



**prasa**  
PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

## REQUEST FOR QUOTATION (RFQ)

### RFQ NUMBER

KZN/CRES/11/2022/001/Q

**REQUEST FOR THE APPOINTMENT OF A CONTRACTOR FOR HYGIENE SERVICES, WHICH SHALL INCLUDE THE SUPPLY, INSTALLATION. SERVICING, TRANSPORTATION AND SAFE DIPOSING OF SANITARY WASTE (SHE) BINS FOR ALL PRASA STATIONS, DEPOTS, IN KWAZULU NATAL REGION (KZN) FOR A PERIOD OF 36 MONTHS**

## SECTION 1: SBD1

### PART A INVITATION TO BID

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

BID NUMBER:	KZN/CRES/11/2022/001/Q	CLOSING DATE:	26 January 2023	CLOSING TIME:	12:00PM
DESCRIPTION	<b>REQUEST FOR THE APPOINTMENT OF A CONTRACTOR FOR HYGIENE SERVICES, WHICH SHALL INCLUDE THE SUPPLY, INSTALLATION. SERVICING, TRANSPORTATION AND SAFE DIPOSING OF SANITARY WASTE (SHE) BINS FOR ALL PRASA STATIONS, DEPOTS, IN KWAZULU NATAL REGION (KZN) FOR A PERIOD OF 36 MONTHS</b>				

#### BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):  
**65 MASABALALA YENGWA AVENUE**  
**PRASA REGIONAL OFFICE FOYER AREA**  
**HELPDESK**  
**PRASA SCM**  
**KWAZULU NATAL**

#### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	<b>Qiniso Makaluza</b>
TELEPHONE NUMBER	<b>031 813 0376</b>
E-MAIL ADDRESS	<b>Qiniso.Makaluza@prasa.com</b>

#### SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA.....
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

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

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

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

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

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

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

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

**PART B: TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER**
- 1.3. **PRESCRIBED IN THE BID DOCUMENT.**
- 1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

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

DATE: .....

**NB:**

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

## SECTION 2

### NOTICE TO BIDDERS

#### 1. RESPONSES TO RFQ

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

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

#### 2. PREQUALIFICATION / ELIGIBILITY CRITERIA

2.1 Only those Respondents who satisfy the following pre-qualification or eligibility criteria are eligible to submit quotations as per section 3.

#### 3. COMMUNICATION

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

#### 4. LEGAL COMPLIANCE

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

#### 5. CHANGES TO QUOTATIONS

Changes by the Respondent to its submission will not be considered after the closing date and time except on condition of correcting arithmetic errors on BOQ

#### 6. PRICING

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

#### 7. BINDING OFFER

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

## 8 DISCLAIMERS

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

- Modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- Disqualify Quotations submitted after the stated submission deadline;
- Not necessarily accept the lowest priced Quotation or an alternative bid;
- Bids lodged at the incorrect venue that reach the correct venue late will be regarded as late.
- Reject all Quotations, if it so decides;
- Place an order in connection with this Quotation at any time after the RFQ's closing date;
- Make no award at all.
- Award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at PRASA's discretion be more advantageous in terms of, amongst others, cost or developmental consideration; or

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, PRASA reserves the right to cancel the contract. PRASA reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another Respondent.

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

**NB: PRASA shall use their discretion in appointing the number of service Provider/s based on offers received.**

## 9 LEGAL REVIEW

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

## 10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. PRASA is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to

register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

## 11 PROTECTION OF PERSONAL DATA

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

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

## 12 EVALUATION METHODOLOGY

PRASA will utilise the following evaluation process in selecting the preferred Supplier/Service Provider.

<b>EVALUATION PROCESS</b> <i>(Delete which is not applicable)</i>	
<b>Stage 1</b>	
Mandatory / Prequalification Criteria	
<b>Stage 2</b>	
Non-Mandatory compliance	
<b>Stage 3 - Price and B-BBEE</b>	
Price	80
BBBEE	20
<b>TOTAL</b>	100

## 13 ADMINISTRATIVE RESPONSIVENESS

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

## 14 VALIDITY PERIOD

- 14.1 PRASA requires a validity period of **60 Working Days** from the closing date.
- 14.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the adjudication body has approved the process and award of the business to the

successful respondent(s), the validity of the successful respondent(s)' response will be deemed to remain valid until a final contract has been concluded.

## 15 DISCLOSURE OF PRICES QUOTED

Respondents are to note that, on award of business, PRASA is required to publish the prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), on CIDB website for construction related RFQ's. (If applicable)

## 16 RETURNABLE DOCUMENTS

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

### 16.1 PREQUALIFICATION AND MANDATORY RETURNABLE DOCUMENTS

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

### 16.2 NON -MANDATORY RETURNABLE DOCUMENTS

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

### 16.3 RETURNABLE DOCUMENTS USED FOR SCORING PURPOSES

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



## SECTION 3

### 1 EVALUATION CRITERIA:

**NB:** Compliance Requirements for all Services/Goods and works

#### STAGE 1: MANDATORY/PRE-QUALIFICATION CRITERIA

No.	Description of requirement
a.	Completion of ALL RFQ documentation (includes ALL declarations, SBD documents/forms and Commissioner of Oath signatures required)
b.	Joint Venture / Consortium agreement / Trust Deed/ Confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by PRASA through this RFQ process (if applicable))
c.	Service Provider to submit a valid certified <b>Disposal Certification</b> : or an appointment letter from a Registered Disposing company in terms of the HCRW (Health Care Risk Waste Legislation)

#### Stage 2 - Price and B-BBEE

Evaluation criteria	Weighting
BBBEE	20
Price	80
<b>TOTAL</b>	<b>100</b>

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

Where:

$P_s$  = Score for the Bid under consideration

$P_t$  = Price of Bid under consideration

$P_{min}$  = Price of lowest acceptable Bid

#### Evaluation of Preference

Evaluation and final weighted scoring

**Check and balance will be done as PRASA is not obliged to accept price that are not market related**

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

### STAGE 3 - NON-MANDATORY/ESSENTIAL RETURNABLE DOCUMENTS COMPLIANCE

The following documents are non-mandatory and where not submitted, PRASA may request these documents and must be made available at the time of request.

No.	Description of requirement	
a)	Proof of Company Registration, Certificate of Incorporation or CK1.	
b)	Copies of Directors' ID documents;	
c)	Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin – (these can be requested after)	
d)	CSD report / CSD reference number	
e)	Proof of UIF registration	
f)	Proof of Bank Account (i.e., cancelled cheque or letter issued by the bank)	
g)	Bidders shall submit a valid proof of Letter of Good Standing with the Compensation Commissioner for Occupational Injuries & Diseases Act (COIDA)	

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

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

## SECTION 5

### PRASA GENERAL CONDITIONS OF PURCHASE

#### General

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

#### Conditions

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

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

#### Local Content Obligations

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

#### Price and payment

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

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

## **Documents and Penalties**

The Supplier's obligation is to deliver the service as per the schedule. The supplier shall ensure, for each service, a service sheet is completed for each location (Location as per attached schedule), The service sheet will form part of the monthly payment pack together with the below information.

The Contractor shall address the tax invoice to PRASA and include on each invoice the following information:

- Name and address of the Contractor
- The contract number (purchase order number) and title
- Contractor's VAT registration number
- The Employer's VAT registration number
- Description of service provided for each item invoiced based on the Price List
- Total amount invoiced including VAT
- Statement
- All service records to be attached/submitted with invoice

No payment is made if the Supplier does not provide the item as stated above.

## **Title and risk**

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

## **Rejection**

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

In the case of inferior service/workmanship, the service provider will return to the specified site and complete all works, all additional work will be for the risk and expense of the Supplier.

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

## **Warranty**

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

**Indemnity**

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

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

**Assignment and sub-contracting**

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

**Termination**

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

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

**Governing law**

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

## SECTION 6

### BIDDER'S DISCLOSURE

**SBD4**

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure.

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder



## SECTION 7

### B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

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

1.4 Preference points for this bid shall be awarded for:

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

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

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

1.5.1 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals.
- 2.5 “**Black designated group**” has meaning assigned to it in codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.6 “**Black People**” meaning assigned to in Section 1 of Broad-Based Black Economic Empowerment Act.
- 2.7 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8 “**CIPC**” means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- 2.9 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.10 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.11 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.12 “**co-operative**” means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)
- 2.13 “**Designated Group**” means - i) Black designated groups; ii) Black People; iii) Women; iv) people with

disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)

2.14 **“Designated Sector”** means, sub-sector or industry or product designated in terms of regulation 8(1)(a)

2.15 **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.16 **“firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.17 **“functionality”** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;

2.18 **“Military Veteran”** has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011);

2.19 **“National Treasury”** has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);

2.20 **“non-firm prices”** means all prices other than “firm” prices;

2.21 **“person”** includes a juristic person;

2.22 **“People with disabilities”** meaning assigned to it in terms of Section 1 of Employment Equity Act, 1998 (Act No. 55 of 1998)

2.23 **“Price”** includes all applicable taxes less all unconditional discounts.

2.24 **“Proof of B-BBEE Status Level of Contributor”** i) the B-BBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

2.25 **“Rural Area”** i) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.

2.26 **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- 2.27 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.28 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.29 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.30 “**Township**” means an urban living area that any time from the late 19<sup>th</sup> century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994
- 2.31 “**Treasury**” meaning assigned to it in Section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
- 2.32 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.33 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.34 “**Youth**” meaning assigned to it in terms of Section 1 of National youth Development Agency Act, 2008 (Act No. 54 of 2008).

### 3. ADJUDICATION USING A POINT SYSTEM

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

#### 4. POINTS AWARDED FOR PRICE

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

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

##### 80/20

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

#### POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

4.2 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

4.3 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances PRASA would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at [www.dti.gov.za/economic\\_empowerment/bee\\_codes.jsp](http://www.dti.gov.za/economic_empowerment/bee_codes.jsp).

- 4.4 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.
- 4.5 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## **5. BID DECLARATION**

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

### **5.1.1 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

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

## 6. SUB-CONTRACTING

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

(Tick applicable box)

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

6.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

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

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

7. **DECLARATION WITH REGARD TO COMPANY/FIRM**

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 **TYPE OF COMPANY/ FIRM**

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

7.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

7.6 **COMPANY CLASSIFICATION**

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

i) The information furnished is true and correct;



- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have.
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bidder to another person without disclosing it, PRASA reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

**WITNESSES**

- 1. ....
- 2. ....

.....  
**SIGNATURE(S) OF BIDDERS(S)****DATE:** .....**ADDRESS** ..........  
.....  
.....

## SECTION 8

### DECLARATION OF COMPANY'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Company Document must form part of all RFQs invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The RFQ of any Company may be disregarded if that Company, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the RFQ.**

Item	Question	Yes	No
4.1	<p>Is the Company or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the Company or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the Company or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Company and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

## CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of Company

**CERTIFICATE OF INDEPENDENT RFQ DETERMINATION**

1. This Standard Company Document (SBD) must form part of all RFQs<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Company (or RFQ rigging).<sup>2</sup> Collusive Company is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the RFQ of any Company if that Company, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the Company process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when RFQs are considered, reasonable steps are taken to prevent any form of RFQ-rigging.
5. In order to give effect to the above, the attached Certificate of RFQ Determination (SBD 9) must be completed and submitted with the RFQ:

<sup>1</sup> Includes price quotations, advertised competitive RFQs, limited RFQs and proposals.

<sup>2</sup> RFQ rigging (or collusive Company) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a Company process. RFQ rigging is, therefore, an agreement between competitors not to compete.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

I, the undersigned, in submitting the accompanying RFQ: \_\_\_\_\_ (Quotation Number and Description) in response to the invitation for the RFQ made by: \_\_\_\_\_ (Name of Institution) do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ (Name of Company) that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying RFQ will be disqualified if this Certificate is found not to be true and complete in every respect; I am authorized by the Company to sign this Certificate, and to submit the accompanying RFQ, on behalf of the Company;
3. Each person whose signature appears on the accompanying RFQ has been authorized by the Company to determine the terms of, and to sign the RFQ, on behalf of the Company;
4. For the purposes of this Certificate and the accompanying RFQ, I understand that the word “competitor” shall include any individual or organization, other than the Company, whether or not affiliated with the Company, who:
  - a. has been requested to submit a RFQ in response to this RFQ invitation;
  - b. could potentially submit a RFQ in response to this RFQ invitation, based on their qualifications, abilities or experience; and
  - c. provides the same goods and services as the Company and/or is in the same line of business as the Company
5. The Company has arrived at the accompanying RFQ independently from, and without consultation, communication, agreement or arrangement with any competitor.
6. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive Company.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. prices;
  - b. geographical area where product or service will be rendered (market allocation)
  - c. methods, factors or formulas used to calculate prices;
  - d. the intention or decision to submit or not to submit, a RFQ;
  - e. the submission of a RFQ which does not meet the specifications and conditions of the RFQ; or
  - f. Company with the intention not to win the RFQ.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this RFQ invitation relates.
9. The terms of the accompanying RFQ have not been, and will not be, disclosed by the Company, directly or indirectly, to any competitor, prior to the date and time of the official RFQ opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to RFQs and contracts, RFQs that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Company

**SECTION 10****COMMISSIONER OF OATH**

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

**COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON****STAMP :**

NAME &amp; SURNAME:.....

SIGN:.....

DESIGNATION/RANK :.....

PERSAL/EMPLOYEE NO:.....

PLACE/DATE:.....

## SECTION 11

### **RENDERING OF HIGH QUALITY HYGEINE SERVICES FOR SANIATARY (SHE)BINS FOR ALL PRASA'S OFFICES AT STATIONS, HEAD OFFICES AND DEPOTS WHICH SHALL INCLUDE THE SUPPLY, INSTALLATION. SERVICING, TRANSPORTATION AND SAFE DIPOSING OF SANITARY WASTE (SHE) BINS IN KWAZULU NATAL REGION (KZN)**

The objective of the specification is to appoint a suitable Service Provider that shall render high quality hygiene services for sanitary (SHE) bins. The Service Provider to ensure the: supply, installation, transportation, disposing and services of sanitary bins at rail stations, offices and depots in Kwa-Zulu Natal region (KZN) as per attached annexure. The purpose of this specification is to ensure that all sanitary bins are placed, handled, removed, and disposed in accordance with applicable relevant legislation.

PRASA wishes through this contract to secure timely, consistent, and cost-effective high-quality hygiene services from the Service Provider.

#### **1. PROJECT SCOPE**

It is the intent of Passenger Rail Agency of South Africa (PRASA) that these specifications cover the supply, installation, transportation, disposing and service of sanitary bins.

With a view of obtaining the best results and the most acceptable product for service in PRASA these specifications cover only the general requirements. Minor details of materials where not otherwise specified are left to the discretion of the bidder, who shall be solely recognised as being the exclusive responsibility of the Supplier.

The service provider shall have a reputation for quality products in the field of supply, installation and service of sanitary bins not exceeding a period of 36 months.

The service providers will be using his/her own transport for the collection of sanitary waste and disposing. All cost must be included in the price. PRASA will in no way be responsible, directly, or indirectly, for any of the bins provided by service provider.

The successful service provider shall ensure that all chemicals and materials used in service for sanitary bins must be manufactured according to ISO 9002 / ISO 14001 standards. Disposal must be to an environmentally acceptable medical refuse disposable site. Landfill permits/ disposal documentation must be attached or will result in the service provider being not paid.

All contract materials shall be of the highest quality. They shall be protected from damage; any damaged, flawed, or defaced materials shall be rejected and replaced at the cost to the service provider. NO EXCEPTIONS.

The service provider shall warrant that the materials shall be of the highest grade, in accordance with the best practices and ready and complete for full operation.



## 2. MAINTENANCE RECORDS AND REPORT

- 3.1 The SERVICE PROVIDER is to ensure that proper records of services provided inspection lists, registers are maintained.
- 3.2 Waste manifests
- 3.3 Certificate of compliance for incinerator used for treatment/distraction of sanitary waste.
- 3.4 Acceptance letter from the waste treatment company for the treatment sanitary waste
- 3.5 Proof of distraction in the form of distraction certificate
- 3.6 **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.

## 3. SERVICE PROVIDER'S OBLIGATIONS

- 4.1 The **SERVICE PROVIDER** hereby agrees and warrants that she/he shall carry out in an efficient, expert and responsible way his/her duties and obligations of rendering services to PRASA in terms of the agreement
- 4.2 For rendering the service in terms of this agreement, the Service Provider shall provide and use equipment/materials which is in good working condition, which will not damage the area.
- 4.3 The Project Manager who has the power to audit and request documentation of any equipment used by the Service Provider.
- 4.4 The Service Provider is bound to investigate and attend to any complaints received from PRASA in respect of service rendered and shall respond to such complaints within 24hrs after receiving such complaint.
- 4.5 The service reports/manifest documents (Refer to section are to accompany all invoices at the end the month for verification purposes. If the above is not completed or not made available, payment will not be effective.
- 4.6 The Service Provider shall provide competent experienced supervisor to oversee hygiene service teams assigned to carry out the tasks. The supervisor should also be knowledgeable, responsible and proactive.
- 4.7 The supervisor shall ensure that the technical teams are performing up to expectations. He/She shall ensure that all works are performed as scheduled and quality checks of staff work should be constantly performed. Good reporting and documentation skills are also pre-requisites.
- 4.8 PRASA reserves the right to direct the Service Provider to extend working hours on an Adhoc basis if there are any problems, which require more thorough investigation and rectification.
- 4.9 Staff on PRASA premises/site must be dressed in company uniform/overalls with the Company name and logo for ease of identification. Clean uniforms/overalls should be worn at all times without fail. Staff should also abide by PRASA policy of proper safety protective equipment; prerequisites are but not limited to (Safety Shoes/Safety vest/overalls) and clothing while entering operational areas which should be always provided for staff by the Service Provider

- 4.10 All staff should also comply with all statutory legislations  
The Occupational Health & Safety Act, 85 of 1993  
The National Environmental Management: Waste Act, 59 of 2008.  
The National Regulations on Health Care Risk Waste (NEMWA, act 59 of 2008)  
as well as PRASA Safety Standards.
- 4.11 It is equally important to mention that the hygiene services will be expected to be in line with SABS ISO 14001 & 18001 Standards accreditation.

## **5 COMMUNICATION**

- 5.1 All calls made by PRASA project leader shall promptly be responded by the Service Provider within 24 hours
- 5.2 For feedback on operational issues and for evaluation of performance, the Service Provider on his/her duly authorized rep and PRASA rep shall on a specified period convene.

## **6 PRASA Shall:**

- 6.1 Conduct business in a courteous and professional manner with Service Provider.
- 6.2 Not accept responsibility of accounts/expenses incurred by the Service Provider that was not agreed upon by the contracting parties.
- 6.3 Not accept responsibility/liability of any damages suffered by the Service Provider or personnel for the duration of the project.

## **7 REQUIREMENTS**

- 7.1 Valid Letter for tender purposes or letter of good standing for Compensation for Occupational Injuries Disease Act. 1993 [COIDA] obtainable from the Department of Labour).
- 7.2 The Service Provider must submit the existing cover for Public Liability insurance policy from a reputable insurance company or submit documentary proof/ letter of intent/Quotation from registered insurers. The cover should be of the minimum value of R 500 000 for the duration of the contract.
- 7.3 Covid-19 and Sanitary Waste: The bidder must submit valid certification (Proof of registration or license issued to the bidder by the National Department of Environment, Forestry and Fisheries) for disposal of sanitary bin content/ waste. If the bidder is not accredited to provide this service (sanitary waste disposal) the bidder must submit valid letter of intent/quotation from an entity registered with the National Department of Environment, Forestry and Fisheries.
- 7.4 The risk of non-compliance**  
If sanitary waste is found to be disposed of unlawfully: the service provider will be held accountable for all fines or other cost which is related to unlawful disposing.  
Service provider shall include submit a methodology/procedure used for the deposing of sanitary waste, and to provide proof of certification.

- 7.5 Reference: below is for the bidder's attention – extracted from HCRW

## Part 4 –

REFERENCE: Hazardous and health care risk waste**17. Generation of hazardous or health care risk waste**

- (1) *Any person who will carry on an activity which will generate hazardous or health care risk waste (other than the generator of minimum quantities of such waste within a household pursuant to the normal operation of a household) must before carrying on that activity: (a) prepare an integrated waste management plan setting out what provision is made for managing, storing, treating, collecting, transporting and disposing of hazardous or health care risk waste generated from such activities; (b) provide proof that all waste management service will be provided by an accredited service provider; and (c) provide a copy of a valid public health permit if the activity that will generate hazardous or health care risk waste is listed in Schedule 1 to the Council's Public Health By-Laws.*
- (2) *The integrated waste management plan referred to in this section should be submitted to the Council or authorised official for approval before the activities which will generate waste identified in subsection (1) are carried out and the plan must include:*
  - (a) *the information set out in section 7(a) - (i);*
  - (b) *an analysis of the composition of the waste concerned; and (c) certification of the analysis of the composition of the waste by an appropriately qualified chemist if required by the Council.*
- (3) *If waste identified in subsection (1) is being generated as a result of activities which commenced prior to the commencement of these By-laws, the generator must prepare an integrated waste management plan and submit it to the Council or authorised official for approval within 180 days of the commencement of these By-laws.*
- (4) *The integrated waste management plan must be renewed and updated regularly as determined by the Council.*
- (5) *It is an offence to carry on an activity which generates hazardous or health care risk waste without an approved integrated waste management plan.*

**18. Storage of hazardous or health care risk waste**

- (1) *Any person carrying on an activity which generates hazardous or health care risk waste, must ensure that such waste generated on the premises is kept and stored thereon until it is collected by an accredited service provider from the premises.*
- (2) *Hazardous or health care risk waste stored on any premises must be stored in such a manner that it does not become a nuisance or cause harm to human health or damage to the environment, and in accordance with the requirements of any applicable legislation relating to buildings.*
- (3) *Any person who stores hazardous or health care risk waste must at least take steps to ensure that-*
  - (a) *the containers in which this waste is stored, are intact and not corroded or in any other way rendered unfit for the safe storage of this waste.*
  - (b) *adequate measures are taken to prevent accidental spillage or leaking.*
  - (c) *the waste cannot be blown off or washed away;*
  - (d) *nuisances such as odour, visual impacts and breeding of vectors do not arise.*

- (e) *pollution of the environment and harm to health are prevented; and(f)the waste is collected by an accredited service provider within a reasonable time after the generation thereof but at least within 30 days.*

#### **19. Collection and disposal of hazardous or health care risk waste**

- (1) *Only an accredited service provider may transport hazardous and health care risk waste and must do so in accordance with the conditions of an accreditation permit issued to him or her under Chapter 7 as well as the requirements of any relevant SANS codes, in respect of the type of vehicle, the markings and manner of construction of such vehicle, procedures for safety and cleanliness, and documentation relating to the source ,transportation and disposal of such waste, and subject to the requirements of any other legislation.*
- (2) *A person accredited to collect and dispose of hazardous or health care risk waste, must inform the Council at intervals stipulated in the accreditation permit issued under Chapter 7, of each removal of hazardous or health care risk waste, the date of such removal, the quantity of the waste removed, the composition of the waste removed and the waste disposal facility at which the waste has been disposed of.*
- (3) *Any person carrying on an activity which generates hazardous, or health care risk waste must ensure that such waste is disposed of or treated at an appropriately licensed waste disposal facility or waste treatment facility.*

### **8 COMPLIANCE WITH STATUTE: THE SERVICE PROVIDER SHALL ENSURE COMPLIANCE IN ALL STATUTORY AND REGULATIONS APPLICABLE TO THE INDUSTRY WHERE THE SERVICE IS RENDERED**

The Service Provider shall ensure compliance in all statutory and regulations applicable to the industry where the service is rendered.

- a. The Basic Conditions of Employment Act 1997 (Act no 75 of 1993)
- b. The Labour Relations Act, 1995 (Act no 66 of 1995)
- c. The Occupational and Safety Act, 1993 (Act no 85 of 1993)
- d. The National Environmental Management Act (Act no 107 of 1998)
- e. National Environmental Waste Management Act (Act 26 of 2014) (NEMWA)
- f. HCRW – Healthcare Risk Waste Regulation
- g. National Railway Safety Regulator Act (16/2002)

### **9 GENERAL NOTES**

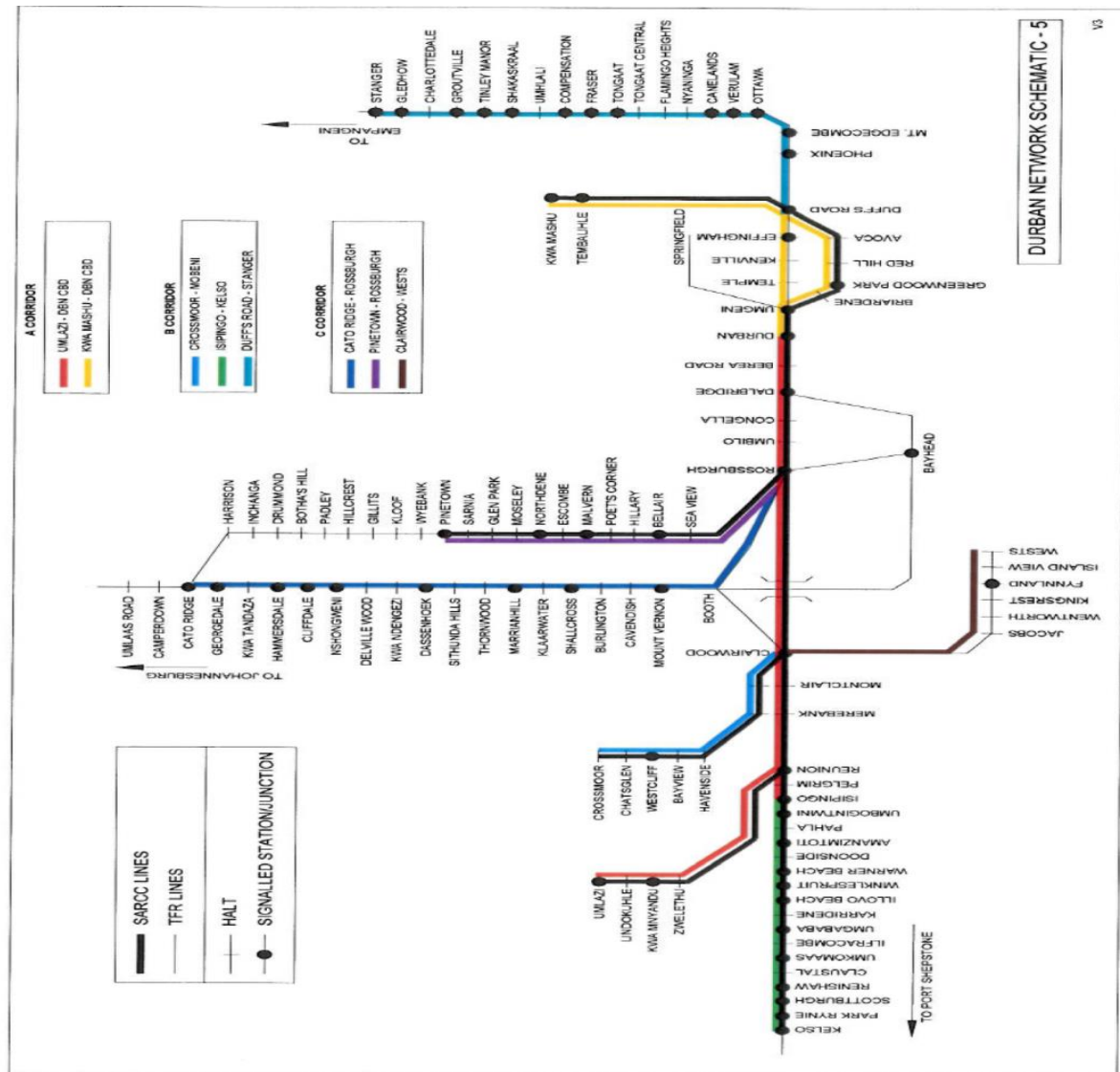
- 9.1 Invoices and statements, together with disposal certificates may only to be submitted for payment after the works are completed and accepted by the project leader
- 9.2 All invoices and statements to reflect Purchase Order Numbers (PO).
- 9.3 Contractor to ensure all signed service reports, together with a contents page of the various stations and depots must be compiled and presented in a file on monthly basis (payment pack)
- 9.4 No additional works can be performed or invoiced for payment, without being authorized in writing prior to commencement.
- 9.5 The contractor will ensure that competent personnel carry out the works, works are completed using the highest quality materials and undertakes to correct any findings related to poor workmanship.

- 9.6 Contractors are required to contact and communicate with the project manager prior to moving onto site and commencing any works once the order has been issued to the supplier.
- 9.7 Order numbers are to be reflected on invoices and statements when submitting for payment.
- 9.8 All listed railway stations are within a 200-kilometer radius of central Durban.
- 9.9 Insurance: The bidder must, at his/her own expense, take out sufficient public liability insurance against any claims, costs, loss and/or damage ensuing from its obligation and shall ensure that such insurance remains operative for the duration of the agreement. A copy of such insurance must be handed to the PRASA upon commencement of the service.

## 10 KZN REGIONAL MAP LAYOUT

10.1 The region according to the Regional Rail network as illustrated in the diagram below.

### Durban Region - Corridor Categories



#### NB: Disclaimer

Bidders should note that not all stations are currently operational, the appointed bidder will therefore provide hygiene services to stations/depots that are operational and will invoice and be paid only for work done. As and when stations becomes operational, the appointed service provider will be informed and will be expected to provide the services.





- 12.4 A monthly detailed report- as per attached sample Annexure A (Service reports for each station/depot) comprising of the works carried out, any abnormal events, corrective actions and preventive actions embarked should be submitted to PRASA together with the monthly invoice for payment.
- 12.5 The Service provider is to ensure all service reports are signed off by a PRASA representative, which shall include details as per clause 5.2.
- 12.6 Failure of unsigned service reports will lead to no payment of service for the site/location.

### 13 MANPOWER AND HOURS OF WORK

- 13.1 The supervisor shall ensure that the technical teams are performing up to expectations. He shall ensure that all works are performed as scheduled and quality checks of staff work should be constantly performed. Good reporting and documentation skills are also pre-requisites.
- 13.2 The staff on site must be dressed in uniformed overalls with the Company name and logo for ease of identification. Clean overalls should always be worn without fail.
- 13.3 All staff should also comply with the OHS Act as well as PRASA Safety Standards.
- 13.4 **Operating Hours:** Monday to Friday from 8h00 – 15h30
- 13.5 The Service Provider shall supply all the materials, chemicals, equipment, and transport required to perform the works. The tendered price for the above works must include the costs of all chemicals, material, travel, and labour necessary for the proper execution of the works in every aspect.
- 13.6 The Service Provider shall be responsible for the safe keeping of all his/her material and equipment. PRASA shall not be responsible for any losses or damages to the material and equipment.
- 13.7 All work shall be carried out in a neat and orderly manner
- 13.8 No sub-Service Providers will be allowed on this contract.
- 13.9 All safety precautions stipulated by the client shall be strictly adhered to.

### 14 COMMUNICATION

- 14.1 All calls made by PRASA Facilities personnel (via Dial a Complaint / Safety office) shall be promptly responded by the Service Provider within 24 hours.

### 15 REQUIREMENTS

- 15.1 Submission of Material Safety Data Sheet (MSDS) for Hygiene Services.
- 15.2 Supplier must register with South African Pest Control Association (SAPCA) or the Pest Control Industries Professional Council (PCIPC)
- 15.3 Supplier must be registered with Department of Agricultural.
- 15.4 Letter of Good standing (Department of Labour) or COIDA from Insurance
- 15.5 Identifiable Uniform & Minimum Safety PPE Requirements:
- 15.6 The employees of the contractor must always wear neat and tidy uniform. The companies name printed on the back of the uniform.
- Overalls
  - Safety boots
  - Reflector bibs with company name
  - First Aid kit on site
  - Identification cards



## 16 SUPPLYING – HANDLING AND REMOVAL CONDITIONS

- 16.1 Supply and installation of SHE – bins with lids in all females' toilets/cubicles.
- 16.2 Supply and fit scented liners in all bins during every service.
- 16.3 Bins shall have self-closing tight fitting lids (Refer to Specification (SECT17) below) with trap doors and a touch less Opening / closing mechanism Provide pedal operated SHE bins.
- 16.4 Ensure that the waste disposal inlet does not cause any nuisance and discharged waste cannot be retrieved by anybody else except the contractor, contracted for removal of such waste bins
- 16.5 All full bins to be removed at determined frequency or at special request by the contract Supervisor
- 16.6 The bins should be leak-free
- 16.7 One bin per female cubicle.
- 16.8 Service Providers are to ensure competent employees who are trained in dangers associated with handling biological waste and for the safe removal thereof, as per National Environmental Management Waste Act, 59 of 2008 (NEMWA) and HCRW Regulations
- 16.9 Bins should be emptied into waste receptacles which conform to standards for handling biological waste.  
NB: The contents should be completely concealed in dark bags.
- 16.10 The bags should be labelled with a "Bio-hazard" symbol to indicate contents.

## 17 SPECIFICATION FOR SANITARY UNITS/BINS

- a. Supply and Install Pedal operation unit, limits direct contact with the bin
- b. **19lt Pedal type with Dimensions: (25 x 15 x 80cm) or similar size. Smaller bins will not be considered**
- c. Polypropylene plastic, making this a very durable bin that can be bent and squeezed but will not break
- d. Slimline design – reduces height and allows the bin to fit comfortably into any cubicle for easy access without restricting space
- e. Smooth, ridge-free design is easy to wipe down and does not collect dust
- f. Front opening
- g. Flute chute prevents waste from sticking to the surface and the user from seeing the contents of the bin.
- h. Supply and removal of scented inner bin liners for all as per service frequency.
- i. Faulty/ non-operational sanitary bins shall be replaced by the service provider
- j. Successful Service provider shall ensure additional bins be provided for has a buffer in the unlikely event of non-operational or faulty bins requiring replacement.
- k. Service providers shall note, all sanitary bins provided to the client for the duration of the contract, shall only be removed from PRASA sites at the end of contract period.

## 17.2 Servicing of Sanitary/SHE bins

- a. Sanitary bins to be serviced as per schedule listed below
- b. Sanitary bins to be washed and disinfected at every service.
- c. Inner bin liners to be changed at every service
- d. Bin liners shall be scented and of high quality
- e. The Service provider will ensure and assign competent employees who are trained in hygiene services and the procedures to be followed when servicing the SHE bins.
- f. The assigned persons to report to the rail stations /offices and depots as per schedule and before the commencement of work, the assigned person shall report to PRASA supervisors/manager at the various locations.
- g. The service providers assigned person must ensure they carry and complete registers to record the number of bins serviced per location.
- h. The register is to be signed and date stamped by a PRASA supervisor/manager or official at each location, for the validation and authenticity.
- i. The verified authentic records/register shall be submitted with the monthly invoices and used for monthly reconciliation for claims made.
- j. Service Providers: are to ensure compliance in ensuring records/registers are signed and date stamped by a PRASA official, upon completion of service. PRASA will not be held responsible for non – payment if the records/registers do not conform as per above statement
- k. All removal, disposable, material, and transport cost shall be added into the costing, its therefore the responsibility of the service provider to ensure provisions are made.

## 17.3 Sanitary bin servicing procedure

*The below listed procedures serves as a guide but not limited to. The service provider to ensure the best possible practices and procedures, are carried out as per legislations.*

- a. Ensure you are wearing gloves and PPE. Blood and bodily fluids may need to be cleaned up. Be careful of sharps.
- b. They should be allocated with necessary uniform, mask and gloves safety boots and reflective vest.
- c. Open the bin door and pull out the liner bin.
- d. Remove the liner bag, sealing it and placing it in a lined rubbish bin container or trolley waste receptacle. Always use caution when removing any bin liner. They can contain sharp objects including needles. Don't allow the bin liner to brush your skin or body. Don't try to compress the bin liners in the bin even if you have gloves on.
- e. Wipe the bin with Sanitary Bin Wipes. Especially focus on the lid and other possible touch points.
- f. Fit a new scented liner bag ensuring it completely covers the inside surface of the sanitary bin.
- g. Put the liner bin back into the hygiene bin. Close the door. Ensure the bin is ready for service and give a final wipe if necessary.
- h. All members and personal shall have the qualifications and experience which could reasonably expected of a person performing the duties assigned to that person and warrants that all such persons will be competent to perform the duties assigned to them in a professional manner
- i. The staff that clean sanitary waste bins should be trained to work safely and effectively.

## 18 DISPOSAL OF SANITARY WASTE

In South Africa, sanitary waste disposal is regulated and governed by the following key legislations:

- Occupational Health and Safety Act, 85 of 1993
- The National Environmental Management: Waste Act, 59 of 2008
- The National Regulations on Healthcare Risk Waste (NEMWA Act, 59 of 2008)

According to Healthcare Risk Waste regulations, a generator of commercial or industrial volumes of sanitary waste must:

- 18.1 Provide designated areas for the segregation of healthcare risk waste from other waste streams at the point of generation.
- 18.2 Demonstrate the safe management of health care risk waste generated through on-site treatment records or written agreement with a waste contractor licensed in terms of the Act to treat healthcare risk waste.

### 18.3 Each removal should be accompanied by signed waste manifest indicating

- a. Name of removal contractor
- b. Name of waste generator e.g., PRASA – KZN Regional Office
- c. Type of waste
- d. Number of bins removed
- e. Name of the driver
- f. Registration of the vehicle
- g. Date and time
- h. Name of disposal site to be used
- i. Method of treatment

18.4 Contractor to ensure upon the removal of the sanitary waste from the respective areas, the waste manifest to be signed by PRASA representatives at respective work areas and to include the date stamp of the respective stations and depots.

18.5 Proof of destruction certificates are to be signed and date stamped (with company details) by the company treating the waste.

18.6 The certificate shall accompany each invoice monthly. (If certificate of disposable cannot be verified, the invoice will not be processed for payment).

## 19 SAFETY

**The safety file will only be filled in by the successful bidder.**

### SAFETY

- a) The contractor shall provide the following additional requirements that form part of the specification pertaining to safety, orientation, and other fundamental Act 85 requirements.
- b) PRASA operate stations 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.
- c) Good safety and housekeeping practices will be entrenched in working methods and practices.
- d) Compliance with Environmental, Health and Safety regulations as well as any such regulation prescribed by PRASA. It is the Service Providers responsibility to know and understand the regulations.
- e) Regular and routine or ad-hoc inspections of compliance with safety and housekeeping will be undertaken and necessary corrective actions immediately implemented
- f)
- g) The successful contractor shall make provision for a safety file, seven days after receiving his/her Letter of Appointment. (Refer to point 18 Safety File Requirement)
- h) The contractor to issue employees with SABS approved identifying safety uniform, reflective bibs, safety boots and dust masks that are always worn by contractor's cleaners (including identity cards)
- i) Supervisor to be on premises during fumigation activity with a contactable cell phone and the cell number should be provided to the relevant Prasa official.
- j) The contractor will be working under and adjacent to 3KV DC overhead lines and crossing of railway lines prior to the commencement of the said work.
- k) It is suggested that safety boots be worn at all times, PRASA Cres will not be held responsible for any injuries.
- l) Datasheet of all Health hazard chemical to be used at all time and record keeping thereof,
- m) Tools / equipment must be kept in a good condition and must not injure staff.
- n) The Service Provider shall keep on site a SHE works file where all records generated during the project are kept. This file must always be available on site. The file will include all SHE related records, records of communication with the client (PRASA) toolbox talks, Inspection sheets, risk assessment etc. (Table of checklist below)
- o) PRASA Cres operates stations within a strict railway operating environment with high commuter flow, particularly during operating peak periods. Safety of commuters is therefore a non-negotiable requirement safety should be strictly complied with
- p) The Service Provider shall submit a SHE files according to the attached safety checklist.
- q) 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.

- r) **Contractor induction:** The successful service provider together with his/her staff shall attend an induction meeting within two (2) weeks after appointment where a formal handover will be conducted and be familiarized with the PRASA site compliance requisites, policies and procedures prior to commencement of the service contract. The service provider must, at the induction meeting, provide *a list of staff to be deployed at the PRASA's premises with the following information:*
- Name
  - Address
  - ID numbers of all staff, including relief staff
- NB: The PRASA reserves the right to request removal of any personnel on site deemed not to be compliant with the PRASA's policies and procedures.
- s) Safety boots and reflector vest will be always worn, PRASA will not be held responsible for any injuries.
- t) Datasheet of all Health hazard chemical to be used at all time and record keeping thereof,

**The safety file will only be supplied by the successful bidder.**



**prasa cres**  
CORPORATE REAL ESTATE SOLUTIONS

#### **SHE CHECKLIST**

**THIS DOCUMENT SERVES AS THE GUIDELINES TO ALL CONTRACTORS ON HOW TO COMPLETE THE SHE FILE**

<b>NAME OF CONTRACTOR</b>	
<b>STATION / DEPOT</b>	
<b>CONTACT PERSON CONTRACTOR</b>	
<b>SAFETY OFFICER</b>	
<b>CONTACT DETAILS OF SUPERVISING OFFICER / PROJECT MANAGER</b>	

<b>DURATION OF PROJECT</b>		<b>START</b>		
		<b>COMPLETION</b>		
#	Description	Comments / Requirements	<b>REQUIREMENTS ON FILE</b>	
			<b>YES</b>	<b>NO</b>
1	<b>Notification of Construction to the DOL</b>	Notification to have a DOL Stamp or Any document proves that notification was submitted or send to DOL.		
2	<b>Letter of Good Standing</b>	The latest letter on file, Letter to be on the contractor's company name.		
3	<b>Employee List</b>	Only employees who will be working in PRASA premises under the project.		
		ID Copies to be provided.		
		Next of kin's information to be provided		
4	<b>Org Structure</b>	Org structure to be in line with the scope of work		
5	<b>SHE Policy</b>	To be signed by company senior manager		
		Policy to be on company letterhead.		
6	<b>SHE Plan</b>	To acknowledged by PRASA project team leader.		
		SHE Plan to be relevant to the scope of work.		
7	<b>Risk Assessments</b>	Risk assessment to be as per scope of work and must be acknowledged by PRASA Project team leader		
8	<b>Method Statement</b>	method - to indicate what type of task to be done / with how many people/equipment to be used/time frame etc.		
9	<b>Rail Protection</b>	<b>When working in a rail operational area - Flagman are required - these are people provide a specialised service: in the protection of all commuters/workers/contracting company/rail rollingstock etc..</b>		
10	<b>Tool Registers</b>	The list of all tool and equipment that the contractor will use for the project.		
11	<b>Induction Records</b>	PRASA induction records to be on file	<b>Induction to be completed by PRASA on acceptance of safety file approval</b>	
12		Proof of medical fitness to be on file.		

	<b>Proof of medical fitness: Reference is made to Construction Regulation section 7 (8)</b>	This certificate must be issued by Occupational Health Doctor/Practitioner/Clinic etc		
		Due to the confidentiality of the medical reports, please ensure that you provide Prasa with any form of document (e.g. Red ticket card) that proves that the employee is fit to work. This particular document must contain a stamp from the OH Practitioner OR Service provider.		
13	<b>Appointments</b>	Appointment letters. Applicable to the scope. Each appointment to be accompanied by proof of competency.		
14	<b>Tool Inspections</b>	Copies of all inspections to be on file. These inspections must be linked to the tool list provided.		
15	<b>PPE Matrix</b>	A document indicating the contractor's positions and the applicable PPE to each position.		
16	<b>PPE Records</b>	Proof that employee was issued with the necessary PPE.		
17	<b>Training Records</b>	All other training records applicable to the scope		
18	<b>Safe Working Procedures</b>			
19	<b>Toolbox Talks</b>	Proof that the system exists. Contractor to maintain this system throughout his duration of contract.		
20	<b>Equipment Maintenance (Calibrations, Safe Working load certificates etc)</b>	To be on file		
21	<b>Chemicals substances list</b>	All chemicals that will be used by the contractor to be documented and filed included on file		
22	<b>MSDS</b>	As per chemical list (16 pointer)		
23	<b>Proof of training on MSDS</b>	All employees using the chemical to be trained. Copies of the MSDS to be where employees are using the chemical. Correct PPE to be issued.		
24	<b>Excavation plan</b>	(Where Applicable)		
25	<b>Scaffolding plan</b>	(Where Applicable)		
26	<b>Demolition plan</b>	(Where Applicable)		
27	<b>Fall Prevention Plan</b>	(Where Applicable)		
28	<b>Explosives and blasting method statements</b>	(Where Applicable)		

29	<b>Declaration of Sub-contractors</b>	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.		
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# BOQ – Bill of Quantity

## PRICING SCHEDULE

*Pricing shall include all cost – (Servicing/transporting/disposing/supply of material etc.)*

No.	Station/Depot name	Number of SHE bins required	Frequency per Month	Rate per Service per SHE bin	Total per Month (= Number of SHE bins x Frequency x Rate)
1.	STANGER	3	2		
2.	STANGER TRAIN CREW OFFICE	1	2		
3.	GLEDHOW	1	2		
4.	CHARLOTTEDALE	1	2		
5.	GROUTVILLE	1	2		
6.	SHAKASKRAAL	1	2		
7.	UMHLALI	1	2		
8.	COMPENSATION	1	2		
9.	FRASER	1	2		
10.	TONGAAT	1	2		
11.	TONGAAT TRAIN CREW	2	2		
12.	TONGAAT CENTRAL	2	2		
13.	FLAMINGO HEIGHTS	1	2		
14.	CANELANDS	2	2		
15.	VERULAM	3	2		

<b>No.</b>	<b>Station/Depot name</b>	<b>Number of SHE bins required</b>	<b>Frequency per Month</b>	<b>Rate per Service per SHE bin</b>	<b>Total per Month (= Number of SHE bins x Frequency x Rate)</b>
16.	OTTAWA	2	2		
17.	MOUNT EDGECOMBE	2	2		
18.	PHOENIX	2	2		
19.	KWA MASHU	3	2		
20.	KWA MASHU TRAIN CREW OFFICE	2	2		
21.	TEMBALIHLE	3	2		
22.	DUFFS ROAD	4	2		
23.	DUFFS ROAD SIGNALS	1	2		
24.	BRIDGE CITY	4	2		
25.	AVOCA	1	2		
26.	RED HILL	2	2		
27.	GREENWOOD PARK	1	2		
28.	EFFINGHAM	1	2		
29.	TEMPLE	1	2		
30.	UMGENI	1	2		
31.	MOSES MABHIDA	2	2		

<b>No.</b>	<b>Station/Depot name</b>	<b>Number of SHE bins required</b>	<b>Frequency per Month</b>	<b>Rate per Service per SHE bin</b>	<b>Total per Month (= Number of SHE bins x Frequency x Rate)</b>
32.	WELLNESS CENTRE - CLINIC & RISK OFFICE – Security Office	12	2		
33.	REGIONAL OFFICE	12	2		
34.	DURBAN SHOSHOLOZA OFFICE	2	2		
35.	DURBAN STATION - TICKET OFFICE	6	2		
36.	FAULTS AND DEFECTS DURBAN STATION CONCOURSE	1	2		
37.	DURBAN AREA MANGER OFFICE	2	2		
38.	DURBAN FACILITIES DEPOT	8	2		
39.	DURBAN PROTECTION SERVICES	4	2		
40.	DURBAN TRAINING CENTRE	6	2		

<b>No.</b>	<b>Station/Depot name</b>	<b>Number of SHE bins required</b>	<b>Frequency per Month</b>	<b>Rate per Service per SHE bin</b>	<b>Total per Month (= Number of SHE bins x Frequency x Rate)</b>
41.	DURBAN YARD PERWAY DEPOT	4	2		
42.	DURBAN YARD ELECTRICAL DEPOT	4	2		
43.	DURBAN YARD COMMUNICATIONS	1	2		
44.	DURBAN YARD SHOSHOLOZA ENGINEERING	2	2		
45.	DURBAN YARD FACILITIES	8	2		
46.	DURBAN YARD SHUNTERS DEPOT	9	2		
47.	DURBAN YARD CONTROL CABINS -A TO D YARDS	4	2		
48.	DURBAN YARD LIFTING WORKSHOP	8	2		
49.	DURBAN YARD COACH CLEANERS' DEPOT "B" & "C" SECTION	12	2		

<b>No.</b>	<b>Station/Depot name</b>	<b>Number of SHE bins required</b>	<b>Frequency per Month</b>	<b>Rate per Service per SHE bin</b>	<b>Total per Month (= Number of SHE bins x Frequency x Rate)</b>
50.	DURBAN FIVE STAR DEPOT	12	2		
51.	DURBAN GOBAL RD SIGNALS DEPOT	4	2		
52.	SPRINGFIELD DEPOT	8	2		
53.	SPRINGFIELD SCM STORES	2	2		
54.	BEREA ROAD	4	2		
55.	DALBRIDGE	1	2		
56.	CONGELLA	2	2		
57.	UMBILO	2	2		
58.	ROSSBURGH RAILWAY STATION	5	2		
59.	ROSSBURGH PERWAY & WEILDING DEPOT	6	2		
60.	CLAIRWOOD STATION TICKET OFFICE	2	2		

No.	Station/Depot name	Number of SHE bins required	Frequency per Month	Rate per Service per SHE bin	Total per Month (= Number of SHE bins x Frequency x Rate)
61.	CLAIRWOOD ELECTRICAL DEPOT	2	2		
62.	CLAIRWOOD SIGNAL DEPOT	3	2		
63.	MONTCLAIR	2	2		
64.	MEREBANK	3	2		
65.	PINETOWN	2	2		
66.	NORTHDENE - PERWAY DEPOT	4	2		
67.	MALVERN	2	2		
68.	HILLARY	1	2		
69.	BELLAIR	1	2		
70.	SEAVIEW	1	2		
71.	PMB	2	2		
72.	CATO RIDGE STATION TICKET OFFICE	1	2		
73.	CATO RIDGE TRAIN CREW DEPOT	2	2		
74.	GEORGEDALE	1	2		

<b>No.</b>	<b>Station/Depot name</b>	<b>Number of SHE bins required</b>	<b>Frequency per Month</b>	<b>Rate per Service per SHE bin</b>	<b>Total per Month (= Number of SHE bins x Frequency x Rate)</b>
75.	KWA TANDAZA	2	2		
76.	HAMMASDALE	2	2		
77.	KWANDENGEZI	2	2		
78.	DASSENHOEK	2	2		
79.	THORNWOOD	2	2		
80.	MARIANNHILL	2	2		
81.	KLAARWATER	2	2		
82.	SHALLCROSS	2	2		
83.	BURLINGTON	2	2		
84.	CAVENDISH	2	2		
85.	CROSSMOOR	3	2		
86.	CHASTGLEN	1	2		
87.	BAYVIEW	1	2		
88.	JACOBS	2	2		
89.	UMLAZI	5	2		
90.	LINDOKUHLE	4	2		
91.	KWA MNYANDU	4	2		
92.	ZWELETHU	3	2		

<b>No.</b>	<b>Station/Depot name</b>	<b>Number of SHE bins required</b>	<b>Frequency per Month</b>	<b>Rate per Service per SHE bin</b>	<b>Total per Month (= Number of SHE bins x Frequency x Rate)</b>
93.	REUNION STATION TICKET OFFICE	2	2		
94.	REUNION AREA MANGERS OFFICE	2	2		
95.	REUNION SIGANLS	2	2		
96.	KELSO	1	2		
97.	KELSO TRAIN CREW DEPOT	1	2		
98.	PARK RYNIE	2	2		
99.	SCOTTBURGH	2	2		
100.	UMKOMAAS	3	2		
101.	ILFRACOMBE	1	2		
102.	UMGABABA	2	2		
103.	KARRIDENE	1	2		
104.	WINKELSPRUIT	1	2		
105.	DOONSIDE	1	2		
106.	AMANZIMTOTI	2	2		
107.	PAHLA	1	2		
108.	UMBOGINTWINI STATION TICKET OFFICE	2	2		



No.	Station/Depot name	Number of SHE bins required	Frequency per Month	Rate per Service per SHE bin	Total per Month (= Number of SHE bins x Frequency x Rate)
109.	UMBOGINTWINI SIGNALS	2	2		
110.	ISIPINGO	4	2		

## 1. Pricing Summary

The tender amounts provided below must include ALL COSTS for the provision of Hygiene Services, the tendered amount shall further include tools, equipment, materials, chemicals, uniform, Labour, transport, and all necessary material needed to offer the services. Contractor undertakes to adhere in terms of section 6 (5) of the National Minimum Wage Act of No. 9 of 2018 amend the national minimum wages contained in schedule 1 and schedule 2 of the National Minimum Wage Act, published under Government Notice No 43026 of 17 February 2020, in accordance with the schedules here to and fix the 1 March 2021 as the date on which amendment shall be come binding, failure to adhere to this law / gazette will result in termination and cancellation of contract.

NOTE: This is a fixed Budget term contract and therefor service providers are advised to factor in the escalations as per the statutory requirements for the following years

## 2. Detailed Pricing Schedule

Hygiene Services (SHE) Bins for the region KZN	Tender amounts	
	Year 1	
	Monthly Amount (Excl. VAT)	Annual Amount (Excl. VAT)
309		

Escalation \_\_\_\_\_ %

Hygiene Services (SHE) Bins for the region KZN	Tender amounts	
	Year 2	
	Monthly Amount (Excl. VAT)	Annual Amount (Excl. VAT)
309		

Escalation \_\_\_\_\_ %

NB:

Hygiene Services (SHE) Bins for the region KZN	Tender amounts	
	Year 3	
	Monthly Amount (Excl. VAT)	Annual Amount (Excl. VAT)
309		

Disclaimer

**Bidders should note that not all stations are currently operational, the appointed bidder will therefore service stations/depots that are operational and will invoice and be paid only for work done.**

**As and when stations/depots start to operate, the appointed service provider will be advised and shall provide services as such.**

## Final Summary Pricing Schedule

CONTRACT YEAR	Pricing Schedule	
	Monthly Amount	Annual Amount
YEAR 1		
YEAR 2		
YEAR 3		
SUB-TOTAL		
VAT 15%		
GRAND TOTAL		

Respondents are required to price all services and items mentioned above affix the price hereunder which is inclusive of labour (including relief personnel), consumable materials, equipment and any other items necessary to ensure the station is kept into proper clean standard.

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

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

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

represented by: \_\_\_\_\_ in my  
capacity as: \_\_\_\_\_ being duly authorised, hereby  
offer to undertake and complete the above-mentioned work/services at the prices quoted in the bills of quantities / schedule  
of quantities or, where these do not form part of the contract, at a lumpsum, of

R\_\_\_\_\_ (amount in numbers);  
\_\_\_\_\_  
\_\_\_\_\_ (amount in words) Incl. VAT.

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

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