list-style-type: none"> <li>• PRASA sites to the satisfaction of the PRASA representative.</li> <li>• The grass shall be cut to an average height from 60mm to 80mm. Grass must be cut by means of brush cutters (weed eater).</li> <li>• All cut grass shall be removed from the PRASA site by the contractor. Cut grass shall be removed from the PRASA sites within two (2) days.</li> <li>• Cut grass must NOT BE BURNED in any PRASA sites</li> <li>• The cutting of grass will be measured and paid for based on the total size of the area cut.</li> </ul>

**OFFICES**

**Expectations: Offices are at an acceptable level of cleanliness when the following conditions apply DAILY.**

1. Garbage containers are free of dirt/dust, debris and marks.
2. Floors are free of dirt/dust, debris or stains. Floor finish has depth and shine.
3. Hand soap and paper dispensers are free of dirt/dust, debris and marks and filled with appropriate hand soap and paper product.
4. All carpets are free of dirt/dust, debris and stains.
5. Sinks are free of all dirt/dust, debris and marks.
6. All glass and mirrors are free of dirt/dust, and stains.
7. Windows coverings are free of dirt/dust, and stains.
8. Light fixtures and lenses are free of all dirt/dust and operating properly.

9. Air fusers and grates free of dust/dirt, debris and stains.
10. Desks and flat surfaces are free of dirt/dust, debris and stains.
11. Walls, doors, electrical switch plates are free of dirt/dust, debris and marks.

▪ **Expected Level of Cleanliness and Requirements**

**GENERAL**

**Expectations: The precinct will be considered at acceptable level of cleanliness in all areas when the following conditions apply DAILY.**

1. No graffiti on all tiled surfaces and tiled walls *at all times*.
2. All areas are free of litter and weed growth (especially the tracks area) *at all times*.
3. No bags of litter in any other area within the precinct, other than the allocated refuse area.
4. All areas are free of stains and dust/dirt *at all times*.
5. All areas are free of papers, peels, cans/bottles, cigarette butts, leaves, excrement, used and unused condoms, bad smells, stagnant water, dirt bags, rodents, dead animals, weed,
6. Overflowing dirt bins.

## ENTRANCES

Expectations: Entrances are at an acceptable level of cleanliness when the following conditions apply DAILY.

1. Garbage containers are free of dirt/dust, debris and marks.
2. Floors and steps are free of dirt/dust, debris or stains. Floor finish has depth and shine. Floors are water free.
3. Tables, chairs and/or benches are free of dirt/dust, debris and stains.
4. All glass and mirrors are free of dirt/dust, and stains.
5. Base boards are free of dirt/dust, build-ups and marks.
6. Window coverings are free of dirt/dust, and stains.
7. Light fixtures and lenses are free of all dirt/dust and operating properly.
8. Air fusers and grates free of dust/dirt, debris and stains.
9. Walls, doors, shelving, lockers and electrical switch plates are free of dirt/dust, debris and marks.
10. Carpets are free of dirt/dust and stains. Walk-off matting vacuumed for both water and dirt build-up as required at minimum alternate days.
11. All entrances are glass free.

## CORRIDORS

Expectations: Corridors are at an acceptable level of cleanliness when the following conditions apply DAILY.

1. Garbage containers are free of dirt/dust, debris and marks.
2. Floors are free of dirt/dust, debris or stains. Floor finish has depth and shine. Corridors to be swept minimum twice during the day shift and minimum of once each shift after that and auto scrubbed/damp mobbed as required.

3. Tables, chairs and/or benches are free of dirt/dust, debris and stains.
4. All glass and mirrors are free of dirt/dust, and stains.
5. Carpets are free of dirt/dust, and stains.
6. Base boards are free of dirt/dust, build-ups and marks.
7. Window coverings are free of dirt/dust, and stains.
8. Light fixtures and lenses are free of all dirt/dust and operating properly.
9. Air fusers and grates free of dust/dirt, debris and stains.

#### **ACCESS AND CONCOURSE AREAS**

**Requirements: Concourses within the precinct will be maintained as required.**

1. All access areas and concourses to be scrubbed every night using automatic/electronic scrubbers.
2. Spot Cleaning should be done regularly using 750ml polyspray bottles with natural soap/detergent that is SABS approved and with neat mops.
3. Regular mopping where big spillages occurred should be carried regularly using double bucket trolleys with wringer and neat mops.
4. There should be continual use of dust mop sweepers all day to remove dust from the floor surfaces.
5. All wall surfaces shall be free of dirt and spillages at all times.
6. All glazing in the public areas to be cleaned daily using natural soap/detergent and clean cloths.
7. **No** plastic/refuse bags to be kept on the Access areas and concourses.

## PUBLIC ABLUTIONS FACILITIES/TOILETS

***Requirements: Public Ablution Facilities will be maintained as required to enable management, staff, and any other persons who have reason to enter, to use the facility safely and hygienically.***

1. Public ablution facilities must be kept in a clean and tidy condition and free of bad odor **throughout** the day.
2. Public ablution facilities floors to be scrubbed every night using a detergent.
3. There shall at any given time always be a cleaning person in the public ablution facilities.
4. There shall be a person neatly dressed in uniform assigned to welcome each person visiting the toilet 24 hours a day 7 days a week.
5. Public ablution facilities must be inspected regularly for cleanliness by the cleaning staff and quality inspected, on **30 minutes** basis during the peak period and **hourly** During off-peak period, by the cleaning supervisor of the contracting company and the traceable quality inspection checklist signed-off.
6. Inspection checklist to include all defects including maintenance defects and these must be elevated to the facilities manager for maintenance response.
7. Graffiti to be removed from all tiled surfaces on a daily basis.
8. All public ablution facilities must be free of dirt and litter at all times.
9. No plastic bags to be stored in the toilet facilities.
10. **Timed air fresheners** must be cleaned and replenished with air freshener on regular basis; under no circumstance should the timed air fresher be found empty.
11. **Soap dispensers** must be cleaned and replenished with hand soap on regular basis; under no circumstance should the soap dispenser be found empty.
12. **Moist toilet seat wipes holder** must be cleaned replenished with toilet seat wipes on regular basis; under no circumstance should the holder be found empty.
13. **Lockable toilet roll holders** must be cleaned and replenished with quality toilet roll on regular basis; under no circumstance should the toilet roll holder be found empty.

14. **Hand towel holder** must be cleaned and replenished with a hand towel on regular basis; under no circumstance should the hand towel holder be found empty.
15. Waste must be removed from the waste bin and SHE bins at all times.
16. Mirrors must be cleaned and spotless at all times
17. Condom holders must be cleaned and spotless at all times

### ACCESS CONTROL CUBICLES

**Requirements: Access Control Areas will be maintained as required.**

1. Floors to be scrubbed once a day using a strong surface cleaner or more often if prevailing circumstances dictate it.
2. Walls to be scrubbed down once per week.
3. Access Controllers cubicles to be free of litter and dirt/dust at all times.
4. Remove stains and bubble from the floors.
5. Guard rails to be wiped clean daily with a sanitizer and must be polished
6. Access control areas must be free of dirt and litter at all times.
7. No plastic bags to be stored in the Access Control Areas.

**The Depot lounge will be maintained as follows:**

- i.) Reception area/foyer- must be kept spotless clean at all times, free from dust.
- ii.) Scrub and thoroughly clean the kitchen with appropriate chemicals and equipment suitable to remove grease in all areas including all items within the kitchen.
- iii.) Ablution facilities must be kept in a clean and tidy condition and free of bad odor at all times **Timed air fresheners** must be cleaned and replenished with air freshener on regular basis, under no circumstance should the timed air fresher be found empty.
- iv.) **Soap dispensers** must be cleaned and replenished with hand soap on regular basis; under no circumstance should the soap dispenser be found empty.
- v.) **Moist toilet seat wipes holder** must be cleaned replenished with toilet seat wipes on regular basis; under no circumstance should the holder be found empty.
- vi.) **Lockable toilet roll holders** must be cleaned and replenished with quality toilet

roll on regular basis; under no circumstance should the toilet roll holder be found empty.

- vii.) **Hand towel holder** must be cleaned and replenished with a hand towel on regular basis; under no circumstance should the hand towel holder be found empty.
- viii.) Waste must be removed on the waste and SHE bins at all times.
- ix.) Mirrors must be cleaned and spotless at all times.
- x.) Carpets must be clean and stain free.
- xi.) Seats (upholstery/Velvet) must be clean and stain free.
- xii.) Tables must be dirt free.
- xiii.) Glass doors/sliding door must be spotless clean.

#### **CLEANING AT HEIGHTS ABOVE 2.4M**

To provide cleaning services for both internal and external windows and any other surface above 2.4 meters including the dusting inside concourses.

#### **The service provider shall ensure the following:**

1. Staff are fully equipped
2. Staff trained and supervised as per legislative.
3. Requirements particularly in respect of regulations about working at heights
4. Windows and glass surfaces are free of dust, fingerprints, stains, smudges and markings with a dry streak/smear free finish achieved on completion of each clean
5. Provide appropriate cleaning equipment and safety gear for the specific function.

#### **SHOWERS AND CHANGE ROOMS**

**Expectations:** Washrooms, change rooms and showers are at an acceptable level of cleanliness when the following conditions apply DAILY.

1. Garbage containers are free of dirt/dust, debris and marks.

2. Floors are free of dirt/dust, debris or stains. Floor finish has depth and shine.
3. Hand soap, feminine hygiene and paper dispensers are free of dirt/dust, debris and marks and filled with appropriate hand soap and paper product.
4. Tables, chairs and/or benches are free of dirt/dust, debris and stains.
5. All glass and mirrors are free of dirt/dust, and stains.
6. Base boards are free of dirt/dust, buildups and marks.
7. Lockers are free dirt/dust, build ups and marks.
8. Window coverings are free of dirt/dust, and stains.
9. Light fixtures and lenses are free of all dirt/dust and operating properly.
10. Air fusers and grates free of dust/dirt, debris and stains.
11. Desks and flat surfaces are free of dirt/dust, debris and stains.
12. Walls, doors, electrical switch plates are free of dirt/dust, debris and marks.
13. Hand basis, partitions, piping, toilets, urinals, floor drains, are free of dirt/dust, debris, marks and stains and sanitized daily.
14. Washrooms are spot-checked for cleanliness and vandalism as well as re-stocked as needed. Corrections made as needed after each and every hour.

## **STAIRS WITHIN THE CONCOURSES AND ALL ACCESS WAYS**

### **Requirements: Stairs will be maintained as required.**

1. Floors to be scrubbed once a day using a strong surface cleaner or more often if prevailing circumstances dictate it.
2. Walls to be scrubbed down once per week.
3. Stairs and floors to be swept regularly and hosed down once a week.
4. Clean storm water channels daily.
5. Foot path (access to the Depot) to be kept clean at all times.

6. Stairs and open areas must be free of dirt and litter at all times.

7. No plastic bags to be stored on the stairs.

### **EXTERNAL PAVED AND TARRED AREAS**

**Requirements: within the precinct will be maintained as required.**

1. Regular sweeping of these areas using brooms and dirt picked up using metal hooded dust spans.
2. Foot paths must be kept cleaning by sweeping and picking up of dirt using brooms and metal hooded dust spans.
3. Storm water channels must be cleaned and cleared of dirt daily.
4. All dirt must be put in refuse bags and wheelie bins and transported to agreed refuse areas.
5. Surfaces shall be free of dirt and spillages at all times.
6. **No** plastic/refuse bags to be kept on the Access areas and concourses.

### **DEPOT PITS AND RAIL TRACKS AREAS**

**Requirements: Depot pits and railway track areas within the precinct will be maintained as required.**

1. Pits surfaces to be swept daily on a regular basis and scrubbed every second day.
2. Scrubbing of pits to be carried off peak, unless otherwise instructed in writing by the Depot Manager.
3. Pits to be water pressure cleaned once a week with detergent and degreaser.
4. All pits within the depot precinct must be free of dirt, litter grass and weeds at all times.
5. All tracks within the depot precinct must be free of dirt, litter or any spillages.

6. All tracks must be blown with a power blower regularly and the litter picked up immediately and put into refuse bags.
7. No plastic bags to be stored on the rail tracks. These will only be stored in a place to be agreed upon between the contractor and the Facilities Department.

**Note**

- I. **SHE BINS IS NOT THE PART OF THIS CONTRACT**
- II. **THE IS NO SUBWAY AND BRIGDES, ONLY PITS AND STAIRWAYS**

**▪ MEASUREMENTS OF PERFORMANCE**

The service provider's performance of cleaning service will be formally measured monthly according to the measurement criteria below.

<b>AREAS</b>	<b>FOCUS CLEANLINESS ITEMS</b>	<b>MEASUREMENT</b>
<b><u>WORKSHOPS:</u></b>	Papers, peels, cans/bottles, cigarette butts, leaves, excrement, bad smells, stagnant water, dirt bags, leaking sewage, rodents, animals (dead or alive)	0 = NOT APPLICABLE 1 = UNACCEPTABLE (No information at all. Information older than two days) 2 = POOR (Notices are handwritten. Information older than expiry date. Notices are not clearly understandable and not informative.) 3 = GOOD (Minimum of elements present. Obvious sign that the place is cleaned) 4 = EXCELLENT (No litter and an extra effort was put in to make the place look more attractive e.g. floor was washed with detergent)
<b><u>GARAGES AND SHELTERS:</u></b>	Litter and hygiene e.g., papers, peels, cans/bottles, cigarette butts, leaves, general dirt, cobwebs, dust, excrement, bad smells, water pools, plastic bags.	1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect.) 2 = POOR (Has not been swept in the last 1-2 hours. Visible signs of accumulated dirt.) 3 = GOOD (Minimum of elements present or visible sign that place is cleaned.) 4 = EXCELLENT (No litter and an extra effort was put in to make the place look more attractive e.g. floor was washed with detergent or polished.)

**REQUEST FOR AN APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING AND HORTICULTURAL SERVICES AT VARIOUS INFRASTRUCTURE DEPOTS IN THE WESTERN CAPE REGION FOR A PERIOD OF 36 MONTHS**



WCR/CRES/01/06/2024

<p><b><u>TRACKS:</u></b></p>	<p>E.g. papers, peels, cans/bottles, cigarette butts, leaves, plastic bags,</p>	<p>0 = NOT APPLICABLE                      1 = UNACCEPTABLE (Most elements present and a general sense of neglect.)                      2 = POOR (Visible signs of dirt that has accumulated.)                      3 = GOOD (Minimum of elements present/visible sign that tracks are cleaned.)                      4 = EXCELLENT (No litter. Tracks are cleaned at least once per day.)</p>
<p><b><u>TOILETS:</u></b></p>	<p>Papers, dust, cobwebs, peels, cans/bottles, cigarette butts, excrement on floor, bad smells, water pools, leaking sewage, rodents, animals (dead or alive), overflowing sanitary bins.</p>	<p>0 = NOT APPLICABLE                      1 = UNACCEPTABLE (Toilets out of order. Toilets not cleaned on daily basis.)                      2 = POOR (Toilets cleaned, but still visible signs of dirt, e.g. dust, cobwebs.)                      3 = GOOD (Obvious sign that toilets are cleaned daily.)                      4 = EXCELLENT (Extra effort is put in to ensure cleanliness, e.g. using detergents.)</p>
<p><b><u>ENTRANCE AREAS</u></b></p>	<p>Litter and hygiene e.g, paper, peels, cans/bottles, cigarette butts, dust, bad smells, grime, graffiti, water pools, rodents, animals (dead or alive), overflowing bins.</p>	<p>0 = NOT APPLICABLE                      1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect.)                      2 = POOR (Has not been swept in the last 8-12 hours. Visible signs of dirt accumulated.)                      3 = GOOD (Minimum of elements present or visible signs that the place is maintained.)                      4 = EXCELLENT (No litter and an extra effort was put in to make the place look more attractive e.g. floor washed with detergent and / or polished.)</p>
<p><b><u>PARKING AND EXTERNAL AREA</u></b></p>	<p>Litter and hygiene - Papers, peels, cans/bottles, cigarette butts, leaves, excrement, used condoms, bad smells, stagnant water, dirt bags, rodents, dead animals, hawkers catering food, ,</p>	<p>0 = NOT APPLICABLE                      1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect.)                      2 = POOR (Has not been swept in the last 8-12 hours, some elements like papers, cigarette butts, leaves, condoms, etc.)                      3 = GOOD (Minimum of elements present, hardly any litter present.)                      4 = EXCELLENT (No litter and extra effort was put</p>

**REQUEST FOR AN APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING AND HORTICULTURAL SERVICES AT VARIOUS INFRASTRUCTURE DEPOTS IN THE WESTERN CAPE REGION FOR A PERIOD OF 36 MONTHS**

**WCR/CRES/01/06/2024**



	overflowing dirt bins.	in to make the place look more attractive e.g. shaded parking, painted lines etc.) <b>NOTE:</b> If any of the above elements like papers, leaves, etc. is present due to the wind / wind blowing, it will be taken into consideration.
<b><u>HORTICULTURE</u></b>	Grass Cutting & Tree Trimming	0 = NOT APPLICABLE 1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect.) 2 = POOR (Has not been cut in the last month. Visible signs of overgrown grass and untrimmed trees.) 3 = GOOD (Minimum of elements present or visible signs that the place is maintained.) 4 = EXCELLENT (Grass cut and trees trimmed to specifications and an extra effort was put in to make the place look more attractive e.g. grass edges trimmed to shape / weed killer sprayed on areas where no grass is needed.)
<b><u>FOYER – DEPOT FORECOURT AND PARKING AREAS</u></b>	Litter and hygiene - Papers, peels, cans/bottles, cigarette butts, leaves, water pools or mud, dust, grime, graffiti, leaking sewage, rodents, animals (dead or alive), windows (clean outside), overflowing dirt bins.	0 = NOT APPLICABLE 1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect.) 2 = POOR (Has not been swept in the last 1-2 hours, visible signs of dirt that has accumulated.) 3 = GOOD (Minimum of elements present and obvious signs that the place is maintained.) 4 = EXCELLENT (No litter and extra effort was put in to make the place look more attractive e.g. floor was washed with detergent or polished.) <b>NOTE:</b> If any of the above elements like papers, leaves etc. is present due to the wind blowing, it will be taken into consideration.

## **CLEANING MATERIAL, CONSUMABLES, TOOLS AND EQUIPMENT**

**NB:** This section provides **ONLY** guideline for the type of cleaning material and consumables and type of equipment and tools which will guarantee that the requirements by PRASA can be satisfied. The Contractor can use any equipment, tools and material which will assure the highest level of cleanliness of the depot and all facilities.

- Disinfect all cleaning equipment after use and before using in other areas (e.g. Disinfect buckets by soaking in bleach solution or rinse in hot water with soap).
- PRASA would like to ensure that cleaning standards are not lowered in the execution of the contract to be signed for the provision of the services mentioned herein. Therefore, a start-up list of approved chemicals has been developed for bidders to use in the preparing of their bid.
- PRASA reserves the right to change or replace any of the below listed chemicals with equivalent specification chemicals.
- The successful bidder is encouraged to offer PRASA continuous improvement efforts which are aimed at enhancing cleaning efficiency and cleaning standards at the best price at all times.
- All chemicals must be SABS and/or SANS approved and must not be harmful to the environment.

<b>NO</b>	<b>DESCRIPTION</b>
	<b>Approved list of chemicals</b>
1	Sanitary all-purpose cleaner with pleasant odour that prevents limescale build up leaving a shiny streak free gloss, not corrosive, kind to skin (suitable for all washable stainless steel, plastic, porcelain, ceramic, enamel, glass) 20lt
2	Biological double action cleaner/deodorizer for the cleaning and odour control in sanitary areas, toilets, urinals and odour control in carpets, per 20 lt
3	Viscous acidic toilet bowl cleaner for the removal of limescale and urinary stain, deodorizing and bactericide that removes dirt and limescale after a short period (must be free of hydrochloric acid) per 20 lt
4	Hardware resistant polymer based self-shining dispersion that form a hard wearing, slip resistant protective film with a high gloss for high speed and ultra-speed polishing per 20lt
5	Window cleaner per 20lt
6	Powerful Alkaline cleaning agent for the machine cleaning of floor coverings, low foaming, not perfumed, removes soiling per 20 lt
7	Clear Liquid hand soap per 20lt
8	stainless steel polish read to use cleaner and polish

<b>REQUEST FOR AN APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING AND HORTICULTURAL SERVICES AT VARIOUS INFRASTRUCTURE DEPOTS IN THE WESTERN CAPE REGION FOR A PERIOD OF 36 MONTHS</b>	 <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
<b>WCR/CRES/01/06/2024</b>	

9	Furniture polish (no oil furniture polish)
10	Spray emulsion containing wax, to remove water solvent soluble solution and scuff marks which forms a protective film which can be polished per 20 lt (Mondo floor cleaner where applicable)
11	Powder for carpets per 20 lt
12	Jeyes Fluid per 25lt
13	Gum removing soluble agent in aerosol cans
14	Ready use abrasive liquid cleaner non scratching or corrosive per 20lt
15	Concentrated tile cleaner for porcelain, tiled areas and all washable surface, based on non-ionic and anionic surfaces. per 20lt
16	60% alcohol based hard surfaces disinfect (rate only)
17	60% alcohol-based floor cleaner (rate only)

NO	DESCRIPTION
	<b>Consumables/Materials</b>
<b>1</b>	<b>Clear Hand soaps – 20 Litre</b>
<b>2</b>	<b>Toilet paper per Bale - 1 Ply virgin</b>
	48 Rolls per Pack.
	500 Sheet per Roll as per SABS or SANS Regulations.
	Sheet Size: 100mm x 110mm
	19gsm Paper.
	Single ply Toilet paper
<b>3</b>	<b>Refuse Bags (Clear)</b>
	Large
	Medium
	Small
<b>4</b>	<b>300m Maslin Cloth</b>
<b>5</b>	<b>Microfibre Cloths</b>
	Green - Basins
	Blue - Mirrors
	Red - Bathrooms
	Green - Basins
<b>6</b>	<b>Microfibre Sleeves</b>
7	Vacuum Bags
8	Gloves (General purpose)
9	Industrial/heavy duty (dependent on no. of areas requiring the use thereof)
10	Dust Masks
11	Urinal Mats

Table 5.1.4 b

## **CLEANING MACHINERY AND EQUIPMENT**

- All the machinery being provided on the contract must still be within its serviceable life.
- The successful bidder will be responsible for the service and maintenance costs of all machinery on the contract.
- The successful bidder must ensure that all staff operators of machinery have received the proper training for the usage of the machinery prior to the commencement of the contract.
- Service Level Agreement pertaining to the provision and use of the machinery on the contract to be drawn.
- The successful bidder is to submit a Machinery and Equipment deployment schedule which will clearly show the number of items and the areas in which they will be deployed on a daily basis. PRASA reserves the right to make changes to the equipment deployment in accordance with a change in requirements or operations.
- Please consider the following when obtaining machinery to be used in the provision of the services herein:
- Carpet machines must be available with a minimum dryness of 80% – in the event of spillage / flooding.
- Brush cutters and chainsaws – a minimum of six (6) brush cutters and two chainsaw to be used for horticulture and grass cutting with its consumables should be available in abundance on site.
- Industrial washing machine and dryer (Off site)– to wash pads, mops and cloth etc. This must be done in accordance with the colour-coding system used by the successful bidder.
- Monodisc single brush machines – high speed- used for buffing floors – required to be available on site at all times.
- Pressure washer surface cleaner – a minimum of 3 machines to be available on site – used for cleaning and degreasing of pits. One machine to cover up to a 2 500 sqm sufficient filters as use of non-portable water is recommended.
- High pressure machine up to 150 bar for outside / walkway areas – to be available on site at all times.
- Carpet extractor machines for cleaning of large carpeted areas
- All machinery being provided on the contract must still be within its serviceable life and used in accordance with the Service Levels for the duration of contract.
- In the event that any machinery breaks down, the said machinery shall be replaced on time with a temporary alternative machinery.
- Contractor should include service maintenance, consumables and fuel costs of the machinery for the duration of the contract as no additional charges will be accepted.

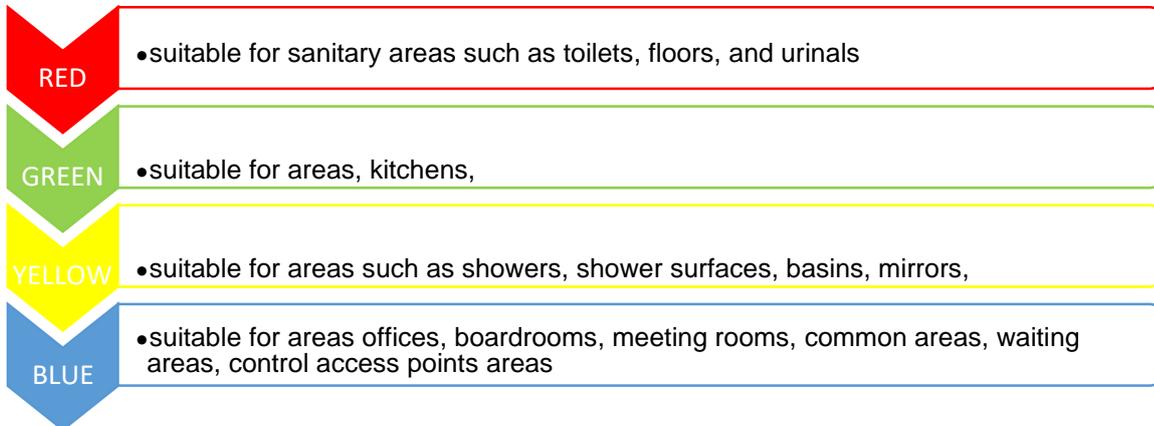
NO	DESCRIPTION
a.	<b>General Cleaning Machinery</b>
b. 1	Brushcutters and chainsaws
c. 2	Upright Industrial Vacuum Cleaners
d. 2	Wet & Dry Vacuum Cleaners (90lt)
e. 6	High Pressure Cleaner
f. 7	Carpet extractor (used in accordance with carpet cleaning frequencies and requirements) – using powder / wet extraction method
g. 8	Push Sweepers
h. 9	Washing Machine (Off site)- Washing of Microfibre Sleeves
i. 10	High pressured steam cleaner for cleaning grime builds up on tile grout
j. 11	Escalator cleaning machine
k. 12	Carpet cleaning Machine
l. 13	Blowers
m. 14	Carpet extractor machines – dual use / powder or wet extraction method
n. 15	Heavy duty Custom vacuum for tracks

**Note: All the equipment being provided on the contract must still be within its serviceable life.**

NO	DESCRIPTION
o.	<b>General Cleaning Equipment</b>
p. 1	Colour-coded split buckets on wheels with wringer
q. 2	Microfibre Mops
r. 3	Maslin Tools
s. 4	Aluminium long handle jumbo mops (long hair)
t. 5	Toilet kit (portable) <i>public areas/high traffic</i>
u. 6	Janitorial Trolleys (twin bucket)
v. 7	30m x 2mm Extension cords
w. 8	Long Handle Dust Pans including whisk brooms
x. 9	Big outdoor brooms hard and soft bristles
y. 10	Window Squeegees with telepoles
z. 11	Big Rectangular Buckets for Window Squeegees
aa. 12	Metal Scrapers
bb. 13	Toilet Brushes
cc. 14	Scrubbing Brushes & Scourgers
dd. 15	Wet Floor Signs
ee. 16	Long Feather Dusters
ff. 17	Short Feather Dusters
gg. 18	Spray Bottles 750ml

Table 5.1.5 b

## COLOUR CODED CLEANING CLOTHS



## OPERATIONAL MEETINGS

Daily safety meetings must be held before resuming normal cleaning to observe and practise the following safety procedures.

- All cleaners will be observed if they are wearing proper Personal Protective Clothing
- All cleaners to be assessed if they are fit to commence with their duties e.g. random alcohol tests where triggered.

## PERSONAL PROTECTIVE CLOTHING (PPE)

A great attention should be given on how PPE and is handled.

- Cleaners must always wear mask, gloves when executing their duties.
  - o Where there is visible contamination with body fluids, additional PPE to protect the cleaners' eyes, mouth and nose must be used.
  - o All disposable PPE should be removed after each use and discarded in sealable bags and bins with lids.
  - o Hands should be washed with soap and water for 20 seconds after PPE has been removed following the cleaning and disinfection.
  - o To prevent spreading of germs, discard cleaning material made of cloth (i.e., wiping cloth etc.) in appropriate bags after cleaning and disinfecting. A new pair of gloves must be worn.
  - o **UNIFORM** Please use the replacement cycle specified i.e. **2 pairs per person every 18 months**
  - o There are other areas that will require a shorter replacement cycle e.g., outside areas
    - The uniform design and fabric will require PRASA approval.**
    - Please allow for relievers in a calculation of the number of uniforms

**CONTRACT RECORDS AND DOCUMENTATION**

▪ **Health and Safety File**

1. The contractor shall keep on site a SHE working file where all records generated during the project are kept. This file must be available at all times on site. The file will include, all SHE related records, records of communication with the client (PRASA) tool box talks, Inspection sheets, risk assessment etc. (Table of checklist below)
2. The Contractor shall submit a SHE file according to the attached safety checklist.
3. **A representative from PRASA has a right to do the following:**  
Request the file at any given time.  
Inspect the SHEQ documents at any given time.  
Stop the work if he/she finds necessary or convinced that SHE is compromised.

#	Description	Comments – Requirement	Requirement on file	
			Yes	No
1	Scope of work	<i>The detailed documents explaining the work to done.</i>		
2	Letter of Good Standing	<i>Valid letter of Good Standing to be on file, Letter to be on the contractor’s company name.</i>		
3	Employee List	<ul style="list-style-type: none"> <li>• <i>Only employees who will be working in Metrorail premises under the project.</i></li> <li>• <i>ID Copies to be provided. (persons without SA Citizenship to provide a valid work permit)</i></li> <li>• <i>Next of kin’s information to be provided (name, contact, address, etc.)</i></li> </ul>		
4	Organization Structure	<ul style="list-style-type: none"> <li>• <i>Organization structure to be in line with the specific project. ( Cleaning of facilities/Buildings)</i></li> <li>• <i>To start with the CEO/MD and followed by workers</i></li> </ul>		

**REQUEST FOR AN APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING AND HORTICULTURAL SERVICES AT VARIOUS INFRASTRUCTURE DEPOTS IN THE WESTERN CAPE REGION FOR A PERIOD OF 36 MONTHS**

**WCR/CRES/01/06/2024**



5	SHE Policy	<i>To be signed by company most senior manager.</i>		
6	SHE Plan	<ul style="list-style-type: none"> <li>• <i>SHE Plan to be in line with PRASA SHE specifications and relevant to the scope of work.</i></li> <li>• <i>To be acknowledged by PRASA project team leader.</i></li> </ul>		
7	Risk Assessments	<ul style="list-style-type: none"> <li>• <i>Department to provide a baseline risk assessment for the project to the contractor as per CR 2014.</i></li> <li>• <i>Contractor to provide a detailed risk assessment based on scope of work.</i></li> </ul> <p><i>(activity based)</i></p> <p><b>Note: prior to commencement of the work, PRASA Project team leader together with the contractor must conduct a start-up risk assessment taking into consideration the risk identified on the baseline and on the contractor risk assessment</b></p>		

#	Description	Comments – Requirement	Requirement on file	
			Yes	No
8	Tool Registers	<i>The list of all tool and equipment that the contractor will use for the project.</i>		
9	SHE Induction Records	<i>SHE induction records to be on file</i>		
10	Proof of medical fitness	<i>Valid proof of medical fitness to be on file Only Medical results issued and stamped by Occupational Health Doctor/Practitioner/Clinic will be accepted.</i>		
11	Appointments	<i>All Appointment letters to be in line with OHS Act and applicable regulations. Each appointment to be accompanied by proof of competency</i>		
12	Tool inspections	<i>Inspection template of all tools to be on file. The inspections template must be linked to the tool list provided.</i>		

13	PPE Matrix	A document indicating the contractor's positions and the applicable PPE to each position as per risk assessment outcome.		
14	PPE Records	Proof that employee was issued with the necessary PPE.		
15	Training Records	All other training records applicable to the scope.		
16	Method Statement	A detailed description of how work will be performed.		
17	Safe Working Procedures	Working instructions.		
18	Toolbox Talks	Proof that the system exists. Contractor to maintain this system throughout his duration of contract.		
19	Equipment Maintenance (Calibrations, Safe Working load certificates etc)	To be on file		
20	Chemicals substances list	All chemicals that will be used by the contractor to be documented and filed included on file		
21	MSDS	As per chemical list		
23	Proof of training on MSDS	All employees using the chemical to be trained. Copies of the MSDS to be where employees are using the chemical.		
24	Declaration of Subcontractors	The principal contractors must declare if subcontractor will be appointed. Subcontractors are required to submit the safety file for their company. The declaration to be on file.		

<b>To be confirmed by SHE Coordinator of the department</b>				
All requirements are on file			<b>Yes</b>	<b>No</b>
<b>Department</b>	<b>Name</b>	<b>Surname</b>	<b>Date signed</b>	<b>Signature</b>
If <b>no</b> , please make comments:				

<b>REQUEST FOR AN APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING AND HORTICULTURAL SERVICES AT VARIOUS INFRASTRUCTURE DEPOTS IN THE WESTERN CAPE REGION FOR A PERIOD OF 36 MONTHS</b>	 <b>prasa</b> <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
<b>WCR/CRES/01/06/2024</b>	

Date file submitted:				
Please submit the file to risk department for approval				
<b>Comments by Risk department - Compliance/ SHE:</b>				
Approved:	Yes		No	
Date file was approved:				
File to be handed over to the Risk manager: Risk manager to sign the certificate of access.				

**SPECIAL CONDITIONS OF CONTRACT**

**▪ Performance**

1. This shall be a performance-based contract and shall be for a term of 3 years (or 36 months) commencing from the date of signature of agreement.
2. The performance of the contractor shall be evaluated and assessed on month-to-month basis and may be terminated on the ground of poor performance and/or non-responsiveness.
3. Either party may terminate the Contract by given another party a 30-calendar day written termination notice.
4. The Contractor shall undertake to provide and use Totally Degradable Plastic Refuse Bags (TDP) for daily refuse collection.
5. The Contractor shall undertake to provide and use environmentally friend (and SABS approved) products/detergents/material as required by PRASA.

**▪ Cleaning Material & Machinery**

- a. All electrical and non-electrically operated equipment should be SABS approved.
- b. The Contractor shall supply its own cleaning equipment and chemicals at their own cost.
- c. The Contractor shall maintain and ensure availability of Material Safety Data Sheets (MSDS) to be available.

- d. All cleaning material approved by the client shall be available at all times for execution of work.
- e. PRASA shall ensure availability of supply point for water supply and electricity, in the event where the water supply is disrupted or PRASA runs out of water the service provider needs to provide alternative means to get water to ensure all facilities are kept cleaned.
- f. All safety precautions stipulated by the client shall be strictly adhered to.
- g. The Contractor shall be responsible for the efficient performance of the Contract and for the good conduct of his/her employees whenever they carry out cleaning works at the depots.
- h. The Contractor shall maintain contracted number of cleaners at all times to properly fulfil his/her obligation under this Contract.
- i. The Contractor's employees shall be properly supervised at all times by a supervisor(s) employed for this purpose by the Contractor.
- j. The Contractor shall provide clean and tidy uniforms by the Contractor for all his/her employees. The uniform must be worn by all employees who are engaged to carry out the works under this Contract.
- k. The Contractor employees cleaning PRASA depots under this Contract shall be identifiable (ID) with appropriate Company's badge and access card displayed all the time with the following information on it;
  - 1. The photo of the employee
  - 2. The Name of the Employee
  - 3. The position he or she occupies.
  - 4. The Name of the Cleaning Company
  - 5. The Number of the Site Access operating under
  - 6. The Name of the Depot of deployment.
- l. PRASA reserves the rights to monitor time and attendance of the Contractor's employees as well as to give working instruction directly to the Contractor's employees if in the opinion of PRASA this is necessary. This will be done through a dedicated Contracts Manager.
- m. Subject to the final agreement made by the parties, the Contractor shall be remunerated by PRASA monthly in accordance with the price agreed.
- n. The Contractor shall provide high quality cleaning operation at all times. The Contract shall put in-charge a sound knowledgeable and experience Supervisor, in charge of daily operations of cleaning team. These personnel shall be strong in supervisory and communication skill, initiative, enthusiastic and reliable. The Supervisor may be required to perform duties outside normal working hours and be reachable all the time.
- o. Cleaners should be trained to be observant, keen, alert, efficient, willing and pleasant. On job work observation must be performed by Supervisor on an on-going basis to ensure that cleaners perform the duties and responsibilities consistently above expectation.
- p. The Contractor shall perform cyclic or ad-hoc deep cleaning of the facilities to enhance the level of cleanliness.
- q. The Contractor shall provide all necessary machinery, tools and materials for the proper

execution of the work. Such machinery and materials shall be of a high standard and suitable for use in the depots environment.

- r. Unless written consent is given by PRASA, the Contract or any part, share, or interest in it, must not be transferred or assigned by the Contractor, directly or indirectly to any persons whomsoever.
- s. The Contractor's employees must observe all reasonable instruction of the PRASA Delegated Contract's Manager.
- t. Cleaning of toilets at depots shall be done every 30 minutes and an inspection sheet shall be kept in the toilets.

**NB: The consumables for example, Air/ Room Freshener, Urinal cubes. Toilet papers etc. shall be provided in abundant and there shall be no shortage.**

▪ **Default**

- u. If the Contractor has abandoned the Contract or is not executing the service in accordance with the Contract or is persistent of flagrantly neglecting to carry out his obligation under this Contract, PRASA delegated Contract's Manager, after giving 7 working days' notice in writing to the Contractor, may expel the Contractor from the depot thereby releasing the Contractor from any of his other obligations or liabilities under the Contract.

▪ **Inspection and Rejection**

- v. All services performed under this Contract shall be subject, before payment, to inspection by PRASA delegated Contract's Manager who may withhold payment when in his/her opinion any services has not been performed in accordance with the requirement of the Contract.
- w. Safety and Housekeeping
- x. PRASA operate depots within a strict railway operating environment with high commuter flow, particularly during operating peak periods. Safety of commuters is therefore a non-negotiable requirement and the following should be strictly complied with.
- y. The Contractor shall submit a Health & Safety Plan, which will include Risk Assessment with proposed work method and request for approval for site access (for PRASA CRES's approval). Only when approval is granted shall the Contractor be granted access to the site for the duration of the contract.
- z. Good safety and housekeeping practices shall be entrenched in working methods and practices.
- aa. Compliance with Environmental, Health and Safety Regulations as well as any such regulation prescribed by PRASA. It is the Contractors responsibility to know and understand them properly.
- bb. Regular and routine or ad-hoc inspections of compliance with safety and housekeeping shall be undertaken and all necessary correction actions immediately implemented.

▪ **Maintenance Records and Reporting**

- cc. The CONTRACTOR shall ensure that proper records of equipment, consumables, toilet paper consumption; inspection lists and staff attendance registers are maintained. These records must at the depot and made available on request.
- dd. The CONTRACTOR shall produce monthly reports indicating the daily resource deployment for the month, ad-hoc costs, and costs depicting the monthly contract fee, consumable allocation per facility with costing, walk-about findings, non-conformances and all actions taken.
- ee. Continual improvement: This contract encourages the analysis of operations, to identify deficiencies, to introduce new technologies and provide proposals. This is the primary reason why proper record keeping and monthly reporting is prescribed in this contract.
- ff. Control Documents: Control documents shall be placed at the depot office to confirm that all activities have been carried out as per specifications. These documents are to be signed by the Contractors' cleaning staff daily and must accompany the payment invoice each month.
- gg. The Contractor shall also provide the depot office with documentation indicating the daily activities, i.e. starting, tea, lunch and finishing time, of the cleaning staff.
- hh. Checking or inspection schedules to be signed and placed at the cleaner's room at all times.

▪ **General Requirements**

- ii. The contractor must implement a SHE working file where all records generated during the project will be filed. This file must be available at all times on site. The file will include, SHE Related records, Records of communication with the Client (Prasa), toolbox talks, Inspections, risk assessments etc.
  - Contents of the file to be overseen by the SHE Coordinator of the Department.
  - This document should be used as the standard guideline and all contractors should comply with this guideline.
  - It is the responsibility of the SHE Coordinator to ensure that all required documents are on file prior to approval.
  - It is the responsibility of the Department that is overseeing the whole contract process to ensure that a safety file is implemented at the site where the contractor works, no contractor's duties are to commence without this file being approved.
  - The scope of work is discussed with the risk department. This is to ensure that all special details and requirements are addressed when compiling this file.
  - The approved file will be kept at the appointed Prasa supervisor over the contractor for the duration of the project.
  - For record keeping after the end of project. The file must be filed with the IRM of the department.
  - This file should be readily available at all times.
  - The risk department, Prasa management and or representatives has the right to
- 5. Request for the file at any given time.
- 6. Inspect the contractor documents at any given time.

7. Stop the work if he or she finds it necessary or is convinced that Safety, Health, and Environment is compromised

▪ **PENALTIES**

Penalty for poor quality of work shall be imposed subject to maximum of **10 %** of Contract value. The decision regarding Penalty & Imposing Penalty shall be of **PRASA CRES**. This is in addition to the proportional amount to be deducted for non-completion or not carrying out the work.

- i.) If Team Leader / Supervisor and or cleaning staff are found absent or short, a deduction at the rate equivalent to **daily wage per employee** shall be applied in line with gazetted labour rates.
- ii.) If during inspection, the workers are not found in uniform, a penalty of **R 500** per employee per day shall be imposed.
- iii.) If during an inspection, the workers are not found in proper PPE (Personnel protective equipment) a penalty of up to **R 500** per employee per day shall be imposed.
- iv.) In case of unavailability of proper chemicals for described usage, a penalty of up to **R1000.00** per day shall be imposed.
- v.) In case of unavailability of Cleaning material for described usage, penalty of up to **R1000.00** per day shall be imposed.
- vi.) In case of unavailability or use of improper hand tools and equipment e.g., mops, dusters and vacuum cleaners etc. a penalty of **R 1000** per incident per day shall be imposed.
- vii.) In case disposal of cleaning waste is not done by the Service Provider at the prescribed time, a penalty of **R 1000** per incident shall be imposed.
- viii.) In case the Service Provider's employees embark on strike, a penalty of **R 15,000 per day** shall be imposed.
- ix.) In case of unavailability of consumables e.g., toilet paper, Room Freshener, Liquid Hand Wash etc. a penalty of **R500** per incident shall be imposed.
- x.) In case of toilet is found smelling bad, not spot cleaned, no inspection checklist and dirty a penalty of **R1000** per incident shall be imposed.
- xi.) In case the removal of vegetation is not done by the Service Provider as prescribed, a penalty of **R 2000** per incident per day shall be imposed.

- **THE STAFFING PLAN AND SHIFT SYSTEM**

- **STAFF DEPLOYMENT**

The total cleaning staff/personnel to be provided in this specification is forty (40) including the contract manager and supervisors as per the Table below. Contractor to make provision for relivers with an additional 10% of total staff, relivers fill-in should any employees fail to report for duty for whatever reason.

Weekends and public holidays the depots shall remain closed, **the contractor shall at least work one weekend per month** in order to execute the comprehensive deep cleaning of pits as per specification.

- **SHIFT SYSTEM**

	Infrastructure Depots	Corridor	Staff Required	Supervisors	Shift Monday to Friday	Frequency
1	RMTCC	Northern	6	1	07:00 – 16:00	7 days per week
2	Cape Town Signal & Perway	IKAPA	2	1	07:00 – 16:00	3 days per week
3	Woodstock Bay Junction	IKAPA	1		07:00 – 16:00	3 days per week
4	Elsies River Signal & Perway	Northern	4		07:00 – 16:00	3 days per week
5	Eerste River Signal & Perway	Northern	2		07:00 – 16:00	3 days per week
6	Windermere Signal & CMOC	Northern	3		07:00 – 16:00	Daily (Mon – Fri)
7	Kraaifontein	Northern	1		07:00 – 16:00	3 days per week
8	Bellville Signal	Northern	3		07:00 – 16:00	3 days per week
9	Mutual Perway	Northern	1		1	07:00 – 16:00
10	Langa Signal & Perway	Central	2	07:00 – 16:00		3 days per week
11	Maitland Security Office	Southern	3	07:00 – 16:00		Daily (Mon – Fri)
12	Maitland Perway	Southern	2	07:00 – 16:00		3 days per week

<b>REQUEST FOR AN APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING AND HORTICULTURAL SERVICES AT VARIOUS INFRASTRUCTURE DEPOTS IN THE WESTERN CAPE REGION FOR A PERIOD OF 36 MONTHS</b>	 <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
<b>WCR/CRES/01/06/2024</b>	

<b>13</b>	Maitland Signal	Southern	1		07:00 – 16:00	3 days per week
<b>14</b>	Koeberg Training Centre	Southern	4		07:00 – 16:00	Daily (Mon – Fri)
<b>15</b>	Wynberg Signal & Perway	Southern	1		07:00 – 16:00	3 days per week
<b>16</b>	Fish Hoek Signal & Perway	Southern	1		07:00 – 16:00	3 days per week
<b>TOTAL</b>			<b>37</b>	<b>3</b>		

## 5 EVALUATION METHODOLOGY

The evaluation of Bids will be based on the information contained in Bids received in RFP and, which may be further supplemented by presentations and clarification information provided, if required. All Bids shall be equally evaluated by various committees involved in the evaluation process in accordance with stated Evaluation Criteria. Procurement integrity and fairness, transparency, competitiveness and full accountability will at all times be paramount.

### 5.1 EVALUATION AND SCORING METHODOLOGY

The evaluation of the Bids by the evaluation committees will be conducted at various levels. The following levels will be applied in the evaluation:

<b>LEVEL</b>	<b>DESCRIPTION</b>
Verify completeness	The Bid is checked for completeness and whether all required documentation, certificates; verify completeness warranties and other Bid requirements and formalities have been complied with. Incomplete Bids may be disqualified.
Verify compliance	The Bids are checked to verify that the essential RFP requirements have been met. Non-compliant Bids may be disqualified.
Detailed Technical Evaluation	Detailed analysis of Bids to determine whether the Bidder is capable of delivering the Project in terms of business and technical requirements. <b>The minimum threshold for technical evaluation is [70%], any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and Specific Goals.</b>
Specific Goals	Evaluate Specific Goals
Price Evaluation	Bidders will be evaluated on price offered.
Scoring	Scoring of Bids using the Evaluation Criteria.

<b>REQUEST FOR AN APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING AND HORTICULTURAL SERVICES AT VARIOUS INFRASTRUCTURE DEPOTS IN THE WESTERN CAPE REGION FOR A PERIOD OF 36 MONTHS</b>	 <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
<b>WCR/CRES/01/06/2024</b>	

Recommendation	Report formulation and recommendation of Preferred and Reserved Bidders
Approval	Approval and notification of the final Bidder.

## 5.2 EVALUATION CRITERIA

Interested bidders for this project shall be evaluated in terms of their business credentials, financial standing, empowerment, technical capacity and experience. The evaluation committee shall use the following Evaluation Criteria depicted in Table below for the selection of the preferred bidder.

EVALUATION CRITERIA	WEIGHTING
<b>Stage 1</b>	<b>Compliance</b>
Stage 1A	Mandatory Requirements
Stage 1B	Other Mandatory Requirements
Stage 1C	Documents required for scoring
<b>Stage 2</b>	
Technical/Functional Requirements	Threshold of 70%
<b>Stage 3</b>	
Price	80
Specific Goals	20
<b>TOTAL</b>	<b>100</b>

Details of the stages outlined in table above are presented in the following sections.

<b>REQUEST FOR AN APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING AND HORTICULTURAL SERVICES AT VARIOUS INFRASTRUCTURE DEPOTS IN THE WESTERN CAPE REGION FOR A PERIOD OF 36 MONTHS</b>	 <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
<b>WCR/CRES/01/06/2024</b>	

## STAGE 1: COMPLIANCE REQUIREMENTS

### Stage 1A – Mandatory Requirements - (To be submitted in envelope 1)

If you do not submit/meet 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 Price in words (Tender Form C) must be submitted as volume 2 <b>in Envelope 2</b> .	
b)	Valid certified copy of the NCCA (National Contract Cleaners Association) or NCA (National Cleaning Association) or BEECA Cleaning Association certificate. Must be valid on closing date of tender submission.	

### Stage 1B – Other Mandatory Requirements - (To be submitted in envelope 1)

If you do not submit the following other mandatory documents/requirements, PRASA may request the bidder to submit the information within three (3) working days before pre-award stage. Should this information not be provided, your bid proposal will be disqualified.

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

No.	Description of requirement	
a)	Valid Letter of Good Standing COIDA	
b)	Supply of valid SARS Pin	
c)	CSD supplier registration number	
d)	Completion of ALL RFP documentation (includes ALL declaration)	
e)	Briefing Session Form D. Bidders must also reflect on the Compulsory Briefing Session Attendance Register	
f)	Bidders to fill and sign the Submission register at security entrance on submission of tender documents	
g)	Proof of Bank Account (i.e. letter issued by the bank)	
h)	Proof of Company Registration Documents, (Certificate of Incorporation)	
i)	Joint Venture / Consortium agreement / Trust Deed/ Confirmation in writing of intention to enter into a JV or consortium agreement should they be awarded business by PRASA through this RFP process (if applicable) SIGNED BY ALL PARTIES	

<b>REQUEST FOR AN APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING AND HORTICULTURAL SERVICES AT VARIOUS INFRASTRUCTURE DEPOTS IN THE WESTERN CAPE REGION FOR A PERIOD OF 36 MONTHS</b>	 <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
<b>WCR/CRES/01/06/2024</b>	

### Stage 1C – Non-Mandatory Requirements

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: -

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

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

The specific goals allocated points in terms of this tender	Acceptable Evidence
<b>51% Black Women Owned</b>	Certified copy of ID Documents of the Owners
<b>51% Black Youth Owned</b>	Certified copy of ID Documents of the Owners
<b>EME 51% Black Owned</b>	Audited Annual Financial/ B-BBEE Certificate / Affidavit.
<b>51% Black Owned</b>	Certified copies of CIPC Documents/B-BBEE Certificate/Affidavit.
<b>People living with disability (PWD)</b>	Certified copy of ID documents of the Owners and Doctor's note confirming disability.

### STAGE 2: TECHNICAL / FUNCTIONALITY REQUIREMENTS - (To be submitted in envelope 1)

Qualifying bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is **70%** as per the standard Evaluation Criteria presented in Table 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 below

Item	Criteria	Weight
1	<b>Proposal including Project plan</b>	30
2	<b>Track record of tender on similar type and Experience</b>	30
3	<b>Key personnel experience</b>	10
4	<b>Financial Capability</b>	10
5	<b>Level of Adequacy of the Risk Assessment and Safety Plan</b>	20
	<b>TOTAL</b>	100

## FUNCTIONAL EVALUATION CRITERIA

Bidders are evaluated based on the functional criteria set out in this RFP. Only those Bidders which score [70] points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid.

Details of the scoring methodology presented above are outlined below:

Functionality evaluation matrix & Criteria:

Sub-Criteria	Description	Weightings
<b>Proposal including Project plan (30%)</b>	The Tenderer <b>must provide PRASA with the cleaning implementation plan</b> for cleaning services. Please outline how the cleaning operation at the stations will be managed daily to ensure all areas level of cleanliness is consistently maintain at highest level.	<b>30%</b>
	The cleaning implementation plan must demonstrate staff deployment including tools and equipment, shift schedule, daily cleaning plan, peak hour plan that includes deep cleaning schedule (quarterly, monthly, annually)	
	No plan submitted	0
	<p>A plan submitted with:</p> <ul style="list-style-type: none"> <li>• Staff Deployment should include tools and equipment allocation</li> <li>• Shifts Schedules</li> <li>• Daily Cleaning plan</li> <li>• Peak hours plan.</li> <li>• Deep cleaning Schedules (Monthly, Quarterly and Annually)</li> </ul> <p><b>Plan submitted with any one of the above requirements = 1 points</b></p>	1
<p>A plan submitted with:</p> <ol style="list-style-type: none"> <li>i.) Staff Deployment should include tools and equipment allocation</li> <li>ii.) Shifts Schedules</li> <li>iii.) Daily Cleaning plan</li> <li>iv.) Peak hours plan</li> <li>v.) Deep cleaning Schedules (Monthly, Quarterly and Annually)</li> </ol> <p><b>Plan submitted with any two of the above requirements = 2 points</b></p>	2	

Sub-Criteria	Description	Weightings
	<p><b>A plan submitted with:</b></p> <ul style="list-style-type: none"> <li>• Staff Deployment should include tools and equipment allocation</li> <li>• Shifts Schedules</li> <li>• Daily Cleaning plan</li> <li>• Peak hours plan</li> <li>• Deep cleaning Schedules (Monthly, Quarterly and Annually)</li> </ul> <p><b>Plan submitted with any three of the above requirements = 3 points</b></p>	3
	<p>A plan submitted with:</p> <ol style="list-style-type: none"> <li>1. Staff Deployment should include tools and equipment allocation</li> <li>2. Shifts Schedules</li> <li>3. Daily Cleaning plan</li> <li>4. Peak hours plan.</li> <li>5. Deep cleaning Schedules (Monthly, Quarterly and Annually)</li> </ol> <p><b>Plan submitted with any of the four of the above requirements = 4 points</b></p>	4
	<p><b>A plan submitted with:</b></p> <ul style="list-style-type: none"> <li>• Staff Deployment should include tools and equipment allocation</li> <li>• Shifts Schedules</li> <li>• Daily Cleaning plan</li> <li>• Peak hours plan</li> <li>• Deep cleaning Schedules (Monthly, Quarterly and Annually)</li> </ul> <p><b>Plan submitted with all of the above five requirements = 5 points</b></p>	5

Sub-Criteria	Description	Weightings	
Track record of tender on similar type and Experience (30%)	<p><b><i>Bidder of companies that have provided similar services type of contracts, with contactable references.( works or projects must be in last 7 years</i></b></p> <ul style="list-style-type: none"> <li>• Attach letters of appointment and references letters indicating the value of the contract.</li> <li>• All letters submitted should be on the client's company letterheads or stamped (<b>where service is and or was rendered</b>)</li> </ul>	30%	
	Project not of similar type or No Submissions		0
	Previous jobs completed with at most 5 projects sum to a value less than R2 500 000 in the last 7 year.		1
	Previous jobs completed with at most 5 projects sum to the value range of R 2 500 000 – R5 000 000 in the last 7 years.		2
	Previous jobs completed with at most 5 projects sum to the value range of R5 000 001- R7 500 000 in the last 7 years.		3
	Previous jobs completed with at most 5 projects sum to the value range of R 7 500 001- R 10 000 000 in the last 7 years.		4
	Previous jobs completed with at most 5 projects sum to the value range of R 10 000 001 and above in the last 7 years.		5
Key personnel experience(10%)	<p><u>Previous Experience of Key personnel (Supervisors)</u> Reference: Comprehensive CVs that detail the combined work experience of Contracts Manager and contactable references.</p>	10%	
	No experience or irrelevant information		0
	Experience of less than <b>three(3)</b> years in the role with CV attached with contactable references		1
	Experience between <b>three(3)</b> years to <b>five(5)</b> years in the role with CV attached with contactable references.		2
	Experience between <b>five (5)</b> years to <b>ten (10)</b> years in the role with CV attached with contactable references.		3
	Experience between <b>ten(10)</b> years to <b>fifteen(15)</b>		4

**REQUEST FOR AN APPOINTMENT OF SERVICE PROVIDER TO PROVIDE CLEANING AND HORTICULTURAL SERVICES AT VARIOUS INFRASTRUCTURE DEPOTS IN THE WESTERN CAPE REGION FOR A PERIOD OF 36 MONTHS**



WCR/CRES/01/06/2024

Sub-Criteria	Description	Weightings
	years in the role with CV attached with contactable references.	
	An experience of more than <b>fifteen</b> years in the role with a CV attached with contactable references.	5
<b>Financial Capability (10%)</b>	<b>Financial Capability: Cash-flow</b> Operating cash flow ratio measures a company's short-term liquidity. Formula: Operating Cash Flows Ratio = Cash Flows from Operations/Current Liabilities ( <b>Submit the Latest/most recent (not more than 5 years old) financial statement signed off by a registered professional Accountant</b> )	
	No Submission of Proper Financial Statement	0
	Submission of insufficient/incomplete financials	1
	Operating cash flow ratio $x < 0$	2
	Operating cash flow ratio $x < 0.5$	3
	Operating cash flow ratio $0.5 < x < 1$	4
	Operating cash flow ratio $x > 1$	5
<b>Level of Adequacy of the Risk Assessment and Safety Plan (20%)</b>	The bidder is to submit a safety plan that is in accordance with the OHS ACT OF 1993 but not limited to: 1. Safe working Procedures, 2. Frequency of the safety meetings, 3. PPE to be used by Cleaning Personnel 4. Risk management plan reflecting functional RAIL risk assessment matrix. 5. (first aid training): Qualified safety officer –first aid certificate	
	No submission or irrelevant information	0
	Bidder submitted only 1 requirement	1
	Bidder submitted an incomplete health and safety plan, with only two items as specified submitted	2
	Three (3) of the items as specified are submitted	3
	Four (4) of the items as specified are submitted	4
	Five (5) of the specified items and more are submitted	5
<b>TOTAL</b>		<b>100%</b>

**Note: Bidders that fail to achieve the minimum overall qualifying score of 70% on functional/**

**technical requirements will not be considered for further Price and Specific Goals (Stage 3) evaluation.**

**STAGE 3: PRICING AND SPECIFIC GOALS - (To be submitted in envelope 2)**

Bidders should provide their price proposal in envelope 2, which should include Form C (Financial Offer) and also provide proof of Specific Goals.

The following formula, shall be used by the Bid Evaluation Committee to allocate scores to the interested bidders :

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

**FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**POINTS AWARDED FOR PRICE**

**THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

**POINTS AWARDED FOR SPECIFIC GOALS**

- a) 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:

- b) In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (i) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (ii) any other invitation for tender, that either the 80/20 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 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 the 80/20 preference point system is applicable, corresponding points must also be indicated as such.***

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

The specific goals allocated points in terms of this tender	Acceptable evidence	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>51% Black Women Owned</b>	Certified copy of ID Documents of the Owners	4	
<b>51% Black Youth Owned</b>	Certified copy of ID Documents of the Owners	4	
<b>EME 51% Black Owned</b>	Audited Annual Financials/B-BBEE Certificate/Affidavit	4	
<b>51% Black Owned</b>	CIPC Documents/B-BBEE Certificate/Affidavit	6	
<b>People living with disability (PWD)</b>	Certified copy of ID Documents of the Owners and doctor's note confirming disability	2	
<b>TOTAL</b>		<b>20</b>	

## 6 APPOINTMENTS OTHER THAN THE SUCCESSFUL BIDDER

- 6.1 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.
- 6.2 PRASA will only award a bid to a bidder other than the highest scoring bidder provided that the bid is still within the bid validity period.
- 6.3 Only if the second ranked bidder is also unable/unwilling, PRASA may proceed to the third ranked bidder.

## 7 VALIDITY PERIOD

This RFP shall be valid for *[90 working days]* calculated from Bid closing date.

## 8 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

### 8.1 National Industrial Participation Programme (NIPP) requirements:

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

Bidders are therefore required to complete SBD 5 to give effect to the above.

## **9 POST TENDER NEGOTIATION (IF APPLICABLE)**

PRASA reserves the right to conduct post tender negotiations with a shortlist of Bidder(s). The shortlist could comprise of one or more Bidders. Should PRASA conduct post tender negotiations, Bidders will be requested to provide their best and final offers to PRASA based on such negotiations. A final evaluation will be conducted in terms of 80/20 or / 90/10.

## **10 FINAL CONTRACT AWARD**

PRASA will negotiate the final terms and condition the contract with the successful Bidder(s). This may include aspects such as Enterprise Development and Supplier Development, the B-BBEE Improvement Plan, price and delivery. Thereafter the final contract will be awarded to the successful Bidder(s).

## **11 FAIRNESS AND TRANSPARENCY**

PRASA views fairness and transparency during the RFP Process as an absolute on which PRASA will not compromise. PRASA will ensure that all members of evaluation committees declare any conflicting or undue interest in the process and provide confidentiality undertakings to PRASA. The evaluation process will be tightly monitored and controlled by PRASA to assure integrity and transparency throughout, with all processes and decisions taken being approved and auditable.

## SECTION 3

### PRICING AND DELIVERY SCHEDULE

**Bidders are required to complete the Pricing Schedule/ BOQ Annexure C and Tender Form C (Volume 2 /Envelop 2)**

#### 1 PRICING

- 1.1. Prices must be quoted in South African Rand, inclusive of all applicable taxes.
- 1.2. Price offer is firm and clearly indicate the basis thereof.
- 1.3. Pricing Bill of Quantity is completed in line with schedule if applicable.
- 1.4. Cost breakdown must be indicated.
- 1.5. Price escalation basis and formula must be indicated.
- 1.6. 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.
- 1.7. 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.
- 1.8. 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:
  - 1.8.1. negotiate a market-related price with the Bidder scoring the highest points or cancel the RFP;
  - 1.8.2. if that Bidder does not agree to a market-related price, negotiate a market-related price with the Bidder scoring the second highest points or cancel the RFP; and
  - 1.8.3. 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 or cancel the RFP.
  - 1.8.4. If a market-related price is not agreed with the Bidder scoring the third highest points, PRASA must cancel the RFP.

#### 2 DISCLOSURE OF PRICES QUOTED

Bidders are to note that, on award of business, PRASA is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Bidders inter alia on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)).

**3 PERFORMANCE AND BID BONDS (WHERE APPLICABLE)**

N/A

**4 OWNERSHIP OF DESIGN**

N/A

**5 SERVICE LEVELS**

- 5.1. An experienced national account representative(s) is required to work with PRASA's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 5.2. PRASA will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 5.3. PRASA reserves the right to request that any member of the Service Provider's team involved on the PRASA account be replaced if deemed not to be adding value for PRASA.
- 5.4. The Service provider guarantees that it will achieve a 100% [hundred per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
  - b) On time delivery.
- 5.5. The Service provider must provide a telephone number for customer service calls.
- 5.6. Failure of the Service provider to comply with stated service level requirements will give PRASA the right to cancel the contract in whole, without penalty to PRASA, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

**Acceptance of Service Levels:**

YES	
-----	--

## **6 TOTAL COST OF OWNERSHIP (TCO)**

- 6.1. PRASA will strive to procure goods, services and works which contribute to its mission. In order to achieve this, PRASA must be committed to working with suppliers who share its goals of continuous improvement in service, quality and reduction of Total Cost of Ownership (TCO).
- 6.2. Bidders shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with PRASA in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of transportation services and related logistics provided by PRASA's operating divisions within South Africa to the ultimate benefit of all end-users.

## **7 FINANCIAL STABILITY**

Bidders are required to submit their latest financial statements prepared and signed off by a professional accountant for the past ..... years with their Proposal in order to enable PRASA to establish financial stability.

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

**DESIGNATION:** \_\_\_\_\_

## 8 VALIDITY OF RETURNABLE DOCUMENTS

The successful Bidder will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFP. Should the Bidder be awarded the contract [the Agreement] and fail to present PRASA with such renewals as and when they become due, PRASA shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which PRASA may have for damages against the Bidder.

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

**9 CERTIFICATE OF ACQUAINTANCE WITH RFP TERMS & CONDITIONS & APPLICABLE DOCUMENTS**

By signing this certificate the Bidder is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and PRASA will recognise no claim for relief based on an allegation that the Bidder overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1. PRASA's General Bid Conditions\*

2. Standard RFP Terms and Conditions for the supply of Goods or Services or Works to PRASA

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by PRASA's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

## **10. GENERAL CONDITIONS**

### **10.1 ALTERNATIVE BIDS**

Bidders may submit alternative Bid only if a main Bid, strictly in accordance with all the requirements of the RFP is also submitted. The alternative Bid is submitted with the main Bid together with a schedule that compares the requirements of the RFP with the alternative requirements the Bidders proposes. Bidders must note that in submitting an alternative Bid they accept that PRASA may accept or reject the alternative Bid and shall be evaluated in accordance with the criteria stipulated in this RFP.

### **10.2 PRASA'S TENDER FORMS**

Bidders must sign and complete the PRASA's Bid Forms and attach all the required documents. Failure by Bidders to adhere to this requirement may lead to their disqualification.

### **10.3 PRECEDENT**

In case of any conflict with this RFP and Bidders response, this RFP and its briefing notes shall take precedence.

### **10.4 RESPONSE TO RFP-CONFIDENTIALITY**

Response to RFPs must clearly indicate whether any information conveyed to or requested from PRASA is confidential or should be treated confidentially by PRASA. In the absence of any such clear indication in writing from a response to RFP, PRASA shall deem the response to RFP to have waived any right to confidentiality and treat such information as public in nature.

Where a Bidder at any stage during the RFP Process indicates to PRASA that information or any response to RFP requested from PRASA is or should be treated confidentially, PRASA shall treat such information or response to RFP confidentially, unless PRASA believes that to ensure the transparency

and competitiveness of the RFP Process the content of the information or response to RFP should be conveyed to all Bidders, in which event it shall apply the following process:

- PRASA shall confirm with the Bidder whether the raising of confidentiality applies to the entire response to the RFP or only specific elements or sections of the response;
- Where confidentiality is maintained by the Bidder and PRASA is of the opinion that the information or response to RFP if made publicly available would affect the commercial interests of the Bidder or is commercially sensitive information, PRASA shall not release such information to other Bidders if providing such information or response to the RFP would prejudice the competitiveness and transparency of the RFP Process;
- Where PRASA is of the opinion that information provided is not commercially sensitive or would have no impact on the commercial interests of the relevant Bidder if released and fairness and transparency requires that such information be released to all Bidders, PRASA may:
  - i. inform the relevant Bidder of the necessity to release such information and/or response to RFP and request the Bidder to consent to the release thereof by PRASA; or
  - ii. obtain legal advice regarding the confidentiality of the relevant information and/or response to RFP and the legal ability of PRASA to release such information; or
  - iii. refrain from releasing the information and/or response to RFP, in which event PRASA shall not take account of the contents of such information in the evaluation of the relevant response to RFP.

The above procedures regarding confidentiality shall not apply to any information which is already public knowledge or available in the public domain or in the hands of PRASA or is required to be disclosed by any legal or regulatory requirements or order of any competent court, tribunal or forum.

#### **10.5 RESPONSE TO THE RFP – RFP DISQUALIFICATION**

Responses to RFP which do not comply with the RFP requirements, formalities, terms and conditions may be disqualified by PRASA from further participation in the RFP Process.

In particular (but without prejudice to the generality of the foregoing) PRASA may disqualify, at its sole discretion and without prejudice to any other remedy it may have, a Bidder where the Bidder, or any of its consortium members, subcontractors or advisors have committed any act of misrepresentation, bad faith or dishonest conduct in any of its dealings with or information provided to PRASA.

## **10.6 CORRUPTION, GIFTS AND PAYMENTS**

Neither the Bidders to RFPs, its equity members, the sub-contractors, consortium members nor any of their agents, lenders or advisors shall directly or indirectly offer or give to any person in the employment of PRASA or any other Government official or any of the Advisory Team any gift or consideration of any kind as an inducement or reward for appointing a particular Bidder, or for showing or omitting to show favour or disfavour to any of the Bidders, its equity members or the sub-contractors in relation to the Project.

In the event that any of the prohibited practices contemplated under the above paragraph is committed, PRASA shall be entitled to terminate any Response to RFP's status and to prohibit such Response to RFP, its equity members, its SPV members, its Sub-Contractors and their agents, lenders and advisors from participating in any further part of the procurement of the Project.

## **10.7 INSURANCE**

Unless specifically provided for in this RFP or draft contracts, Bidders will be required to submit with their Bid for services professional indemnity insurance and works insurance to an extent (if any) if insurance provided by PRASA may not be for the full cover required in terms of the relevant category listed in this RFP. The Bidder is advised to seek qualified advice regarding insurance.

## **10.8 NO CONTACT POLICY**

Bidders may only contact the bid administrator of PRASA as per the terms of the Communication Structure established by this RFP, except in the case of pre-existing commercial relationships, in which case contact may be maintained only with respect thereto and, in making such contact, no party may make reference to the Project or this RFP.

## **10.9 CONFLICT OF INTEREST**

No Bidder member, subcontractor or advisor of the response to RFP may be a member of or in any other way participate or be involved, either directly or indirectly in more than one response to RFP or response to RFP during any stage of the Project procurement process, but excluding specialist suppliers of systems and equipment, non-core service providers or financial or commercial institutions whose role is limited purely to lending money or advancing credit to the response to RFP. Bidders are to sign the declaration of interest form. In order to prevent the conflict or potential conflict of interest between Lenders and Bidders to RFP, no advisors or the Contractor/s or Consortium/s to any response to RFP, consortium member or subcontractor may fulfil the role of arranger, underwriter and/or lead bank to the response to RFP. PRASA may disqualify the response to RFP from further participation in the event of a failure to comply with this provision. PRASA views the potential conflict of interest so great as to warrant the reduction of competition for advisory services.

**10.10 BIDDER’S DECLARATION REGARDING PEP/PIP**

PRASA requires bidders to disclose if they have Politically Exposed Persons (“PEP”)<sup>1</sup> or Prominent Influential Persons (“PIP”)<sup>2</sup> 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.<sup>3</sup>

- 10.10.1 Is the bidder a PEP/PIP? **YES/NO**
- 10.10.2 Does the bidder have an existing relationship with a PEP/PIP? **YES/NO**
- 10.10.3 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.

<b>Name of PEP/PIP &amp; Nature of Exposure/Influence</b>	<b>Term of the office</b>	<b>Description of activities relating to Exposure/Influence</b>

**10.10.4 Declaration:**

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

<sup>1</sup>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).

<sup>2</sup>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).

<sup>3</sup>Clause 4.5 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties.

#### **10.11 COLLUSION AND CORRUPTION**

Any Bidder shall, without prejudice to any other remedy available to PRASA, be disqualified, where the response to RFP –

- communicates to a person other than persons nominated by PRASA a material part of its response to RFP; or
- Enters into any Contract or arrangement with any other person or entity that it shall refrain from submitting a response to RFP to this RFP or as to any material part of its Response to RFP to this RFP (refer the prohibition contained in Section 4(1)(b)(iii) of the Competition Act 89 of 1998).  
. The Bidders represents that the Bidder has not, directly or indirectly, entered into any agreement, arrangement or understanding or any such like for the purpose of, with the intention to, enter into collusive Biding or with reasonable appreciation that, collusive any agreement, arrangement or understanding or any such like may result in or have the effect of collusive Biding. The Bidder undertakes that in the process of the Bid but prior to PRASA awarding the Bid to a preferred bidder become involved in or be aware of or do or caused to be done any agreement, arrangement or understanding or any such like for the purpose of or which may result in or have the effect of a collusive Bid, the Bidder will notify PRASA of such any agreement, arrangement or understanding or any such like.; or
- offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing, or having caused to be done any act or omission in relation to the RFP Process or any proposed response to RFP (provided nothing contained in this paragraph shall prevent a response to RFP from paying any market-related commission or bonus to its employees or contractors within the agreed terms of their employment or contract).

#### **10.12 CONSORTIUM CHANGES**

If exceptional circumstances should arise in which a after the submission to the bid and after closing date of submission of bids, there is change in the composition of the Bidder, either through substitution or omission of any member of the Bidder:

- The Response to RFP must notify PRASA in writing of the proposed changes supported by complete details of the material reasons for the changes, the parties impacted by the changes and the impact on the response to RFP.

- PRASA shall evaluate the reasons advanced by the Bidder for the requested changes to the Bidder structure and where PRASA is not satisfied that the reasons advanced are reasonable or material, refuse to accept the change and disqualify the response to RFP, or notify the Bidder in writing of its non-acceptance of the changes and require the Bidder to propose a suitable alternative to PRASA within 10 (TEN) days of its receipt of the decision of PRASA, upon receipt of which PRASA shall -
  - i. Evaluate the alternative proposed for suitability to PRASA, and where the alternative is accepted by PRASA, inform the Bidder in writing of such acceptance and PRASA shall reassess the response to RFP against the RFP requirements and criteria; or
  - ii. Where the alternative is not accepted by PRASA, inform the Bidder in writing of such non-acceptance as well as its disqualification from the RFP Process.
  - iii. Where PRASA is satisfied that the changes requested under (i) above are reasonable and material, the response to RFP, shall be allowed to effect the required changes and PRASA shall reassess the response to RFP against the RFP requirements and criteria.

#### **10.13 COSTS OF RESPONSE TO THE RFP SUBMISSION**

All costs and expenses associated with or incurred by the Bidder in relation to any stage of the Project, shall be borne by the Bidder. PRASA shall not be liable for any such costs or expenses or any claim for reimbursement of such costs or expenses.

To avoid doubt, PRASA shall not be liable for any samples submitted by the Bidder in support of their Responses to RFP and reserves the right not to return to them such samples and to dispose of them at its discretion.

#### **10.14 RESPONSE TO THE RFP WARRANTY**

Bidders must provide a warranty as part of their Responses to RFP that their Responses to RFP are true and correct in all respects, that it does not contain a misrepresentation of any kind and that the taxes of all members of the Bidder company, consortium members and or subcontractors are in order and none of the members are undergoing corruption or any criminal-related investigations or have any past convictions for fraud or corruption.

## 11. CONDITIONS OF TENDER

### General

- |  |   |  |
|--|---|--|
| <b>Actions</b>                                       | 1 | PRASA's <i>Representative</i> and each <i>tenderer</i> submitting a tender shall act as stated in these Conditions of Tender and in a manner which is fair, equitable, transparent, competitive and cost-effective.  |
| <b>Interpretation</b>                                | 2 | Terms shown in <i>italics</i> vary for each tender. The details of each term for this tender are identified in the Request for Tender / Scope of work/ specification. Terms shown in capital initials are defined terms in the appropriate conditions of contract.   |
|  | 3 | Any additional or amended requirements in the Scope of work/ specification, and additional requirements given in the Schedules in the <i>tender returnables</i> are deemed to be part of these Conditions of Tender.   |
|  | 4 | The Conditions of Tender and the Scope of work/ specification shall form part of any contract arising from this invitation to tender.  |
| <b>Communication</b>                                 | 5 | Each communication between PRASA and a <i>tenderer</i> shall be to or from PRASA's <i>Representative</i> only, and in a form that can be read, copied and recorded. Communication shall be in the English language. PRASA takes no responsibility for non-receipt of communications from or by a <i>tenderer</i> .   |
| <b>PRASA's rights to accept or reject any tender</b> | 6 | PRASA may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. PRASA or PRASA's <i>Representative</i> will not accept or incur any liability to a <i>tenderer</i> for such cancellation and rejection, but will give reasons for the action. PRASA reserves the right to accept the whole or any part of any tender. |
|  | 7 | After the cancellation of the tender process or the rejection of all tenders PRASA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.  |

## Tenderer's obligations

The *tenderer* shall comply with the following obligations when submitting a tender and shall:

- |   |   |   |
|---|---|---|
| <b>Eligibility</b>  | 1 | Submit a tender only if the <i>tenderer</i> complies with the criteria stated in the Scope of work/ specification.  |
| <b>Cost of tendering</b>                                  | 2 | Accept that PRASA will not compensate the <i>tenderer</i> for any costs incurred in the preparation and submission of a tender.   |
| <b>Check documents</b>                                    | 3 | Check the <i>tender documents</i> on receipt, including pages within them, and notify PRASA's <i>Representative</i> of any discrepancy or omissions in writing.   |
| <b>Copyright of documents</b>                             | 4 | Use and copy the documents provided by PRASA only for the purpose of preparing and submitting a tender in response to this invitation.  |
| <b>Standardised specifications and other publications</b> | 5 | Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the <i>tender documents</i> by reference.   |
| <b>Acknowledge receipt</b>                                | 6 | Preferably complete the Receipt of invitation to submit a tender form attached to the Letter of Invitation and return it within five days of receipt of the invitation.   |
|   | 7 | Acknowledge receipt of Addenda / Tender Briefing Notes to the <i>tender documents</i> , which PRASA's <i>Representative</i> may issue, and if necessary apply for an extension to the <i>deadline for tender submission</i> , in order to take the Addenda into account.  |
| <b>Site visit and / or clarification meeting</b>          | 8 | Attend a site visit and/or clarification meeting at which <i>tenderers</i> may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions, if provided for in the Scope of work/ specification. Details of the meeting are stated in the RFP document, <i>i-tender</i> website and CIDB website. |
| <b>Seek clarification</b>                                 | 9 | Request clarification of the <i>tender documents</i> , if necessary, by notifying PRASA's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> .   |

- |                                 |    |   |
|---------------------------------|----|---|
| <b>Insurance</b>                | 10 | Be informed of the risk that needs to be covered by insurance policy. The <i>tenderer</i> is advised to seek qualified advice regarding insurance.  |
| <b>Pricing the tender</b>       | 11 | Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful <i>tenderer</i> . Such duties, taxes and levies are those applicable 14 days prior to the <i>deadline for tender submission</i> .  |
|                                 | 12 | Show Value Added Tax (VAT) payable by PRASA separately as an addition to the tendered total of the prices.  |
|                                 | 13 | Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the <i>conditions of contract</i> .  |
|                                 | 14 | State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Scope of work/ specification. The selected <i>conditions of contract</i> may provide for part payment in other currencies.   |
| <b>Alterations to documents</b> | 15 | Not make any alterations or an addition to the tender documents, except to comply with instructions issued by PRASA's <i>Representative</i> or if necessary to correct errors made by the <i>tenderer</i> . All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like. |
| <b>Alternative tenders</b>      | 16 | Submit alternative tenders only if a main tender, strictly in accordance with all the requirements of the <i>tender documents</i> is also submitted. The alternative tender is submitted with the main tender together with a schedule that compares the requirements of the <i>tender documents</i> with the alternative requirements the <i>tenderer</i> proposes.    |
|                                 | 17 | Accept that an alternative tender may be based only on the criteria stated in the Scope of work/ specification and as acceptable to PRASA.  |
| <b>Submitting a tender</b>      | 18 | Submit a tender for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Scope of work/ specification.  |

NOTE:

- 19 Return the completed and signed **PRASA Tender Forms and SBD forms provided with the tender. Failure to submit all the required documentation will lead to disqualification**
- 20 Submit the **tender as an original** plus 1 copy and an electronic version which should be contained in Memory Cards clearly marked in the Bidders name as stated in the RFP and provide an English translation for documentation submitted in a language other than English. Tenders may not be written in pencil but must be completed in ink.
- 21 Sign and initial the original and all copies of the tender where indicated. PRASA will hold the signatory duly authorised and liable on behalf of the *tenderer*.
- 22 Seal the original and each copy of the tender as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside PRASA's address and invitation to tender number stated in the Scope of work/ specification, **as well as the tenderer's name and contact address**. Where the tender is based on a two envelop system tenderers should further indicate in the package whether the document is **envelope / box 1 or 2**.
- 23 Seal original and copies together in an outer package that states on the outside only PRASA's address and invitation to tender number as stated in the Scope of work/ specification. The outer package should be marked "CONFIDENTIAL"
- 24 Accept that PRASA will not assume any responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

Note:

PRASA prefers not to receive tenders by post, and takes no responsibility for delays in the postal system or in transit within or between PRASA offices.

PRASA prefers not to receive tenders by fax, PRASA takes no responsibility for difficulties in transmission caused by line or equipment faults.

Where tenders are sent via courier, PRASA takes no responsibility for tenders delivered to any other site than the tender office.

PRASA employees are not permitted to deposit a tender into the PRASA tender box on behalf of a tenderer, except those lodged by post or courier.

- |   |   |
|---|---|
| <b>Closing time</b>                             | <p>25 Ensure that PRASA has received the tender at the stated address with the Scope of work / specification no later than the <i>deadline for tender submission</i>. Proof of posting will not be taken by PRASA as proof of delivery. PRASA will not accept a tender submitted telephonically, by Fax, E-mail or by telegraph unless stated otherwise in the Scope of work/ specification.</p> <p>26 Accept that, if PRASA extends the <i>deadline for tender submission</i> for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.</p>   |
| <b>Tender validity</b>                          | <p>27 Hold the tender(s) valid for acceptance by PRASA at any time within the <i>validity period</i> after the <i>deadline for tender submission</i>.</p> <p>28 Extend the <i>validity period</i> for a specified additional period if PRASA requests the <i>tenderer</i> to extend it. A <i>tenderer</i> agreeing to the request will not be required or permitted to modify a tender, except to the extent PRASA may allow for the effects of inflation over the additional period.</p>   |
| <b>Clarification of tender after submission</b> | <p>29 Provide clarification of a tender in response to a request to do so from PRASA's <i>Representative</i> during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by PRASA's <i>Representative</i> to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the <i>tenderer</i> as corrected by PRASA's <i>Representative</i> with the concurrence of the <i>tenderer</i>, shall be binding upon the <i>tenderer</i></p> |
| <b>Submit bonds, policies etc.</b>              | <p>30 If instructed by PRASA's <i>Representative</i> (before the formation of a contract), submit for PRASA's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>tenderer</i> in terms of the <i>conditions of contract</i>.</p>  |

- 31 Undertake to check the final draft of the contract provided by PRASA's *Representative*, and sign the Form of Agreement all within the time required.
- 32 Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent should be submitted with the tender.
- 33 Comply with PRASA's requirements regarding BBEE Suppliers.

Fulfil BEE requirements

## 12. PRASA'S UNDERTAKINGS

PRASA, and PRASA's *Representative*, shall:

- |                          |   |  |
|--------------------------|---|--|
| Respond to clarification | 1 | Respond to a request for clarification received earlier than the <i>closing time for clarification of queries</i> . The response is notified to all <i>tenderers</i> .   |
| Issue Addenda            | 2 | If necessary, issue to each <i>tenderer</i> from time to time during the period from the date of the Letter of Invitation until the <i>closing time for clarification of queries</i> , Addenda that may amend, amplify, or add to the <i>tender documents</i> . If a <i>tenderer</i> applies for an extension to the <i>deadline for tender submission</i> , in order to take Addenda into account in preparing a tender, PRASA may grant such an extension and PRASA's <i>Representative</i> shall notify the extension to all <i>tenderers</i> . |
| Return late tenders      | 3 | Return tenders received after the <i>deadline for tender submission</i> unopened to the <i>tenderer</i> submitting a late tender. Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission.  |
| Non-disclosure           | 4 | Not disclose to <i>tenderers</i> , or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract.  |
| Grounds for rejection    | 5 | Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award.  |
| Disqualification         | 6 | Instantly disqualify a <i>tenderer</i> (and his tender) if it is established that the <i>tenderer</i> offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender.   |

<b>Test for responsiveness</b>	<p>7 Determine before detailed evaluation, whether each tender properly received</p> <ul style="list-style-type: none"> <li>• meets the requirements of these Conditions of Tender,</li> <li>• has been properly signed, and</li> <li>• is responsive to the requirements of the <i>tender documents</i>.</li> </ul> <p>8 Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the <i>tender documents</i> without material deviation or qualification. A material deviation or qualification is one which, in PRASA 's opinion would</p> <ul style="list-style-type: none"> <li>• detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data,</li> <li>• change PRASA's or the <i>tenderer's</i> risks and responsibilities under the contract, or</li> <li>• affect the competitive position of other <i>tenderers</i> presenting responsive tenders, if it were to be rectified.</li> </ul>
<b>Non-responsive tenders</b>	<p>10 Reject a non-responsive tender, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>
<b>Arithmetical errors</b>	<p>11 Check responsive tenders for arithmetical errors, correcting them as follows:</p> <ul style="list-style-type: none"> <li>• Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> <li>• If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected.</li> <li>• Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the <i>tenderer's</i> addition of prices, the total of the Prices, if any, will be corrected.</li> </ul> <p>12 Reject a tender if the <i>tenderer</i> does not accept the corrected total of the Prices (if any).</p>
<b>Evaluating the tender</b>	<p>13 Evaluate responsive tenders in accordance with the procedure stated in the RFP / Scope of work/ specification. The evaluated tender price</p>

will be disclosed only to the relevant PRASA tender committee and will not be disclosed to *tenderers* or any other person.

<b>Clarification of a tender</b>	14	Obtain from a <i>tenderer</i> clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.
<b>Acceptance of tender</b>	15	Notify PRASA's acceptance to the successful <i>tenderer</i> before the expiry of the <i>validity period</i> , or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between PRASA and the successful <i>tenderer</i> .
<b>Notice to unsuccessful tenderers</b>	16	After the successful <i>tenderer</i> has acknowledged PRASA's notice of acceptance, notify other <i>tenderers</i> that their tenders have not been accepted, following PRASA's current procedures.
<b>Prepare contract documents</b>	17	Revise the contract documents issued by PRASA as part of the <i>tender documents</i> to take account of: <ul style="list-style-type: none"> <li>• Addenda issued during the tender period;</li> <li>• inclusion of some of the <i>tender returnables</i>; and</li> <li>• other revisions agreed between PRASA and the successful <i>tenderer</i>, before the issue of PRASA's notice of acceptance (of the tender).</li> </ul>
<b>Issue final contract</b>	18	Issue the final contract documents to the successful <i>tenderer</i> for acceptance within one week of the date of PRASA's notice of acceptance.
<b>Sign Form of Agreement</b>	19	<b>Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of PRASA's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party shall comply with the request.</b>
<b>Provide copies of the contracts</b>	20	Provide to the successful <i>tenderer</i> the number of copies stated in the Scope of work/ specification of the signed copy of the contracts within three weeks of the date of PRASA's acceptance of the tender.