



prasa

PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: [NW-CLEAN/10/22]

REQUEST FOR QUOTATION (RFQ) FOR THE *PROVISION OF CLEANING, HYGIENE AND HORTICULTURAL SERVICES AT VARIOUS STATIONS IN NORTH WEST PROVINCE FOR A PERIOD OF 24 MONTHS ON AN AS & WHEN REQUIRED BASIS.*

SECTION 1: SBD1

PART A INVITATION TO BID

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

BID NUMBER:	NW-CLEAN/10/22	CLOSING DATE:	10 November 2022	CLOSING TIME:	12:00PM
DESCRIPTION	PROVISION OF CLEANING, HYGIENE AND HORTICULTURAL SERVICES AT VARIOUS STATIONS IN NORTH WEST PROVINCE FOR A PERIOD OF 2 YEARS OR 24 MONTHS ON AN AS & WHEN REQUIRED BASIS				
BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (<i>STREET ADDRESS</i>): 546 PAUL KRUGER c/o SCHEIDING STREET PRASA CRES BUILDING PRETORIA STATION PRECINCT PRETORIA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Thobeka Shabangu				
TELEPHONE NUMBER	012 748 7571				
E-MAIL ADDRESS	CresNGR.Quotation@prasa.com				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA.....

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No
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[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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

NB:

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

SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

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

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

2. PREQUALIFICATION / ELIGIBILITY CRITERIA

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

3 CIDB Grading (If Applicable)

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

Joint ventures are eligible to submit tenders provided that:

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

4 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.

5 LEGAL COMPLIANCE

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

6 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

7 PRICING

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

8 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.

9 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;
- Reject 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 bidder fail to sign or commence with the contract within a stipulated period after being requested to do so, PRASA reserves the right to terminate contract and award the business to the next highest ranked Respondent provided that the next bidder is still prepared to provide the required goods at the quoted price.

10 LEGAL REVIEW

A Proposal submitted by a Respondent may 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.

11 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/>.

12 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.

13 EVALUATION METHODOLOGY

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

EVALUATION PROCESS	
Stage 1	
Mandatory / Prequalification Criteria	
Stage 2	
Non-Mandatory compliance	
Stage 3 - Price and B-BBEE	
Price	80
BBBEE	20
TOTAL	100

14 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.

15 VALIDITY PERIOD

- 15.1 PRASA requires a validity period of **60 Business Days** from the closing date.
- 15.2 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.

16 DISCLOSURE OF PRICES QUOTED

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

17 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:

17.1 PREQUALIFICATION AND MANDATORY RETURNABLE DOCUMENTS

Failure to provide all 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.

17.2 NON -MANDATORY RETURNABLE DOCUMENTS

Failure to provide all 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.

17.3 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/ Prequalification Requirements - If you do not submit the following mandatory documents your Proposal/Quote will be disqualified automatically:

No.	Description of requirement	
a)	Price Schedule and Pricing form (Section 4) To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule/BOQ and not utilize a different format. Deviation from this pricing schedule will result in a bid being declared non-responsive.	
b)	Completion and submission of RFQ documents, SBD forms, Commissioner of Oath with ALL declarations	
c)	Joint Venture / Consortium agreement / Trust Deed/ Confirmation in writing of their intention to enter into a JV or consortium agreement signed by all parties. (if applicable)	
d)	Valid Original, or certified copy of Letter of Good Standing (COIDA)	
e)	The Contractor must be located within the North West Province and Shall Submit Copy of Rates and Taxes (less than 3 months)/ Lease Agreement (valid) for the Stations they are Bidding for. (Preference will be given first to bidders that are residing in the North West Province) Municipality Footprint for Segment 1- Potchefstroom and Klerksdorp Stations Bidders must be residing at Dr Kenneth Kaunda District Municipality, that comprises the below Municipalities: • City of Matlosana Local Municipality • JB Marks Local Municipality and • Maquassi Hills Local Municipality Municipality Footprint for Segment 2- Bloemhof and Christiana Stations Bidders must be residing at Dr Ruth Segomotsi Mompati District Municipality, that comprises the below Municipalities: • Naledi Local Municipality, • Mamusa Local Municipality,	

	• Greater Taung Local Municipality, • Lekwa-Teemane Local Municipality and • Kagisano/Molopo Local Municipality Municipality Footprint for Segment 3- Taung Train Station Bidders must be residing at Dr Ruth Segomotsi Mompati District Municipality, that comprises the below Municipalities: • Naledi Local Municipality, • Mamusa Local Municipality, • Greater Taung Local Municipality, • Lekwa-Teemane Local Municipality and • Kagisano/Molopo Local Municipality	
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Stage 2: Non - Mandatory Requirements - The following documents are non-mandatory and where not submitted, Prasa may request the documents and must be made available at the time of request:

No.	Description of requirement	
a)	Company Registration Documents	
b)	Copies of Directors' ID documents;	
c)	Valid SARS Tax Pin Letter (must be valid on closing date of submission of the proposal)	
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)	

2.1 Stage 3- Price and B-BBEE

Evaluation criteria	Weighting
BBBEE	20
Price	80
TOTAL	100

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

Where:

- Ps = Score for the Bid under consideration
 Pt = Price of Bid under consideration
 $Pmin$ = Price of lowest acceptable Bid

Evaluation of Preference

Evaluation and final weighted scoring

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

SECTION 4

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule **Section 10**.

- Prices must be quoted in South African Rand, inclusive of VAT.
- Price offer is firm and clearly indicate the basis thereof.
- Pricing Bill of Quantity is completed in line with schedule if applicable.
- Cost breakdown must be indicated.
- Price escalation basis and formula must be indicated where applicable.

- 6 Respondents are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Respondent. PRASA may:
- 6.1 negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
 - 6.2 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;
 - 6.3 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFQ.

I / We _____ (Insert Name of Bidding Entity)

of _____

_____ code _____

(Full address) conducting business under the style or title of: _____

represented by: _____ in my capacity as:

_____ being duly authorised, hereby

offer to undertake and complete the above-mentioned work/services at the prices quoted in the bills of quantities /

schedule of quantities or, where these do not form part of the contract, at a lumpsum, of

R _____ (amount in numbers);

_____ (amount in words) Incl. VAT.

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

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

SECTION 5

PRASA GENERAL CONDITIONS OF PURCHASE

General

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

Conditions

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

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

Local Content Obligations

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

Price and payment

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

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

Delivery and documents

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

Where items are to be delivered the Supplier:

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

Containers / packing material

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

Title and risk

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

Rejection

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

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

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

Warranty

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

Indemnity

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

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

Assignment and sub-contracting

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

Termination

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

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

Governing law

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

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

- 2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SECTION 7

B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

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

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

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

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

1.4 Preference points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

- 2.13 **“Designated Group”** means - i) Black designated groups; ii) Black People; iii) Women; iv) people with disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)
- 2.14 **“Designated Sector”** means, sub-sector or industry or product designated in terms of regulation 8(1)(a)
- 2.15 **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.16 **“firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.17 **“functionality”** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- 2.18 **“Military Veteran”** has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011);
- 2.19 **“National Treasury”** has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 2.20 **“non-firm prices”** means all prices other than “firm” prices;
- 2.21 **“person”** includes a juristic person;
- 2.22 **“People with disabilities”** meaning assigned to it in terms of Section 1 of Employment Equity Act, 1998 (Act No. 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-BBBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 2.25 **“Rural Area”** i) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.

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

3. ADJUDICATION USING A POINT SYSTEM

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

points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

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

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances PRASA would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.
- 5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.
- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating a Verification Agency accredited by SANAS.
- 5.5 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.9 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the
- iv) purchaser that the claims are correct;
- v) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have.
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bidder to another person without disclosing it, PRASA reserves the right to penalise the bidder up to 10 percent of the

value of the contract;

- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES

1.
2.

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

DATE:

ADDRESS

.....

.....

SECTION 8

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial-development/ip.jsp> at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

	Minimum Threshold for Local Content

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

SECTION 9

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.

_____ (Sign – SERVICE PROVIDER)

_____ (Name – SERVICE PROVIDER)

COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON

STAMP :

NAME & SURNAME:

DESIGNATION/RANK :

PERSAL/EMPLOYEE NO:

PLACE/DATE:

SECTION 10

1. Scope of Works and Areas of Focus

1.1 Describe what needs to be done

PRASA requires full stations cleaning service for a mix of facilities which are found at various long-distance Commuter Railway stations in the Northwest Province. These facilities are staff offices, mess rooms, public ablutions facilities, commuter waiting rooms, platform areas, bridges, subways, access roads and concourse areas. These facilities must be at highest level of cleanliness and must be cleaned regularly to provide better environment for the commuters.

The appointed multiple Service providers that shall be required to provide quality Cleaning, Hygiene, Horticultural services on as and when required basis for a period of 24 months at the following stations, which are divided into three (3) Segments:

1.1.1 Segment 1 – Potchefstroom and Klerksdorp Stations,

And Cleaning and Horticultural Services at:

1.1.2 Segment 2 – Bloemhof and Christiana Stations,

1.1.3 Segment 3 – Taung Train Station,

2. Municipality Footprints

Bidder(s) must submit proof of residence or lease agreement not older than three (3) months, as preference will be given to bidders that are residing in specific municipalities around the stations.

3.1 Municipality Footprint for Segment 1

Bidders must be residing at Dr Kenneth Kaunda District Municipality, that comprises the below Municipalities:

3.1.1 City of Matlosana Local Municipality

3.1.2 JB Marks Local Municipality and

3.1.3 Maquassi Hills Local Municipality

3.2 Municipality Footprint for Segment 2

Bidders must be residing at Dr Ruth Segomotsi Mompati District Municipality, that comprises the below Municipalities:

3.2.1 Naledi Local Municipality,

3.2.2 Mamusa Local Municipality,

3.2.3 Greater Taung Local Municipality,

3.2.4 Lekwa-Teemane Local Municipality and

3.2.5 Kagisano/Molopo Local Municipality

3.3 Municipality Footprint for Segment 3

Bidders must be residing at Dr Ruth Segomotsi Mompati District Municipality, that comprises the below Municipalities:

- 3.3.1 Naledi Local Municipality,
- 3.3.2 Mamusa Local Municipality,
- 3.3.3 Greater Taung Local Municipality,
- 3.3.4 Lekwa-Teemane Local Municipality and
- 3.3.5 Kagisano/Molopo Local Municipality

3. The Station Facilities and Size

The contract makes provision for the cleaning of the mix of various facilities within the stations' precinct. Table below Illustrate all the facilities available per each station in this cluster.

This station has

EXTERNAL AREAS include:

- Area and Toilets
- Platforms Parking Driveways
- Parking
- All the external and paved areas within the station precinct Offices
- Commuter Toilets
- Waiting area (Tiled)
- MLPS Platforms
- MLPS Staff toilets
- Water closets
- Urinals
- Wash hand basins
- MLPS ticket office
- Train driver rest room
- No Carpeted Offices
- Tiled Bathrooms
- Tiled offices
- **Railway tracks** (cleaning of track extend 20m beyond the edges of the platforms)

Additional Info

- The service provider should provide vehicles suitable for the execution of the operations
Suitable vehicles are “bakkies” and light duty trucks for the transportation of employees and materials and to respond to callouts.
- The service provider should respond timeously to the callouts.
- Kilometers for traveling to the stations and depots will be reimbursed from the base station of that corridor in terms of the rate per kilometre priced by the service provider.

- During the contract term the Contractor shall furnish all materials, equipment, manpower, and consumables including proper PPE to complete the work.
- The service provider shall be expected to attend more than one Station at time and is expected to meet the capacity requirements as requested.
- Bidders shall submit proof of lease agreement or ownership of workshop/offices including rates and taxes as proof of footprint for the station that they are bidding for.

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

- Signed job card by the Project Manager or leader /Prasa MLPS Staff
- Before and after pictures of the proof of work done (The pictures to be send via WhatsApp or email to the Prasa Cres Project manager)
- Attendance Registers

Service performance measurements and expectations

- **Emergency & Urgent Call outs** - Response time for emergency /urgent call out shall be 24 hours from the call out time as per job card.
- **Normal Call Outs** - Response time for Normal call outs items shall be within 2 working days stipulated in the works order from the call out time.

Station name	Platform	Track Rails	Public Toilets	Ticket Office	Waiting Areas/Shelter	Staff Offices	Parking area
Potchestroom	1	1	12	1	1	1	1
Klerksdorp	1	2	6	1	1	1	1
Christiana	1	1	N/A	N/A	N/A	N/A	N/A
Bloemhof	1	1	N/A	N/A	N/A	N/A	N/A
Taung	1	1	N/A	N/A	N/A	N/A	N/A
TOTAL	8	8	59	7	7	7	7

3.1.1. Table 3.2 illustrate the extend and size of the facilities

Station name	Platform	Track Rails	Public Toilets	Ticket Office	Waiting Areas	Staff Offices	Parking/road area
Potchestroom	2080m ²	282 m ²	180 m ²	300m ²	Included PL	80 m ²	780m ²
Klerksdorp	1800m ²	400 m ²	100 m ²	42m ²	30m ³	150m ²	6000m ²
Christiana	2100m ²	400 m ²	100 m ²	42m ²	30m ³	150m ²	6000m ²
Bloemhof	2100m ²	400 m ²	100 m ²	42m ²	30m ³	150m ²	6000m ²
Taung	2100m ²	400 m ²	N/A	N/A	N/A	N/A	N/A

4. Hygiene equipment and services

Hygiene services	Frequency of service for Commuter Facilities, Train set ablution and staff
Urinal sanitisers refilling	Regularly (Duo Blocks)
1 litre Auto instant Hand sanitisers refilling (80% ethanol or 75% isopropyl alcohol based)	Regularly
Seat sanitisers refilling	Regularly
Sanitary bins sanitized	Regularly
<i>Air-freshener Dispensers refilling (readily biodegradable)</i>	Regularly
Soap Dispensers refilling	Regularly
Toilet roll (single ply, virgin paper (not recycled paper), SATMA compliant toilet paper, SABS 648:1980 compliant)	Regularly
Paper Towel Dispensers refilling	Regularly
Wall bins sanitizer	Bi weekly

NB:

- *The supplier shall provide hygiene services for both staff and public in all stations*
- *Contractor shall be responsible for the replacement of any public facilities hygiene equipment stolen/broken on site.*

5. The Staffing Plan and Shift System

5.1. The Staffing Plan and Shift System

The total cleaning Staff/Personnel to be provided in this specification is 5 workers for non-emergency and 10 workers for emergencies.

CONTRACTORS' STAFF UNIFORM TO BE USED ON SITE:

- Prior to commencement of work on site the Contractors' Staff must:
 - Be inducted by the Prasa SHE Department before working on site and in any Prasa site.
 - Have and use all safety and personal protective equipment (PPE) necessary for the task to be performed on site and in the site.

- Conform to the acceptable standards of behaviour and dress appropriately.
- b. Protective Clothing: The contractor shall provide all forms of safety and protective clothing for their personnel. It will be the responsibility of the contractor to ensure that it is worn at all times. The clothing shall also clearly indicate the name of the firm on it in large and clear letters so that the public/staff can clearly identify the firm if needed. Full Personal Protective Equipment (PPE) shall be worn at all times whenever cleaning activities is performed and this shall include, but not be limited to, the following:
 - Safety shoes/boots;
 - Overalls
 - **Facemask (Covid 19 requirements)**
 - Hand hygiene gloves
 - Full length rubber gloves
 - Protective eyewear (*face shields only when performing Horticultural activity*)
 - Protective leg wear (*leggings only when performing Horticultural activity*)
 - Reflector bibs with company name.
 - Rain suits

6. SPECIFICATION FOR HAND TOOLS AND CLEANING APPLIANCES

The contractor shall submit the details of hand tools and cleaning appliances he intend to use for approval of Facilities technical department. The hand tools and cleaning appliances shall be branded and of high quality and specification in general to be followed as below. Facilities technical department may reject the proposed consumable by the contractor and direct contractor a particular item at his discretion, the contractor shall follow the technical officer direction.

- a. Long Handle Brush - Recognised High Quality
- b. Squeegee - Recognised High Quality
- c. Microfiber cloth - (Colour coded cleaning cloths)
- d. Hand brush - Recognised High Quality
- e. Dusters - Recognised High Quality
- f. Gum remover - Recognised High Quality
- g. 500g Industrial Mops - Recognised High Quality
- h. Long handle feather Dusters
- i. Gum remover equipment
- j. Two-way cleaning buckets
- k. Brooms
- l. Step ladders
- m. Garden hosepipe (150m)
- n. Leaf blower

- o. Lawn mower
- p. Dish cloth
- q. Extension cord
- r. Caution / Hazard / Wet Floor Sign
- s. Feather dusters
- t. Brush cutter



- u.
- v. Spray backpack

7. LIST OF CONSUMABLES

- Ammoniated Cleaner
- Ammonia stripper / non-ammoniated stripper
- Heavy duty refuse bags
- All purpose cleaner (for removal of lime and urine deposits on toilet bowls. Thick. Highly foaming. Extremely acidic)
- Toilet scrubber
- Anti-wax
- General degreaser
- Probiotic cleaner
- Floor emulsion polish and wax
- Disposable gloves
- Deep cleaning liquid
- Wood polish
- Window cleaner
- Dishwashing liquid
- Furniture polish
- Mutton cloth
- General disinfectant
- Paper towels and cleaning rags
- Air freshener
- Anti-dust sprays
- Toilet paper SABS approved

8. Specifications of the Work or Products or Services Required

8.1. Description of Service and Frequency

The specification provides for the provision of the following services and service frequency as a minimum contract and COVID 19 requirements. However, the service provider may employ the best innovation and best cleaning methods which will assure the highest level of cleanliness of stations and facilities.

Facility	Areas	Description of Service	Frequency
(MLPS Staff Offices and Messrooms.	Floors, Carpets and Walk-off mats	Sweep with dust mop sweepers	Daily
		Damp mop	Daily
		Scrub with machine and polish	Monthly
		Disinfect the floor surface an EPA (Environmental Protection Agency) registered household disinfectant	Every 3 hourly
		Vacuum all carpeted floors	Daily
		Vacuum walk-off mats	Daily
		Shampoo	Every two months
		Spot cleaning	When requested and as required
		Disinfect the carpet with an EPA (Environmental Protection Agency) registered household disinfectant.	Weekly
		Clean seats, scrub/vacuum	Monthly
	Staff Toilets & Basins	Empty and clean all waste receptacles	Continuously
		Clean and sanitize all toilet bowls, basins and urinals	Continuously
		Clean all mirrors	Daily
		Damp mop with disinfectant	Daily
		Spot clean walls, doors and partitions	Daily
		Replace toilet paper and towel rolls	Continuously
		Replenish hand soap	Continuously
		Basins – wet wipe with hard surface cleaner	Daily
		Disinfect the all toilet bowls, basins and urinals with an EPA (Environmental Protection Agency) registered household	Every 30 minutes
		Basins – remove mineral deposits	Daily
	Kitchen, Boardrooms, Furniture and Lounges	Wash dishes, dry and pack away	Continuously
		Empty and clean all waste receptacles	Continuously
		Clean floors, counters	Continuously
		Polish all wooden furniture	Daily
	Walls, Ceilings, and Paintwork.	Spot clean all low surfaces (finger marks, etc.)	Daily
		Glass walls, doors and light switches	Daily
	Windows and Blinds	Clean wash windows	Weekly
		Blinds – remove dust and Damp wipe	Daily
	Dusting	Dust all areas needed to be dusted (up to 2m)	Alternate days(Preferably Mon, Wed, Fri)

Public Ablution Facilities	Waste Collection and Disposal	High dusting (above 2m)	Weekly
	Whole of Ablution block	Empty and clean all waste baskets, receptacles	Continuously
		Remove all waste to a specified and designated area	Continuously
		Empty and clean all waste receptacles	Continuously
		Clean and sanitize all toilet bowls, basins and urinals	Continuously
		Clean all mirrors	Daily
		Damp mop with disinfectant	Daily
		Spot clean walls, doors and partitions	Daily
		Replace toilet paper and towel rolls	Continuously
		Replenish hand soap	Continuously
		Basins – wet wipe with hard surface cleaner	Daily
Platforms & Railway tracks	Platform areas	Disinfect the all toilet bowls, basins and urinals with an EPA (Environmental Protection Agency) registered household	Every 30 minutes
		Basins – remove mineral deposits	Daily
		Sweep platforms	daily
	Railway tracks. Note: Employees work under protection on tracks and only during the off-peak)	Remove papers and other foreign objects	Continuously
		Sweep the railway tracks.	Every three months
		Remove papers and other foreign objects – Clean the railway tracks up to 200m beyond the edges of both sides of the platforms	daily
		Grass and weeds	Remove Grass and Weed
Station Concourse Area (Including Walls, Ceilings and Paintwork – all around the station)	Glass and Metal Work	Spot clean glass doors	As necessary
		Clean and polish all bright metal fittings	Weekly
	Windows	Clean wash windows	Weekly
	Surfaces	Spot clean all low surfaces (finger marks, etc.)	Daily
	Walls and doors	Glass walls, doors and light switches	Daily
		Disinfect the common surface an EPA (Environmental Protection Agency) registered household disinfectant	Continuous
	Station signage	Spot clean Signage	Weekly
	Waiting benches	Clean benches	Daily
	Air vents	dust and wipe air vents once every two months	Every second Month
Station Entrances, Walkways and Corridors	All areas around entrances, walkways and corridors (Including subways and bridges)	Sweep clean building surrounds.	continuous
		Dust/wipe clean walls.	Weekly
		Wipe clean signs and Lettering.	Daily
		Walk-off matting vacuumed and/or clean	Daily
		Corridors to be swept and auto scrubbed/damp mobbed as required	Daily
	(High touch surfaces include: Tables, doorknobs, light switches, countertops, handles, desks, phones, keyboards, toilets, faucets, sink.	Disinfect the high touch surface an EPA (Environmental Protection Agency) registered household disinfectant	Continuous
		Access areas and concourses to be scrubbed.	Daily
		Air vents: dust and wipe air vents once every two months	Every second Month

		Remove Grass and Weed	Weekly
Waste Collection Facility	<i>Refuse Room and Collection Area</i>	Sort the waste and isolate recyclable waste from disposal waste	Daily
		Coordinate the processes of collection of waste (disposal and recyclable) - Call the collection Company and Maintain Records	Daily and As required
		Wash refuses containers	As required
		Wash floors with chemicals.	Daily
		Disinfect all areas with recommended insecticide and with a EPA (Environmental Protection Agency) registered household disinfectant	Weekly
Storm-water Drainage and Channels	<i>Storm-water drainage channels</i>	Storm water channels must be cleaned and cleared of dirt.	Weekly
Parking Area and Common External Areas of the facility	<i>All common areas and parking</i>	Sweep surfaces	Daily
		Remove Papers, peels, cans/bottles, cigarette butts, leaves, excrement, used and unused condoms, bad smells, stagnant water, dirt bags, rodents, dead animals, overflowing dirt bins.	Daily
		Remove Grass and Weed	Weekly

Facility	Areas	Description of Service	Frequency
Horticulture Activity	<i>The Station precinct areas</i>	Standard Tree Maintenance The feathering up / crown lifting of low hanging branches that may impede staff flow or be a public risk.	Weekly/ As & when required
		Clearing of dead, diseased branches that may cause a risk.	
		Prune branches away from the property line of depot.	
		Clear any branch that may become a risk encroaching over any facilities within the scope range.	
		Shape any tree that may have grown into an unbalanced deformed shape.	
		Contractors will be required to do collecting (clearing, chipping) of all branches, logs and debris from any work site within the Station sites.	Daily/ As & when required
		This also to include the sweeping and raking up of all work sites and leave them in a clean and acceptable state.	
	<i>All Tarred and Paved surface/Platform surface around the Station precinct</i>	Weed eradication on paved surfaces: The contractor shall ensure that all the paved and tarred area are weeded out.	Weekly/ As & when required

		Trimming or pruning of plants and grass. Rehabilitation of gardens (e.g. mulching, soil loosening and related works), as and when required.	Weekly/ As & when required
Hygiene services	<i>Urinal sanitisers refilling, Hand sanitisers refilling, Seat sanitisers, Sanitary bins liners, Sanitary bins sanitisers, Toilet paper; Paper hand towels, Air fresheners refilling; Wall bins sanitisers.</i>	The Contractor shall ensure that the hygiene consumables are always stocked, but not limited to: • Urinal sanitisers refilling, Hand sanitisers refilling, Seat sanitisers, Sanitary bins liners, Sanitary bins sanitisers, Toilet paper; Paper hand towels, Air fresheners refilling; Wall bins sanitisers etc. at all times.	Continuously
		The Contractor shall ensure that all hygiene equipment is clean and free of obstructions	Continuously
		The contractor shall supply and install hygiene equipment for all public ablutions	As and when required
		Disinfect the common surface <i>an EPA (Environmental Protection Agency) registered household disinfectant</i>	As and when required
(COVID-19) Deep Cleaning	<i>Work place Facilities with Suspected/Confirmed Coronavirus Disease 2019</i>	<i>Close off areas visited by the ill persons. Open outside doors and windows and use ventilating fans to increase air circulation in the area. Wait 24 hours or as long as practical before beginning cleaning and disinfection. Cleaning staff should clean and disinfect all areas such as offices, bathrooms, common areas, shared electronic equipment used by the ill persons, focusing especially on frequently touched surfaces.</i>	As and when required

9. Measurement of Performance

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

<u>AREAS</u>	<u>FOCUS CLEANLINESS ITEMS</u>	<u>MEASUREMENT</u>
<u>PLATFORMS:</u>	Papers, peels, cans/bottles, cigarette butts, leaves, excrement, bad smells, stagnant water, dirt bags, leaking sewage, rodents, animals (dead or alive)	0 = NOT APPLICABLE 1 = UNACCEPTABLE (No information at all. Information older than two days) 2 = POOR (Notices are handwritten. Information older than expiry date. Notices are not clearly understandable and not informative.) 3 = GOOD (Minimum of elements present. Obvious sign that the place is cleaned)

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

		4 = EXCELLENT (No litter, extra effort was put in to make the place more attractive.) NOTE: If papers and leaves etc. are present due to wind, it will be taken into consideration.
<u>AUTHORISED VERIFICATION</u> <u>POINTS: ACCESS CONTROL AREAS</u>	Litter and hygiene e.g. paper, peels, cans/bottles, cigarette butts, dust, bad smells, grime, graffiti, water pools, rodents, animals (dead or alive), overflowing bins for defaced tickets.	0 = NOT APPLICABLE 1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect.) 2 = POOR (Has not been swept in the last 8-12 hours. Visible signs of dirt accumulated.) 3 = GOOD (Minimum of elements present or visible signs that the place is maintained.) 4 = EXCELLENT (No litter and an extra effort was put in to make the place look more attractive e.g. floor washed with detergent and / or polished.)
<u>PARKING AND EXTERNAL AREA</u>	Litter and hygiene - Papers, peels, cans/bottles, cigarette butts, leaves, excrement, used condoms, bad smells, stagnant water, dirt bags, rodents, dead animals, hawkers catering food, overflowing dirt bins.	0 = NOT APPLICABLE 1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect.) 2 = POOR (Has not been swept in the last 8-12 hours, some elements like papers, cigarette butts, leaves, condoms, etc.) 3 = GOOD (Minimum of elements present, hardly any litter present.) 4 = EXCELLENT (No litter and extra effort was put in to make the place look more attractive e.g. shaded parking, painted lines etc.) NOTE: If any of the above elements like papers, leaves, etc. is present due to the wind / wind blowing, it will be taken into consideration.
<u>FOYER – STATION FORECOURT AND PARKING AREAS</u>	Litter and hygiene - Papers, peels, cans/bottles, cigarette butts, leaves, water pools or mud, dust, grime, graffiti, leaking sewage, rodents, animals (dead or alive), ticket windows (clean outside), overflowing dirt bins.	0 = NOT APPLICABLE 1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect.) 2 = POOR (Has not been swept in the last 1-2 hours, visible signs of dirt that has accumulated.) 3 = GOOD (Minimum of elements present and obvious signs that the place is maintained.) 4 = EXCELLENT (No litter and extra effort was put in to make the place look more attractive e.g. floor was washed with detergent or polished.)

		NOTE: If any of the above elements like papers, leaves etc. is present due to the wind blowing, it will be taken into consideration.
<u>Horticulture Activities</u>	Overgrown grass, vegetation not removed, overgrown weeds, Garden maintenance overgrown trees	0 = NOT APPLICABLE 1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect.) 2 = POOR (Overgrown grass, vegetation not removed, overgrown weeds, overgrown trees ,Tree cut-off remove, sweep off, and/or clean up debris or waste resulting from vegetation control activity and shall dump such waste 3 = GOOD (Minimum of elements present, hardly any overgrown grass /weeds/trees.) 4 = EXCELLENT (No litter and extra effort was put in to make the place look more attractive e.g. (Tree pruned, No overgrown grass /weeds, No debris /tree cut off on site) NOTE: If any of the above elements like leaves, etc. is present due to the wind / wind blowing, it will be taken into consideration.
<u>HYGIENE SERVICES</u>	Urinal sanitisers refilling, Hand sanitisers refilling, Seat sanitisers, Sanitary bins liners, Sanitary bins sanitisers, Toilet paper; Paper hand towels, Air fresheners refilling; Wall bins sanitisers	0 = NOT APPLICABLE 1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect.) 2 = POOR (Failure to provide Hygiene services in line with the specified frequency will be deemed as a non-compliance) 3 = GOOD (Minimum of elements present, hardly any non-compliances, no failure of availability of supplies at the point of use. 4 = EXCELLENT (No failure of availability of supplies at the point of use and requests for consumable stock to be made timeously) NOTE: If the sanitary disposal certificate is not submitted the sanitary service claims will not be processed.
<u>COVID 19 DISINFECTANT SERVICE</u>	Disinfect frequently touched surfaces, disinfect contaminated surface, disinfect common areas, disinfect floor surface, Disinfect Ablutions, disinfect carpeted area, Disinfect Electronics surface, Disinfection the Train set coach Fogging activity	0 = NOT APPLICABLE 1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect.) 2 = POOR (Failure to provide disinfectants services in line with the specified frequency will be deemed as a non-compliance) 3 = GOOD (Minimum of elements present, hardly any non-compliances, no failure of availability of supplies at the point of use. 4 = EXCELLENT (No failure of executing required service the at the point of use and requests for consumable stock to be made timeously) NOTE: If the Fogging fumigation certificate is not submitted

10. Expectations and Requirements

GENERAL

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

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

OFFICES

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

1. Garbage containers are free of dirt/dust, debris and marks.
2. Floors are free of dirt/dust, debris or stains. Floor finish has depth and shine.
3. Hand soap and paper dispensers are free of dirt/dust, debris and marks and filled with appropriate hand soap and paper product.
4. All carpets are free of dirt/dust, debris and stains.
5. Sinks are free of all dirt/dust, debris and marks.
6. All glass and mirrors are free of dirt/dust, and stains.
7. Windows coverings are free of dirt/dust, and stains.
8. Light fixtures and lenses are free of all dirt/dust and operating properly.
9. Air vents free of dust/dirt, debris and stains.
10. Desks and flat surfaces are free of dirt/dust, debris and stains.
11. Walls, doors, electrical switch plates are free of dirt/dust, debris and marks.

ENTRANCES

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

1. Garbage containers are free of dirt/dust, debris and marks.
2. Floors and steps are free of dirt/dust, debris or stains. Floor finishes shine. Floors free water or any spillage.
3. Tables, chairs and/or benches are free of dirt/dust, debris and stains.
4. All glass and mirrors are free of dirt/dust, and stains.
5. Base boards are free of dirt/dust, build-ups and marks.
6. Window coverings are free of dirt/dust, and stains.
7. Light fixtures and lenses are free of all dirt/dust and operating properly.
8. Air vents are free of dust/dirt, debris and stains.
9. Walls, doors, shelving, lockers and electrical switch plates are free of dirt/dust, debris and marks.
10. Carpets are free of dirt/dust and stains.
11. All entrances are free of broken glasses.

CORRIDORS

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

1. Garbage containers are free of dirt/dust, debris and marks.
2. Floors are free of dirt/dust, debris or stains. Floor finish has depth and shine.
3. Tables, chairs and/or benches are free of dirt/dust, debris and stains.
4. All glass and mirrors are free of dirt/dust, and stains.
5. Carpets are free of dirt/dust, and stains.
6. Base boards are free of dirt/dust, build-ups and marks.
7. Window coverings are free of dirt/dust, and stains.
8. Light fixtures and lenses are free of all dirt/dust and operating properly.
9. Air vents are free of dust/dirt, debris and stains.

Access and Concourse areas

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

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

External Paved and Tarred areas

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

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

Public Ablution Facilities - Toilets

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

1. Public ablution facilities must be kept in a clean and tidy condition and free of bad odour *at all times*.
2. Public ablution Facilities floors to be scrubbed using an approved and environmentally sensitive detergent.
3. There shall an inspection sheet and schedule at each and every ablution facility.
4. Public ablution facilities must be inspected regularly for cleanliness by the cleaning supervisor/staff and quality inspected, **on 30 minutes basis during the peak period** and **hourly during off-peak period**, by the cleaning supervisor of the contracting company.

5. Inspection checklist to include all defects including maintenance defects and these must be elevated to the Area/Depot Manager for maintenance response. Inspection checklist shall be signed-off.
6. The ablution facilities shall be free of graffiti from all tiled and painted surfaces.
7. All public ablution facilities must be free of dirt and litter *at all times*.
8. No plastic bags to be stored in the toilet facilities.
9. **Timed air fresheners** must be cleaned and replenished with air freshener on regular basis; under no circumstance should the timed air fresher be found empty.
10. **Soap dispensers** must be cleaned and replenished with hand soap on regular basis, under no circumstance should the soap dispenser be found empty.
11. **Moist toilet seat wipes holder** must be cleaned replenished with toilet seat wipes on regular basis, under no circumstance should the holder be found empty.
12. **Lockable toilet roll holders** must be cleaned and replenished with quality toilet roll on regular basis; under no circumstance should the toilet roll holder be found empty.
13. **Hand towel holder** must be cleaned and replenished with a hand towel on regular basis, under no circumstance should the hand towel holder be found empty.
14. Waste must be removed on the waste and SHE bins at all times.
15. Mirrors must be cleaned and spotless *at all times*.
16. Condom holders must be cleaned and spotless *at all times*.

Access Control Cubicles

Requirements: Access Control Areas will be maintained as required.

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

Station Precinct offices

The office will be maintained as follows:

1. Reception area/foyer- must be kept spotless clean at all times, free from dust.
2. Scrub and thoroughly clean the kitchen with appropriate chemicals and equipment suitable to remove grease in all areas including all items within the kitchen.

3. Ablution facilities must be kept in a clean and tidy condition and free of bad odour *at all times*. **Timed air fresheners** must be cleaned and replenished with air freshener on regular basis, under no circumstance should the timed air fresher be found empty.
4. **Soap dispensers** must be cleaned and replenished with hand soap on regular basis; under no circumstance should the soap dispenser be found empty.
5. **Moist toilet seat wipes holder** must be cleaned replenished with toilet seat wipes on regular basis, under no circumstance should the holder be found empty.
6. **Lockable toilet roll holders** must be cleaned and replenished with quality toilet roll on regular basis, under no circumstance should the toilet roll holder be found empty.
7. **Hand towel holder** must be cleaned and replenished with a hand towel on regular basis; under no circumstance should the hand towel holder be found empty.
8. Waste must be removed on the waste and SHE bins at all times.
9. Mirrors must always be cleaned and spotless.
10. Carpets must be clean and stain free.
11. Seats (upholstery/Velvet) must be clean and stain free.
12. Tables must be dirt free
13. Glass doors/sliding door must be spotless clean

Cleaning at Heights - Above 2.4m

To provide cleaning services for both internal and external windows and any other surface above 2.4 meters.

NB: BIDDER TO MAKE PROVISION FOR REQUIRED EQUIPMENT, SAFETY LADDERS, HARNESES, CHERRY PICKERS, ETC IN ORDER TO CLEAN THESE WINDOWS – TAKE NOTE IN SITE INSPECTIONS OF WHAT YOU REQUIRE TO PERFORM THIS TASK

The service provider shall ensure the following:

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

Showers and change rooms

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

1. Garbage containers are free of dirt/dust, debris and marks.
2. Floors are free of dirt/dust, debris or stains. Floor finish has depth and shine
3. Hand soap, feminine hygiene and paper dispensers are free of dirt/dust, debris and marks and filled with appropriate hand soap and paper product.
4. Tables, chairs and/or benches are free of dirt/dust, debris and stains.
5. All glass and mirrors are free of dirt/dust, and stains.
6. Base boards are free of dirt/dust, build-ups and marks.

7. Lockers are free dirt/dust, build ups and marks
8. Window coverings are free of dirt/dust, and stains.
9. Light fixtures and lenses are free of all dirt/dust and operating properly.
10. Air vents are free of dust/dirt, debris and stains.
11. Desks and flat surfaces are free of dirt/dust, debris and stains.
12. Walls, doors, electrical switch plates are free of dirt/dust, debris and marks.
13. Hand basis, partitions, piping, toilets, urinals, floor drains, are free of dirt/dust, debris, marks and stains and sanitized daily.
14. Washrooms are spot-checked for cleanliness and vandalism as well as re-stocked as needed. Corrections made as needed after every hour.

Station platforms and rail track areas

Requirements: Station platforms and railway track areas within the precinct will be maintained as required.

1. Platform surfaces to be swept and scrub and are free of dirt.
2. Scrubbing of platforms to be carried off peak, unless otherwise instructed *in writing* by the Station Manager.
3. Using of hose pipes are not allowed, contractor is to familiarize himself/herself with new water restrictions and consultant with the Facilities Department on this decision. The hosing can only be done with consultation and agreement with the Facilities Department for that particular instance.
4. All platforms within the station precinct must be free of dirt, litter grass and weeds at all times.
5. The cleaning of tracks must be done during the off-peak and *under strict safe operating condition*. This work can **ONLY be done under PROTECTION** by Flagmen or Flag-women.
6. All tracks within the station precinct must be free of dirt, litter or any spillages.
7. All tracks must blow clean with a power blower regularly and the litter picked up immediately and put into refuse bags.
8. No plastic bags to be stored on the platform or the rail track. These will only be stored in a place to be agreed upon between the contractor and the Facilities Department.
9. All areas shall be free of grass and weed.

Subways, stairs and all access ways

Requirements: Subways and stairs will be maintained as required.

1. Floors to be scrubbed using a strong surface cleaner.
2. Walls to be scrubbed down and are free of dirt.
3. Stairs and floors to be swept regularly and as per arrangement and approval are hosed as and when required.
4. Storm water channels are not blocked and are free of foreign objects
5. Foot path (access to the station) to be kept clean *at all times*.

6. Subways must be free of dirt and litter *at all times*.

7. No plastic bags to be stored in the subways.

Parking Areas

Requirements: Parking areas must always be kept free of:

1. Papers, peels, cans/bottles, cigarette butts, leaves, excrement, used and unused condoms, bad smells, stagnant water, dirt bags, rodents, dead animals, overflowing dirt bins.
2. All areas shall be free of grass and weed.

Others

- a) **Basins** – wet wipe with hard surface cleaner, remove mineral deposits, fill liquid soap holders and paper hand towel dispensers when needed.
- b) **Blinds** – vertical: remove dust. Horizontal: damp wipe.
- c) **Carpets** – vacuum – high traffic and low traffic. Remove spots and stains as necessary. Interim clean as required. Restorative clean as required.
- d) **Ceilings** – dust and wipe air vents once every two months.
- e) **Chairs** – cloth: vacuum, spot clean as necessary and shampoo as required. Vinyl and leather – dust, daily and damp wipe fortnightly.
- f) **Desks** – natural, unsealed woods – dust. Sealed wood – polish. Scaled wood/glass/Formica – dust or damp wipe daily and polish weekly.
- g) **Doors** – remove finger-marks on glass and push plate's daily, dust or damp wipe monthly and damp wipe door handles weekly.
- h) **Electrical Equipment** – dust daily, damp wipe weekly. Wet wipe and rinse inside surfaces of microwaves weekly or as necessary.
- i) **Mirrors** – in washrooms – wet wipe and dry daily or as necessary. Ornamental – use glass cleaner weekly.
- j) **Ovens/Stoves** – wet wipe hot plates with hard surface cleaner daily or as necessary. Use caustic aerosol spray on emulsified oven surfaces monthly.
- k) **Radiators / Aircon** – dust and damp wipe.
- l) **Refrigerators** – damp wipe top daily, damp wipe doors and sides daily.
- m) **Rubbish Bins** – empty and damp wipe daily and remove stains and disinfect weekly, or as necessary.
- n) **Shelves** – dust those that are empty weekly and damp wipe when shelves are cleared as required.
- o) **Sinks** – wet wipe as necessary daily
- p) **Skirting** – Wet wipe with hard surface cleaner weekly and remove stains and/or marks when necessary.
- q) **Tables** – in canteens wet wipe daily, other areas as for desks.
- r) **Taps** – wet wipe with hard surface cleaner daily and remove mineral deposits monthly.
- s) **Telephones** – dust and damp wipe with disinfectant weekly.
- t) **Floors: Resilient**

- a. **High Traffic** – remove dust with mop – or disposable cloth sweeper three times weekly. Damp mop for soilage as necessary. Spray clean or burnish using a mechanized system three times weekly. Light scrub and apply maintenance coat as necessary. Strip clean and reseal as required.
- b. **Low Traffic** – remove dust with mop or disposable cloth sweeper daily. Damp mop for soilage as necessary. Spray clean or burnish using mechanised system weekly. Light scrub and apply maintenance coat as necessary. Strip clean and reseal as required.
- u) **Toilet** – ensures usability (report faults to ticket office) and replenishes consumables (toilet paper) daily. Remove spoilage from bowl and under flush rim with hard surface cleaner and a brush daily, and as necessary. Remove mineral deposits monthly. Wet wash seat and lid, cistern and pipes etc. daily, and as necessary. Disinfect all components daily. Wet wipe doors and walls twice weekly or as necessary.
- v) **Urinals** – remove litter as necessary. Wet wipe with hard surface cleaner or disinfectant daily. Wet wipe and dry wipe flushing mechanisms daily. Mop step and/or floor at urinal with disinfectant as necessary. Remove mineral deposits from gullies and drains monthly.
- w) **Walls/Window sills** – Spot clean as necessary. Wet wipe and dry washable surfaces twice annually.

Horticulture services

1. The cleaning contractor shall be responsible for horticultural service within 10m around Station precinct i.e. areas in the station precinct.
2. Standard Street Tree Maintenance Scope if the work to be done is:
 - The feathering up / crown lifting of low hanging branches that may impede staff flow or be a public risk.
 - Clearing of dead, diseased branches that may cause a risk.
 - Prune branches away from the property line of Station.
 - Clear any branch that may become a risk encroaching over any facilities within the scope range.
 - Shape any tree that may have grown into an unbalanced deformed shape.
 - Contractors will be required to do collecting (clearing, chipping) of all branches, logs and debris from any work site within the Prasa Cres sites. This also to include the sweeping and raking up of all work sites and leave them in a clean and acceptable state. This work of clearing branches, logs and debris will be in station, where tree pruning operations have been carried out.
 - Contractors will be responsible for provision of all transport for their workers / employees to all stipulated work sites.
 - Any work undertaken by the contractor that is not stipulated in the tender must in the first instance be discussed and agreed to in writing with the delegated Prasa Cres Project Manager.
 - Weed eradication on paved surfaces: The contractor shall ensure that all the paved and tarred area are weeded out.
3. Maintenance of gardens shall comprise of:
 - Removal of weed (or unwanted vegetation as shall be confirmed by Environmental Department),
 - Trimming or pruning of plants,
 - Rehabilitation of gardens (e.g. mulching, soil loosening and related works), as and when required.

12. Special Conditions of Contract

- a. The performance of the contractor ***shall be evaluated and assessed on month to month basis*** and may be terminated on the ground of poor performance and/or non-responsiveness.
- b. Either party may terminate the Contract by given another party a 30-calendar day written termination notice.
- c. The Contractor shall undertake to provide and use ***Totally Degradable Plastic Refuse Bags (TDP)*** for daily refuse collection.
- d. The Contractor shall undertake to provide and use environmentally friendly (SABS approved) products/detergents/material as required by PRASA.
- e. The Contractor shall report all personnel shortages to Prasa Cres Representative and provide replacement staff:
 - Personnel shortages must be reported prior to the commencement of any duty shift, or if such shortages only come to light during a shift, such shortage must be reported within 15 (fifteen) minutes of the *Contractor* becoming aware of such shortage. Replacement staff must be delivered to site within 2 hours of the shortage being reported to Prasa Cres.
- f. The Contractor shall be responsible for the efficient performance of the Contract and for the good conduct of his/her employees whenever they carry out cleaning works at the stations.
- g. The Contractor shall always maintain contracted number of cleaners to properly fulfil his/her obligation under this Contract.
- h. The Contractor's employees shall always be properly supervised by a supervisor(s) employed for this purpose by the Contractor.
- i. The Contractor shall provide clean and tidy uniforms by the Contractor for all his/her employees. The uniform must be worn by all employees who are engaged to carry out the works under this Contract.
- j. The Contractor employees cleaning PRASA depots under this Contract shall be identifiable (ID) with appropriate Company's badge and access card displayed all the time with the following information on it;

- The photo of the employee
 - The Name of the Employee
 - The position he or she occupies
 - The Name of the Cleaning Company
 - The Number of the Site Access operating under
 - The Name of the Station of deployment.
- k. PRASA reserves the rights to monitor time and attendance of the Contractor's employees as well as to give working instruction directly to the Contractor's employees if in the opinion of PRASA this is necessary. This will be done through a dedicated Contracts Manager.
- l. The Contract shall put in-charge a sound knowledgeable and experience Supervisor, in charge of daily operations of cleaning team. These personnel shall be strong in supervisory and communication skill, initiative, enthusiastic and reliable. The Supervisor may be required to perform duties outside normal working hours and be reachable all the time.
- m. All Cleaners should be trained to be observant, keen, alert, efficient, willing and pleasant. On job work observation must be performed by Supervisor on an ongoing basis to ensure that cleaners perform the duties and responsibilities consistently above expectation.
- n. The Contractor ***shall perform cyclic or ad-hoc deep cleaning*** of the station and the facilities to enhance the level of cleanliness.
- o. The Contractor shall provide all necessary machinery, tools and materials for the proper execution of the work. Such machinery and materials shall be of a high standard and suitable for use in the station environment.
- All electrical and non-electrical operated equipment should be SABS approved
 - The Contractor shall supply its own cleaning equipment and chemicals at their own cost.
 - The Contractor shall maintain and ensure availability of Material Safety Data Sheets (MSDS) to be available.
 - All cleaning material approved by the client shall always be available for execution of work.
 - PRASA shall ensure availability of supply point for water supply and electricity, in the event where the water supply is disrupted or PRASA runs out of water the service provider \needs to provide alternative means to get water to ensure all facilities are kept cleaned.
 - All safety precautions stipulated by the client shall be strictly adhered to.

13. DEFAULT

If the Contractor:

- a. Abandons the work, site and this contract for whatever reason;
- b. Repeatedly fails to execute the service in accordance with this contract and PRASA has issued three (3) notices of default/breach calling upon the Contractor to rectify such breach with seven (7) days of the notice;

Then PRASA shall be entitled to terminate the contract by giving the Contractor Seven-day notice of termination of contract. The contract would therefore automatically terminate at the end of the notice period and Contractor will be required to vacate all PRASA premises without delay.

INSPECTION AND REJECTION

All services performed under this Contract shall be subject, before payment, to inspection by PRASA delegated Contract's Manager who may withhold payment when in his/her opinion any services have not been performed in accordance with the requirement of the Contract.

14. SAFETY AND HOUSEKEEPING

- 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.
- The Contractor ***shall submit a Health & Safety Plan 1 weeks before commencement***, which will include Risk Assessment with proposed work method and request for approval for site access (for PRASA CRES's approval). Only when approval is granted shall the Contractor be granted access to the site for the duration of the contract. ***Please the attached Contractor Safety Checklist.***
- Good safety and housekeeping practices shall be entrenched in working methods and practices.
- Compliance with Environmental, Health and Safety Regulations as well as any such regulation prescribed by PRASA. It is the Contractors responsibility to know and understand them properly.
- Regular and routine or ad-hoc inspections of compliance with safety and housekeeping shall be undertaken and all necessary correction actions immediately implemented.

15. MAINTENANCE RECORDS AND REPORTING

- The **CONTRACTOR** shall ensure that ***proper records of equipment, consumables, toilet paper consumption; inspection lists and staff attendance registers are maintained***. These records must in the station/ticket office and made available on request.

- The **CONTRACTOR** shall ***produce monthly reports*** indicating the daily resource deployment for the month, ad-hoc costs, and costs depicting the monthly contract fee, consumable allocation per facility with costing, walk-about findings, non-conformances and all actions taken.
- 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.
- Control Documents: Control documents shall be placed at the Station Office to confirm that all activities have been carried out as per specifications. These documents are to be signed by the Contractors' cleaning staff daily and must accompany the payment invoice each month. This is to enable IPMS to determine the details of the cost drivers for this critical function at stations.
- The Contractor shall also provide the Station Office with documentation indicating the daily activities, i.e. starting, tea, lunch and finishing time, of the cleaning staff.
- Checking or inspection schedules to be always signed and placed at the Ticket office.
- The Contractor shall comply strictly with requirements for the Cleaning of the Railway Tracks between platforms at each station. The tracks and railway operating tunnel shall only be cleaned during the operating off-peak period during weekdays. This requirement will not apply to weekends and public holidays. The track cleaning shall be done **UNDER PROTECTION** and with approved Health and Safety Plan.
- The Contractor shall ensure full compliance with all applicable Statutory Regulations of the industry. The following Specific Legislative Requirement will be strictly complied with;
 - The Basic Conditions of Employment Act 1997 (Act no 75 of 1993)
 - The Labour Relations Act, 1995 (Act no 66 of 1995)
 - The Occupational and Safety Act, 1993 (Act no 85 of 1993)
 - The National Environmental Management Act (Act no 107 of 1998)
 - National Railway Safety Regulator Act (16/2002).
 - Disaster management Act (no 27/2002)

16. Rates of Wages and Payment of Wages

- a. The minimum wages considered for the purpose of this tender shall be as per the latest updated notification/ circular of the gazetted labour rate issued by Department of Labour, and that will be taken into consideration at the evaluation stage.*
- b. The contractor shall pay the staff and labour as per this notification/circular. However, if the new notification/circular is issued by the concerned authorities for revision of minimum wages during the current or before finalization of the contract, the Service provider shall be bound to implement the same immediately.*
- c. Prasa as a State-Owned Enterprise has an obligation to uphold the laws and regulations as stated by Government. Prasa Cres reserve the right to audit the wages of contractor's cleaning staff to verify that the contractor is complying with the Labour rates as and when it deems necessary to do so.*

17. Labour Law & Obligation of Contractor

In dealing with labour and employees, the Contractor shall comply fully with all laws and statutory regulations pertaining to engagement and payment. Some of the obligations of the contractor are as below for the guidance of contractor.

- a. Payment of wages must be made by no later than the 7th of every month through bank only and same shall be submitted by the nominated representative of contractor and verified by Prasa Cres Facilities in the compliance of Minimum wages Act.
- b. Providing First Aid facilities to contract workers at work sites.
- c. Maintain Register of workers employed and shall ensure that all the workers sign on /off daily in the Prasa Cres Supervisors office without failure.
- d. Issue employment card to contract workers.
- e. To provide all personal protection equipment at its own cost.

18. Safety Check list

The purpose of this checklist is to guide the contractors and their sub-contractors as to what documents are required for them to prepare a safety file that must be issues to PRASA Cres Regional Departments or Head Office for evaluation before a site access is issued. This checklist was revised to cater for COVID-19 requirements.

Name of the Contractor:

Project:

Safety File Assessor and Date:

#	Requirement(s)	Compliance Status (Yes / No)	Comment(s)
1	Scope of works and Project Duration		
2	Notification to DOL (If applicable and as defined in the 2014 Construction Regulations)		
3	Registration of the project with DOL for the construction permit if the total project value is -more than R45 Million (If applicable and as defined in the 2014 Construction Regulations)		
4	Valid Letter of Good Standing		
5	Employee List and Certified Copies of their Identity Documents (RSA Citizens) or Passports and Work Permits for foreign Nationals. Employee register to include home address; Contact Numbers; Residential Address; Name of Next of kin with Contacts		
6	Approved Organizational Structure		
7	Approved S/HE Policy		
8	Approved COVID 19 Policy / Declaration		
9	Approved S/HE Plan		
10	Risk Assessments for the projects as per project scope approved by the Risk Assessor and they should cover COVID 19 related risk and mitigation measures.		

#	Requirement(s)	Compliance Status (Yes / No)	Comment(s)
11	Proof of medical fitness of employees who will be working on the project, from an Occupational Health Practitioner not a General Practitioner (Provide completed Annexure 3 of the Construction Regulations).		
12	Statutory Appointments including competency certificates and CVs e.g. First Aider, SHE Officer, etc. (Signed by the appointer and accepted by appointee's include CV's and competency certificates)		
13	Tool inspections Checklists and Register		
14	PPE Matrix and Records include COVID 19 PPE Requirements when necessary.		
15	Safe Working Procedures or Method Statements for the scope of work. The following should also be included: - Waste management protocols - Incident reporting procedure. - Emergency procedures - COVID 19 case handling		
16	Tool box Talks Templates and contractor's induction material		
17	Equipment Maintenance (Calibrations, Safe Working load certificates and Decontamination or Sanitation Records etc) if applicable		
18	Chemicals substances list; MSDSs for chemicals to be used (14 point format) including Proof of training on MSDS if applicable.		
19	Excavation plan (when applicable)		
20	Scaffolding plan (when applicable)		

#	Requirement(s)	Compliance Status (Yes / No)	Comment(s)
21	Declaration of Sub-contractors (when applicable)		
22	Proof of Third Party Liability Cover (Not older than 1 year)		
	Conclusion / Statement of Compliance		

Note:

- Contents of the file to be overseen by the SHE Coordinator of the Department
- This document should be used as the standard guideline and all contractors should comply with this guideline
- It is the responsibility of the SHE Coordinator to ensure that all required documents are on file prior to approval.
- It is the responsibility of the Department that is overseeing the whole contract process to ensure that
 - A safety file is implemented at the site where the contractor works,
 - **No contractor's duties are to commence without this file being approved.**
 - The scope of work is discussed with the risk department. This is to ensure that all special details and requirements are addressed when compiling this file.
- The approved file will be kept at the appointed Prasa Cres supervisor over the contractor for the duration of the project.
- For record keeping after the end of project. The file must be filed with the IRM of the department.
- This file should always be readily available.

The contractor must implement a SHE is working file where all records generated during the project will be filed. This file must always be available on site. The file will include, SHE Related records, Records of communication with the Client (Prasa Cres), toolbox talks, Inspections, risk assessments, etc.

- The risk department, Prasa management and or representatives has the right to request and:
 - Inspect the contractor documents at any given time and
 - Stop the work if he or she finds it necessary or is convinced that Safety, Health, and Environment is compromised.

19. NON-COMPLIANCE TO SPECIFICATION

Penalty for poor quality of work shall be imposed subject to non-compliances of the contractor. The decision regarding Penalty & Imposing Penalty shall be of **Prasa Cres**. This is in addition to the proportional amount to be deducted for non-completion or not carrying out the work.

- a. If a Team Leader or Supervisor, cleaning staff are, found absent or short, a deduction at the rate of equivalent to **daily wage per employee shall be implemented**.
- b. If during inspection, the workers are not found in uniform, a penalty of **R 200.00** per employee per day will be imposed.
- c. If during inspection, the workers are not found in proper PPE (Personnel Protective Equipment) a penalty up to **R 200.00** per employee per day shall be imposed.
- d. In the case of unavailability of proper chemicals for described usage, a penalty of up to **R 500.00** per day shall be imposed.
- e. In the case of unavailability of Hygiene services and disposal for described usage, a penalty of up to **R 500.00** per day shall be imposed.
- f. In the case of unavailability or use of improper hand tools and equipment e.g. mops, duster, sweeper scrubber, carpet deep cleaning machine, leave blower and vacuum cleaner etc. a penalty of **R 500.00** per incident per day shall be imposed.
- g. In the case where the contractor at the prescribed site does not do disposal of cleaning waste, a penalty of **R 500.00** per incident shall be imposed.
- h. In the case where contractor's employees embark on a strike, a penalty of **R 1 000.00 per Station** shall be imposed.
- i. In the case of unavailability of consumables, e.g. Toilet paper, Room Freshener, Liquid Hand Wash etc. a penalty of **R 200.00** per incident shall be imposed.
- j. In the case where the toilet(s) are found smelling bad, not spot cleaned, no signed inspection checklist and toilets are dirty, a penalty of **R 500.00** per incident shall be imposed.
- k. In the case the removal of vegetation and/or tree pruning not done by the contractor at the prescribed schedule, a penalty of **R 500.00** per incident shall be imposed.
- l. In the case where the removal of **weeds removal** is not done by the Contractor at the prescribed site, a penalty of **R 500.00** per incident shall be imposed.
- m. In the case **deep cleaning services** not done as per the specification, a penalty of **R 1 000.00** per incident shall be imposed.
- n. In the case where **Covid-19 disinfectant services** are not done as per specification, a penalty of **R 1 000.00** per incident shall be imposed.

20. Contractor non-compliances

- a. All contractor non-compliances shall result in penalties.
- b. All non-compliances amount shall be deducted in the invoice of the non-compliances period.
- c. The contractor shall always ensure compliance to Prasa Cres cleaning specification failure to comply will result in non-compliances penalties.
- d. The *Contractor* shall: - ensure that all cleaning equipment used in the provision of the *Service* are in good working condition with no parts missing; inspect the cleaning equipment to ensure compliance with this responsibility; repair or replace all cleaning equipment to the extent required to comply with the responsibilities stipulated in this Agreement.
 - o No incident of failure to comply with this responsibility and/or Service Level may be determined during the period of this contract.
- e. The *Contractor* shall, at its own cost acquire, maintain, replace and/or replenish all cleaning equipment required to provide the *Service*.
 - No incident of failure to comply with this responsibility may be determined during the period of this contract.
- f. Failure to deep clean office chairs, couches and carpets shall result in non-compliance.
- g. Failure to deep clean toilets and showers shall result in non-compliance.
- h. Failure to ensure non-slippery floor finishing shall result in non-compliance.

Guidelines for variations

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

21. SCHEDULE OF QUANTITIES AND RATES/PRICES

Potchestroom and Klerksdorp Stations

Item	Description	Item	Unit	Unit	Year 1	Rate	Year 2
							Rate
1	Cleaning Material, Hygiene and consumables	Material	Daily consumption per Station	Daily consumption per Station			
2	The Service Provider is to tender their total cost per hour on site per Cleaner during Normal working hours (06:00 – 18:00) . This cost shall exclude material, which has previously been dealt with in this schedule.	Cleaner	Rate/hour	1 hour			
3	The Service Provider is to tender their total cost per hour on site per Cleaner during Saturdays, Sunday including Public holidays (06:00 – 18:00) . This cost shall exclude material, which has previously been dealt with in this schedule.	Cleaner	Rate/hour	1 hour			
4	Travel cost	Rate/km (Rands/Kilometre)					
5	Safety File (Once off annually)	Once off				R6 000,00	R6 000,00
Sub-Total							
Add VAT @15%							
Total Incl Vat							

- NB:**
- **Bidders are required to submit proof of residence (NOT OLDER THAN 3 MONTHS), as preference will be first given to Bidders residing in DR. Kenneth Kaunda District Municipality then other neighbouring District and or Local Municipalities.**
 - **The contractor shall submit the safety file within 1 week of commencement of work on site.**
 - **Contractor shall provide all his employees with full PPE i.e. Safety boots, overall, gloves, reflectors, etc.**
 - **Contractor shall supply all material as listed in the specification.**
 - **Please note specified working hours when pricing for labour.**
 - **It is the responsibility of the Bidders to verify the current labour rate with the relevant government department for the specific region.**

22. SCHEDULE OF QUANTITIES AND RATES/PRICES

Bloemhof and Christiana Stations

Item	Description	Item	Unit	Unit	Year 1	Rate	Year 2
							Rate
1	Cleaning Material and consumables	Material	Daily consumption per Station	Daily consumption per Station			
2	The Service Provider is to tender their total cost per hour on site per Cleaner during Normal working hours (06:00 – 18:00) . This cost shall exclude material, which has previously been dealt with in this schedule.	Cleaner	Rate/hour	1 hour			
3	The Service Provider is to tender their total cost per hour on site per Cleaner during Saturdays, Sunday including Public holidays (06:00 – 18:00) . This cost shall exclude material, which has previously been dealt with in this schedule.	Cleaner	Rate/hour	1 hour			
4	Travel cost	Rate/km (Rands/Kilometre)					
5	Safety File (Once off annually)	Once off			R6 000,00		R6 000,00
Sub-Total							
Add VAT @15%							
Total Incl Vat							

NB:

- **Bidders are required to submit proof of residence (NOT OLDER THAN 3 MONTHS), as preference will be first given to Bidders residing in Dr Ruth Segomotsi Mompoti District Municipality then other neighbouring District and or Local Municipalities.**
- **The contractor shall submit the safety file within 1 week of commencement of work on site.**
- **Contractor shall provide all his employees with full PPE i.e. Safety boots, overall, gloves, reflectors, etc.**
- **Contractor shall supply all material as listed in the specification.**
- **Please note specified working hours when pricing for labour.**
- **It is the responsibility of the Bidders to verify the current labour rate with the relevant government department for the specific region.**

23. SCHEDULE OF QUANTITIES AND RATES/PRICES

Taung Station

Item	Description	Item	Unit	Unit	Year 1	Rate	Year 2
							Rate
1	Cleaning Material and consumables	Material	Daily consumption per Station	Daily consumption per Station			
2	The Service Provider is to tender their total cost per hour on site per Cleaner during Normal working hours (06:00 – 18:00) . This cost shall exclude material, which has previously been dealt with in this schedule.	Cleaner	Rate/hour	1 hour			
3	The Service Provider is to tender their total cost per hour on site per Cleaner during Saturdays, Sunday including Public holidays (06:00 – 18:00) . This cost shall exclude material, which has previously been dealt with in this schedule.	Cleaner	Rate/hour	1 hour			
4	Travel cost	Rate/km (Rands/Kilometre)					
5	Safety File (Once off annually)	Once off				R6 000,00	R6 000,00
Sub-Total							
Add VAT @15%							
Total Incl Vat							

NB:

- **Bidders are required to submit proof of residence (NOT OLDER THAN 3 MONTHS), as preference will be first given to Bidders residing in Dr Ruth Segomotsi Mompati District Municipality then other neighbouring District and or Local Municipalities.**
- **The contractor shall submit the safety file within 1 week of commencement of work on site.**
- **Contractor shall provide all his employees with full PPE i.e. Safety boots, overall, gloves, reflectors, etc.**
- **Contractor shall supply all material as listed in the specification.**
- **Please note specified working hours when pricing for labour.**
- **It is the responsibility of the Bidders to verify the current labour rate with the relevant government department for the specific region.**