



prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: [HO/CRES/CAM/02/06/24]

REQUEST FOR QUOTATION (RFQ) REQUEST FOR QUOTATION (RFQ) TO APPOINT CONTRACTOR TO PROVIDE MAINTENANCE OF AIR CONDITIONER UNITS AT CAMPUSES BUILDINGS (UMJANTSHI HOUSE, SHOSHOLOZA MEYL JUNCTION AND GAUTENG NERVE CENTRE) AS AND WHEN REQUIRED FOR A PERIOD 12 MONTHS.

SECTION 1: SBD1**PART A INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PASSENGER RAIL AGENCY (PRASA)**

BID NUMBER:	HO/CRES/CAM/02/06/24	CLOSING DATE:	20 June 2024	CLOSING TIME:	12:00 NOON
DESCRIPTI ON	REQUEST FOR QUOTATION (RFQ) TO APPOINT CONTRACTOR TO PROVIDE MAINTENANCE OF AIR CONDITIONER UNITS AT CAMPUSES BUILDINGS (UMJANTSHI HOUSE, SHOSHOLOZA MEYL JUNCTION AND GAUTENG NERVE CENTRE) AS AND WHEN REQUIRED FOR A PERIOD 12 MONTHS.				
BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT <i>(STREET ADDRESS)</i> : UMJANTSHI HOUSE 30 WOLMARANS STREET BRAAMFONTEIN JOHANNESBURG HELPDESK SCM TENDER OFFICE GAUTENG HEADOFFICE					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Winnie Mputle				
TELEPHONE NUMBER	011 085 7426				
E-MAIL ADDRESS	wmputle@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.....
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?			<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE 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 HO/CRES/CAM//02/06/24** 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 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.

3 BIDDERS COMPLAINTS PROCESS

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

3.1.1 Bid/Tender Description

3.1.2 Bid/Tender Reference Number

3.1.3 Closing date of Bid/Tender

3.1.4 Supplier Name;

3.1.5 Supplier Contact details

3.1.6 The detailed compliant

4 LEGAL COMPLIANCE

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

5 CHANGES TO QUOTATIONS

Changes by the Respondent to its submission will not be considered after the closing date and time.

6 PRICING

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

7 BINDING OFFER

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

8 DISCLAIMERS

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

- Modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein.
- Reject Quotations submitted after the stated submission deadline or at the incorrect venue.

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, PRASA reserves the right to cancel the contract.

PRASA reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another Respondent.

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

9 LEGAL REVIEW

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

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. PRASA is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

11 PROTECTION OF PERSONAL DATA

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

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

12 EVALUATION METHODOLOGY

PRASA will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required:

EVALUATION CRITERIA	WEIGHTING
Stage 1 – Compliance	
Stage 1A	Mandatory Requirements
Stage 1B	Non-Mandatory Requirements
Stage 2	
Technical/Functional Requirements	Threshold of 70%
Stage 3	
Price	80
Specific Goals	20
TOTAL	100

13 ADMINISTRATIVE RESPONSIVENESS

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

14 VALIDITY PERIOD

- 14.1 PRASA requires a validity period of **60 Business Working Days** from the closing date.
- 14.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the delegated authority has approved the process the validity of the successful respondent(s)' bid will be deemed to remain valid until finalization of the award.),

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

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

16 RETURNABLE DOCUMENTS

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

15.1. Mandatory Returnable Documents

Failure to provide 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 documents are returned with their Quotations.

SECTION 3

1 EVALUATION CRITERIA:

Bidders are to comply with the following requirements and failure to comply may lead to disqualification.

Stage 1A – Mandatory Requirements

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

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

No.	Description of requirement	Tick
a)	Complete BOQ/ Price Schedule must be fully completed.	
b)	Completion of ALL RFQ documentation (includes ALL declarations)	
c)	Joint Venture, Consortium Agreement or Partnering Agreement signed by all parties. The agreement should indicate the leading bidder where applicable. Note: SDB 4 must be signed by all the members of the Joint Venture or Consortium.	
d)	Bidders to fill and sign the correct closing/submission register on submission of tender documents.	
e)	Active CIDB grading level of 3ME or Higher (JVs must provide a joint CIDB grading certificates) (Bidder to ensure that their CIDB status is active on the system throughout the validity of the tender	

Stage 1B – Non-Mandatory Requirements

If you do not submit/meet the following non-mandatory documents/requirements, PRASA may request the bidder to submit the information within five (5) working days.

No.	Description of requirement	
a)	Letter of Good Standing: COID.	
b)	Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin	
c)	CSD supplier registration	
d)	Draft Contract	

2.1 Stage 2

Technical / Functionality Requirements

Scoring of Functionality:

The minimum threshold for the Technical/functionality criteria is **(70%)** and bidders who score below this minimum will not be considered for further evaluation in terms of price and Specific Goals.

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

ITEM	CRITERIA	WEIGHT
1	Company Experience	40
2	Key Personnel Experience	40
3	Methodology	20
	TOTAL	100

Detailed Technical / Functionality Requirements

14. TECHNICAL EVALUATION CRITERIA

The minimum threshold for technical requirements is 70%.

1. COMPANY'S EXPERIENCE

Bidders should indicate relevant experience of previous work done in the last 10 years. Only contracts /projects with a minimum value of R 1 000 000 will be considered.

<u>Evidence required:</u> The bidders are to submit the following documents: <ul style="list-style-type: none">• Provide appointment letter / purchase order / signed contract document.• Provide reference letter / Completion Certificate corresponding to the appointment letter / Purchase Order/ Contract document provided. The reference letter indicates the following: company name, contact person	5 Points: Successfully completed 5 or more projects. 4 Points: Successfully completed 4 projects. 3 Points: Successfully completed 3 projects. 2 Points: Successfully completed 2 projects. 1 Point: Successfully completed 1 project. 0 Points: No Submission or irrelevant submission	<u>40%</u>
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<p>and confirmation that work was completed.</p> <ul style="list-style-type: none"> • One of the provided documents must indicate the value of the contract. • Both documents shall be on the company's letterhead and from the same company. • Points will be awarded only if both documents are submitted. 		
<p>2. <u>KEY PERSONNEL EXPERIENCE</u></p> <p>Years of experience of key personnel to be directly responsible for implementation of this contract.</p> <p>Provide CV's and certified certificates of key personnel. Key skilled personnel will be required.</p> <p>Please note that the key personnel submitted will be the personnel required to execute the works for the duration of the contract.</p>		
<p>Qualified Technician in Mechanical Engineering with relevant experience (Qualifications are National Diploma, B-Tech Degree or Higher)</p>	<p>5 Points: 15 years or higher experience with relevant certification provided.</p> <p>4 Points: 14 years experience with relevant certification provided.</p> <p>3 Points: 11 to 13 years experience with relevant certification provided.</p> <p>2 Points: 8 to 10 years experience with relevant certification provided.</p> <p>1 Point: 5 to 7 years experience with relevant certification provided.</p>	<p><u>20%</u></p> <p><u>40%</u></p>

	0 Points: No submission or irrelevant submission		
Qualified Semi - Skilled Artisan with relevant experience. (Qualifications are: Red Seal Certificate in Mechanical Maintenance or higher)	5 Points: 5 years' experience with relevant certification provided. 4 Points: 4 years experience with relevant certification provided. 3 Points: 3 years experience with relevant certification provided. 2 Points: 2 years' experience with relevant certification provided. 1Point: 1 year experience with relevant certification provided. 0 Points: No submission or irrelevant submission	<u>10%</u>	
Qualified Health and Safety Officer With relevant experience (Qualifications are National Diploma, B.Tech of Higher)	5 Points: 5 years' experience with relevant certification provided. 4 Points: 4 years' experience with relevant certification provided. 3 Points: 3 years' experience with relevant certification provided. 2 Points: 2 years' experience with relevant certification provided.	<u>10%</u>	

	1Point: 1 year experience with relevant certification provided. 0 Points: No submission or irrelevant submission		
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3. METHODOLOGY

Methodology in terms of Occupational Health and Safety, Environmental Management Plan. (SHE Plan)

Health &Safety, and Environmental Plan in relation to the Scope of work should entail the following: (SHE plan) <u>List of requirements:</u> <ol style="list-style-type: none"> 1. Contractor's SHE policy. 2. Contractor's organogram. 3. SHE Incident / Accident management procedure including reporting, recording and investigation of incidents and accidents. 4. Register of first aid accident (Template). 5. Personal Protective Equipment (PPE) 6. Emergency preparedness and response. 7. Copy of Skills Matrix for the personnel performing work. 8. Communication and awareness 	5 points – SHE Plan submitted with 8 listed requirements. 4 points – SHE Plan submitted with 5 to 7 listed requirements. 3 points – SHE Plan submitted with 3 to 4 listed requirements. 2 points – SHE Plan submitted with 2 listed requirements. 1 point – SHE Plan submitted with 1 listed requirement. 0 – SHE plan not submitted or irrelevant submission.	<u>20%</u>
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2.2 Stage 3- Price and Specific Goals

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

The maximum points for this tender are allocated as follows:

DETAILS	POINTS
PRICE	80
SPECIFIC GOALS	20

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**POINTS AWARDED FOR PRICE****THE 80/20 PREFERENCE POINT SYSTEMS**

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

A maximum of 20 points is allocated for specific goals on the following basis:

80/20

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Contributor status of at least level 2	10	
51 % Black Owned	10	
Total	20	

3.2. In the implementation and monitoring of Specific Goals, the following table must be used as guide to determine acceptable evidence for Specific Goals:

Table 1.1

SPECIFIC GOALS	ACCEPTABLE EVIDENCE
B-BBEE Contributor status of at least level 2	BEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)
51 % Black Owned	CIPC Documents / B-BBEE Certificate/Affidavit

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

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

SECTION 4

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule **Annexure B**

- Prices must be quoted in South African Rand, inclusive of all applicable taxes.
- 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.

- 6 To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 7 Please note that should you have offered a discounted price(s), PRASA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- 8 Respondents are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Respondent. PRASA may:
- 9 negotiate a market-related price with the Respondent scoring the highest points;;
- 10 if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points;
- 11 if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points;
- 12 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 effected within working days from date of order. (To be completed by Service provider)

SECTION 5

PRASA GENERAL CONDITIONS OF PURCHASE

General

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

Conditions

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

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

Price and payment

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

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

Delivery and documents

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

Where items are to be delivered the Supplier:

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

Containers / packing material

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

Title and risk

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

Rejection

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

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

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

Warranty

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

Indemnity

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

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

Assignment and sub-contracting

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

Governing law

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

SECTION 6**SBD4****BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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;

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.

- 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.

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

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.

.....
Position

.....
Name of bidder

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

1.3 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.5 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

1.6

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1 POINTS AWARDED FOR PRICE

3.1.1 THE 80/20

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

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

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

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

(Note to organs of state: Where 80/20 preference point system is applicable, corresponding

points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Contributor status of at least level 2	10	
51 % Black Owned	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety

- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the

conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....
.....

SECTION 7

1. SCOPE OF WORK AND AREAS OF FOCUS- MAINTENANCE OF AIR CONDITIONERS AT UMJANTSHI HOUSE, SHOSHOLOZA MEYL JUNCTION, AND GAUTENG NERVE CENTRE.

PROJECT DESCRIPTION: MAINTENANCE OF AIR CONDITIONERS AT UMJANTSHI,
SHOSHOLOZA MEYL JUNCTION AND GAUTENG NERVE CENTRE

Contents

1. Introduction
 2. Scope Of Work
 3. Definitions
 4. Maintenance
 5. Contract Performance
 6. General Information
 7. Safety and Provision of Material
 8. Quality of work and workmanship
 9. Non-Compliance
 10. Pre-Qualification requirements
 11. Safety Practices & Precautions
 12. Maintenance References
 13. Preventative Maintenance
 14. Terms Of Payment
 15. Pricing
 16. Annual Major Service
 17. Quarterly Minor Service
 18. Bill Of Quantities
 19. Technical Evaluation Criteria
- Health Safety Requirements Template for Issuing of Site Access
-

1. **Introduction**

Prasa Cres- Campus Facilities Management has various models of air conditioners installed on their Campus buildings (Umjantshi House, Shosholoza Meyl Junction and Gauteng Nerve Centre). The installed air conditioners require regular servicing, repair, and maintenance. The scope of work also comprises the replacing of faulty /Non-functional Air conditioners as and when required.

In terms of Service Level Agreement that Prasa Cres should ensure that assets are safeguarded. To comply with this requirement, Campus Facilities Management hereby invites all interested companies / Service Providers specializing in servicing, repair, and maintenance of air conditioners.

2. **Scope Of Work**

2.1. The scope of the work / services to be provided by the contractor is as follows:

- Carry out preventative maintenance and corrective maintenance or repairs of air conditioner units as listed in this Specification.
- The scope also includes a 24hr, Monday to Sunday emergency service as and when required by PRASA-CRES- Campus Facilities Management.
- The contractor will ensure that the unit assigned to him/her works effectively and will point out all equipment defects to PRASA-CRES- Campus Facilities Management.

2.2. The contract will be for a period of 12 months.

2.3. The scope of work shall be Repair & Maintenance of Air Conditioner units listed in the BoQ below, and shall include the following:

- Provision of Repair and Maintenance services
- Installation of spare parts for Air conditioner units as and when recommended by the contractor during quarterly review of repair & maintenance of air conditioners.
- Minor Service: All inspections, replacements, and procedures to be done during the Minor Service shall be carried out quarterly or as and when need arises.
- Major Service: All inspections, replacements, and procedures to be done during the Major Service shall be carried out quarterly or as and when need arises.
- Un-Installation of non-functional air conditioners and Supply and Install new Air conditioners.
- Carry out rectification works after removal of old air conditioners and installation of New Air-conditioners.

3. **Definitions**

3.1 *PRASA-CRES*: One of the subsidiaries of Passenger Rail Agency of South Africa (PRASA) group responsible for managing the property portfolio of the group and the maintenance thereof.

3.2 *Facilities Manager*: A manager of PRASA-CRES responsible of building and infrastructure portfolio or any person authorised to act in that capacity.

3.3 *PM*: Project Manager

3.4 *Maintenance Unit*: air conditioner units as listed in the Bill of Quantities.

3.5 *Normal Working Hours*: Hours of work as determined by a wage regulating measure or statutory enactment for any trade or activity, during which the basic minimum rate of pay is applicable and excludes all time for which a higher rate of pay is obligatory. Where no wage regulating measure is in force, the hours will be 07h00 to 17h00 Mondays to Fridays excluding a daily meal break.

3.6 *Contractor*: Successful tender who is appointed by PRASA-CRES and will be responsible to carry out the works as per this specification.

4. Maintenance

- 4.1. All planned work will be carried out during normal working hours at the cost tendered for in the Bill of Quantities. Visits to the premises will be as scheduled for the contractor to carry out maintenance work as per the specification. Sites have visitors book which is to be properly completed by the Contractor on every visit and the reason for the visit recorded in the book.
- 4.2. The Contractor shall produce and issue to PRASA-CRES a written report or service sheet of any testing, inspection, examination, investigation and/or assessment undertaken and execution of any repairs by the Contractor. Reports will highlight:
- the type of work or service done
 - problems experienced.
 - results of inspection
 - faults found and their priority thereof.

Quotations for any corrective work required shall be submitted to PRASA-CRES-Campus Facilities Management and on the approval of such quotations the Contractor will correct or repair accordingly.

- 4.3. PRASA-CRES reserves the right to conduct an independent safety and quality audit to be carried out on the work completed by the contractor. The contractor shall provide his own quality controls to ensure compliance with the specifications and any changes to legislation or regulations applicable. Possible modernisation products to upgrade or to improve the reliability and performance of the installation will be brought to PRASA-CRES for consideration.

5. Contract Performance

- 5.1. The contractor will sign a service level agreement with the PRASA-CRES. The performance of the Contractor will be discussed on the monthly basis at meetings scheduled to sit at PRASA CRES offices. Performance Items to be discussed will include:
- the number of breakdowns for specific period
 - the turnaround time to attend to emergency callouts.
 - planned vs. actual progress.
 - submission of reports, invoices, and other administration duties

- payment of invoices

5.2. **Services Measure and Expectations**

Response Times for:

- Emergencies – within 3hrs
- Urgent - within 5hrs
- Non-Urgent - within 24hrs

6. **General Information**

- 6.1. The contractor shall be or have in his employment an accredited person. Proof must be supplied of the above requirements.
- 6.2. The Contractor must have the capacity to be able to work on more than one site at any given time.
- 6.3. Where day to day repairs is to be undertaken, the Contractor shall first estimate the labor and material cost based on the schedule of prices, before proceeding with the job.
- 6.4. All material removed to be returned to PRASA-CRES unless otherwise stated.
- 6.5. Compliance certificates to be issued on completion of all new work done at no cost to PRASA-CRES. Compliance certificates required for existing installations to be priced out at the prescribed set rate.

7. **SAFETY AND PROVISION OF MATERIALS:**

- 7.1. The contractor is responsible for supply of all material required to repair the faults as per job cards /work order.
- 7.2. All material used shall be of high standard (SABS approved)
- 7.3. The material item price shall be based on standard market related plus the percentage mark-up fee.
- 7.4. Prasa Cres Maintenance Manager /Supervisor reserve the right to query price of any material that is on the material list. He /she may request that the contractor justifies a copy of the material purchased, invoices or actual quotes from reputable suppliers.
- 7.5. Please note the following local content threshold will apply when supplying material.
 - 7.5.1. 90% for Electrical cables.
 - 7.5.2. 100% on steel products.
 - 7.5.3. 100% on Polyvinyl Chloride (PVC) pipes.
 - 7.5.4. 70% Heat ventilation and Air conditioner

~~7.5.5. All materials supplied and workmanship to meet the prescribed Statutory Requirements, including the Occupational Health and Safety Act of 1993.~~

7.6. **Provision of a Safety File is a requirement and must be submitted prior to any work commences. The provisional amount of R6000.00 for a Safety File is included in the schedule of rates table, proof of cost will be required before the contract claim the amount.**

8. **Quality Of Work and Workmanship:**

- Works with poor workmanship will not be signed off and PRASA Cres reserve the right to hold payments until satisfied with the quality of the works.

9. **Non-Compliance:**

- **Safety** – the contractor will always ensure that work is performed in accordance with all the prescribed legal prescripts.
- **NB:** No work is to be done without approval of Safety File and valid signed site access certificate being issued to the contractor. No Contractor will be allowed on site without having attended the safety Induction training and proof is to be submitted to the Project Manager
- **Response time** – if an appointed service provider as per the General provisions of the As and When fails to adhere to the priority levels as prescribed PRASA CRES Facilities department hereby reserves the right to penalise the service provider a penalty fee of 10% of the value of the work and if this provision is continually be violated the contract will be terminated.
- **Proof of Work done**> the contractor will provide photos of before/during and after work completed with claim submitted. Photos can be submitted electronically.
- **Qualified personnel**- It is a requirement that personnel performing/overseeing works issued to the contractor be qualified in specific Trade.

10. **Pre-qualification requirements**

If you do not submit the following documents/information, your submission will be disqualified automatically.

- CIDB grade 2 ME or higher
- COIDA

11. **Safety Practices & Precautions**

11.1. General Safety.

11.1.1. It is everybody's responsibility to ensure that safety practices are adhered to the maximum to prevent personnel injury and equipment failure.

11.1.2. Safety Definitions and Requirements found in operation rules and procedures (OR&P) and operation maintenance manual (O&MM) are designed to provide valuable source for

~~safety. Use them to prevent injuries and illnesses resulting from unsafe acts or unsafe conditions.~~

- 11.1.3. The service technician must understand the operation of the equipment and the safety measures required to service this equipment.
- 11.1.4. Do not work on any equipment unless you understand how the equipment functions and you have been informed of potential hazards.
- 11.1.5. Make sure that the Station Agent and Central Control are notified that a preventative maintenance (PM) or a service will be performed on the Air conditioner units in the station.
- 11.1.6. Barricades are to be use around where a service will be performed.

11.2. Electrical.

- 11.2.1. Extreme caution should be exercised when doing any electrical work. Less than one 1 ampere or as low as twelve 12 volts can kill.
- 11.2.2. Prior to working on any electrical circuits, check for live voltage.
- 11.2.3. All electrical circuits must always be treated as live. All voltages can be dangerous. Contact with even low voltages can result in serious injury.
- 11.2.4. To check a circuit, test the live side with a voltage tester set on a higher range, then test the dead side and retest the live side again. This action ensures the good condition of the voltage tester.

12. **Maintenance References**

12.1. All electrical and mechanical work will be in accordance with the following publications.

- SANS 10147 The standard for the maintenance, repair and testing of Hvac systems.
- SANS 10173 The standard for Installation, Testing and Balancing of Hvac systems.
- SANS 1238 The standard for Air Conditioning ductwork of Hvac systems
- SABS 0142 Code of Wiring for Premises
- E7/1 or E7/2, E4E Specifications
- No. R828 OHS Act 85 of 1993 as amended.
- Applicable Municipal By-Laws and Regulations
- Electrical work completed to standard (SANS 10142)

13. **Preventative Maintenance**

- 13.1. The service provider shall perform maintenance and part replacement in accordance with the Maintenance Service Schedules for air conditioner units contained in this document, below, to ensure continued operation of the organization and compliance with the maximum downtime for all systems or equipment.
- 13.2. The service provider shall report any trends detected that reflect system or equipment degradation, loss of performance, or frequency of failure to the PM.
- 13.3. The service provider shall arrange with the PM and obtain approval for date, time, and duration when equipment or systems shall be out of service for the purpose of performing preventive maintenance.
- 13.4. In the event of emergency repairs having to be carried out, the need for such repairs shall be reported immediately to the PM for further instructions.
- 13.5. The service provider shall furnish a report to the PM indicating the date and time of the failure, the reason for the failure, date, and time when corrective action was completed, details of corrective action taken, and results of any post maintenance testing performed to ensure satisfactory operation.
- 13.6. The service provider shall draw up the necessary Job Cards from the Maintenance Programme, or in response to emergency call outs, or equipment failure, and hand the completed cards to the PM for verification and acceptance that the work has been duly executed.

- 13.7. ~~Obtaining and recording of quotations for materials or equipment, selecting the most competitive supplier, obtaining approval from the PM before placing orders.~~
- 13.8. Record complaints and faults with date, time and details and corrective action taken.
- 13.9. Provide and maintain an up-to-date equipment inventory.
- 13.10. All planned work will be carried out during normal working hours at the cost tendered for in the Bill of Quantities. Visits to the premises will be as scheduled for the contractor to carry work on the maintenance units as per this specification.

15. Terms Of Payment

- 14.1 The terms of payment will be monthly and upon receiving the invoice, PRASA-CRES shall pay the Contractor within 30 days. This is subject to the invoicing being both correct and free from anomalies.
- 14.2 All pricing information shall be exclusive of VAT.
- 14.3 No sub-contracting shall be permitted.
- 14.4 Invoices shall show the period, the lump sum for the maintenance work and the breakdown of all work for which the payment is being claimed for. All non-maintenance invoices shall be presented on a per maintenance unit basis and a fully itemized list of the work being charged for will be incorporated into the invoice. A photocopy of the worksheet which shall indicate entry and exit times from site which shall be signed by the PRASA-CRES representative shall be attached to the invoice and any invoices submitted without this attachment and fully completed to the satisfaction of the PRASA-CRES will be rejected.
- 14.5 Additional works shall be separately invoiced, and these shall be submitted monthly. Where such works are covered by the Schedules of Rates the schedules shall be strictly adhered to in preparing the invoice. Works authorized by PRASA-CRES representative which falls outside the scope of the contract and the Bill of Quantities shall be invoiced separately and fully detailed with the works involved and cross referenced to the issued order number. PRASA-CRES reserves the right to request the invoice for the material or spare parts purchased by the Contractor on the works done.
- 14.6 If invoices are presented which do not fully comply with the format as detailed, they will be rejected. All invoices shall portray the identity number of the maintenance unit involved and site location and VAT as a sum of money shall be included within the total monies being claimed. A schedule of accumulative costs shall be submitted each month showing the expenditure to date of non-contract repair works and misuse / vandalism as two separate totals. PRASA-CRES will accept no liability and/or responsibility for the late payment of the invoices which have been incorrectly addressed by the Contractor.
- 14.7 **No** payment shall be made by PRASA-CRES for any unauthorized service performed by the Contractor.

16. Pricing

- 14.1. The Contractor shall familiarize himself/herself with the present conditions of the maintenance units and submit prices; accordingly, changes to the maintenance contract rates will not be accepted.
- 14.1. The Contractor shall include for all costs associated with the works for his use to include plant, tools, test equipment, chemicals, sundry materials; temporary lighting, small plant and tools; temporary plant and equipment to maintain operations in breakdowns; off-loading, hoisting and handling of all materials and plant; access to the works, administration and security; transport for staff; protecting the Works; safety, health and welfare of people; removing rubbish, protective casings and coverings away from the site and cleaning the works on completion; temporary

~~screens, hoardings, guard rails, landing barriers, scaffolding and similar items; control of noise, pollution and all other statutory obligations; all necessary attendances in connection with examination and/or tests in compliance with OHS Act Regulations and all necessary management and supervision of the Works.~~

17. Annual Major Service (Shall include but not limited to the following)

- Clean Evaporators
- Clean Condenser with SABS approved chemical that will help in prevention of corrosion.
- Check condenser fan.
- Check Evaporator fan.
- Check operation of exhaust fan
- Check operation cool/heat.
- Check for air leaks, noise, and vibration.
- Check for oil, pipework's, and refrigerant leaks.
- Check and register compressor suction and discharge.
- Check refrigerant charge.
- Check pipe and insulation.
- Check and note amperages of the compressor and fan motor.
- Check corrosion, rust and treat if required with SABS approved products and report the condition of the casing.
- Check paint and repaint if required.
- Check brackets and tighten loose nuts.
- Check motor bearing.
- Check thermostats operations and PC Boards
- Check gas and re-gas if necessary.
- Check electrical, timers, counts and O/Loads
- Check loose wire ring, terminals, and all exposed wires.
- Check remote control and replace batteries.
- Check and note HP and LP settings and adjust if necessary.
- Measure temperature differences, indoor and outdoor.
- Record makes and model of A/C unit
- Record type of system

18. Quarterly Minor Service (Shall include but not limited to the following)

- Clean filters, grills, plenum box, seals, and driers
- Clean Evaporators
- Check condenser fan.
- Check Evaporates fan.
- Check operation cool/heat.
- Check operation of exhaust fan
- Check for air leaks, noise, and vibration.
- Check for oil, pipework's, and refrigerant leaks.
- Check refrigerant charge.
- Check brackets and tighten loose nuts.
- Check condensate drainage.
- Check remote control and replace batteries.
- Check and note HP and LP settings and adjust if necessary.
- Measure temperature differences, indoor and outdoor.
- Record makes and model of A/C unit.
- Record type of system