



prasa

PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: [PR 10344704]

REQUEST FOR QUOTATION (RFQ) FOR THE *[APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AS AND WHEN MAINTENANCE AND REPAIRS OF DATA CENTRE FOR A CONTRACT DURATION OF THIRTY-SIX (36) MONTHS FOR PRASA/RAIL IN THE WESTERN CAPE REGION (WCR)]*

SECTION 1: SBD1

PART A INVITATION TO BID

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

| | | | | | |
|-------------|---|---------------|------------------|---------------|----------|
| BID NUMBER: | PR 10344704 | CLOSING DATE: | 20 NOVEMBER 2023 | CLOSING TIME: | 11:00 AM |
| DESCRIPTION | APPOINTMENT OF A SERVICE PROVIDER TO PROVIDE AS AND WHEN MAINTENANCE AND REPAIRS OF DATA CENTRE FOR A CONTRACT DURATION OF THIRTY-SIX MONTHS FOR PRASA/RAIL IN THE WESTERN CAPE REGION. | | | | |

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):

1 ADDERLEY STREET
METRORAIL SUPPLY CHAIN MANAGEMENT
6TH FLOOR, ROOM 622B
PROPNET BUILDING
CAPE TOWN

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

| | |
|------------------|-------------------------------|
| CONTACT PERSON | Linda Ngqwane-Yotsi |
| TELEPHONE NUMBER | 021 837 7944 |
| E-MAIL ADDRESS | Linda.Ngqwane-Yotsi@prasa.com |

SUPPLIER INFORMATION

| | | | | | |
|----------------------------|-------------------------------|--|--------|----------------------------------|-----------|
| NAME OF BIDDER | | | | | |
| POSTAL ADDRESS | | | | | |
| STREET ADDRESS | | | | | |
| TELEPHONE NUMBER | CODE | | NUMBER | | |
| CELLPHONE NUMBER | | | | | |
| FACSIMILE NUMBER | CODE | | NUMBER | | |
| E-MAIL ADDRESS | | | | | |
| VAT REGISTRATION NUMBER | | | | | |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: | | OR | CENTRAL SUPPLIER DATABASE No: | MAAA..... |

| | | | |
|--|--|---|--|
| <p>2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p> | <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>[IF YES ENCLOSE PROOF]</p> | <p>2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p> | <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p> |
|--|--|---|--|

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

| |
|---|
| <p>1. BID SUBMISSION:</p> |
| <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER</p> <p>1.3. PRESCRIBED IN THE BID DOCUMENT.</p> <p>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.</p> |
| <p>2. TAX COMPLIANCE REQUIREMENTS</p> |
| <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD</p> |

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 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

1. 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 ;

1.1. 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.

1.2.

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

1.4. 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: (Amend where applicable)

| EVALUATION CRITERIA | WEIGHTING |
|-----------------------------------|------------------------------|
| Stage 1 – Compliance | |
| Stage 1A | Mandatory Requirements |
| Stage 1B | Other Mandatory Requirements |
| Stage 2 | |
| Technical/Functional Requirements | N/A |
| 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.... 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 of award.),

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*).

15 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 | |
|-----|---|-----|
| a) | Completion of ALL RFP documentation (includes ALL declarations) | |
| b) | Pricing form and pricing schedule to be fully completed | |
| b) | Briefing Session Form D. Bidders must also reflect on the Compulsory Briefing Session Attendance Register | N/A |
| c) | Proof of CIDB grading – 3EB or 3ME and higher | |
| c) | Joint Venture, Consortium Agreement or Partnering Agreement signed by all parties. The agreement should indicate the leading bidder where applicable. | |

Stage 1B –Other Mandatory Requirements

If you do not submit/meet the following mandatory documents/requirements, PRASA may request the bidder to submit the information within five (5) working days. Should this information not be provided, your bid proposal will be disqualified.

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

| No. | Description of requirement | |
|-----|--|--|
| a) | Company Registration Documents | |
| b) | Copies of Director's ID documents | |
| a) | Letter of Good Standing: COID. | |
| b) | Valid Tax Clearance Certificate (must be valid on the closing date of submission of the RFQ) and SARS Issued Pin. | |
| d) | CSD supplier registration number | |
| e) | <ul style="list-style-type: none"> • Qualified Technician with Diploma in Electrical (with UPS Experience) • Mechanical Technician with HVAC Experience (with minimum National Diploma). • Assistant Artisan with a minimum N3 Certificate in Electrical or Mechanical | |

1. TECHNICAL NON-MANDATORY REQUIREMENTS

| TECHNICAL NON-MANDATORY REQUIREMENTS | <i>Substantiating evidence of compliance (used to evaluate bid)</i> | Evidence reference (to be completed by bidder) |
|--|---|---|
| <p>(1) REGISTRATION AS AN ELECTRICAL CONTRACTOR</p> <p>The Bidder must be registered as an electrical contractor with the Department of labor and be certified to work on three phase power.</p> | <p>Bidder to attach a copy of documentation from the Department of labor as evidence that the bidder is registered as an electrical contractor and be certified to work on three phase power.</p> | |
| <p>(2) BIDDER EXPERIENCE AND CAPABILITIES</p> <p>The bidder must have executed maintenance and support of specialized electrical contracts (modular UPS Unit) of a minimum capacity of 2 x 50KVA APS MGE Galaxy 5500 UPS with a battery runtime of 30 minutes at full load in the last three (3) years.</p> | <p>Provide a minimum of three (3) written references like the scope of this RFQ, indicating work carried out or completed successfully in the provision of UPS systems within the last 3(3) years.</p> <p>Letter must also include, previous jobs completed summing to the value of R500 000 – R1 000 000 within the last 3 years</p> | |
| <p>(3) EXPERIENCE OF KEY PERSONNEL:</p> <p>Provide CV of a qualified Technician detailing experience UPS, Electronics work experience. Provide CV or UPS, Battery, and Electronics work experience. Must have 3years experience</p> | <p>Provide CV For UPS, Battery, and Electronics WITH 3years work experience</p> | |

2.1 Stage 2

Technical / Functionality Requirements (Not applicable)

Scoring of Functionality:

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

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 |
| TOTAL POINTS FOR PRICE AND SPECIFIC GOALS | 100 |

FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

- 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 | Evidence Required | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|---|---|---|
| B-BBEE contributor status of at least level 2 | B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be acceptable. | 4 | |
| Black Women Owned | Certified copies of owner's ID Documents | 4 | |
| Black Youth Owned | Certified copies of owner's ID Documents | 4 | |
| People in the rural areas; and under-developed areas | Municipal / Eskom bill or letter from Induna /Chief confirming residential address not older than three (3) months. | 4 | |
| Black persons with disabilities | Certified copy of ID documents of the Owners and Doctor's note confirming the disability. | 4 | |

SECTION 4

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule **Section 11; page 34**.

- 1 Prices must be quoted in South African Rand, inclusive of all applicable taxes.
- 2 Price offer is firm and clearly indicate the basis thereof.
- 3 Pricing Bill of Quantity is completed in line with schedule if applicable.
- 4 Cost breakdown must be indicated.
- 5 Price escalation basis and formula must be indicated.
- 6 To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilize 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

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 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.

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

3.2. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

80/20

or

90/10

$$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.3.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

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 either the 90/10 or 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 | Evidence Required | Number of points allocated (80/20 system) (To be completed by the organ of state) | Number of points claimed (80/20 system) (To be completed by the tenderer) |
|---|--|---|---|
| B-BBEE contributor status of at least level 2 | B-BBEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be acceptable. | 4 | |
| Black Women Owned | Certified copies of owner's ID Documents | 4 | |
| People in the rural areas; and under-developed areas | Certified copies of owner's ID Documents | 4 | |
| People in the rural areas; and underdeveloped areas | Municipal / Eskom bill or letter from Induna /Chief confirming residential address not older than three (3) months | 4 | |
| Black persons with disabilities | Certified copy of ID documents of the Owners and Doctor's note confirming the disability. | 4 | |

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 9

CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING (Not applicable)

| | |
|------------------------------|--|
| Request number: | |
| Request for Proposal: | |

Attendance

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

THUS DONE and SIGNED at _____ on this _____ day of _____

for / on behalf of PRASA

Designation

Acknowledgement

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

THUS DONE and SIGNED at _____
on this _____ **day of** _____

DULY AUTHORISED SIGNATORY(IES) WITNESSES

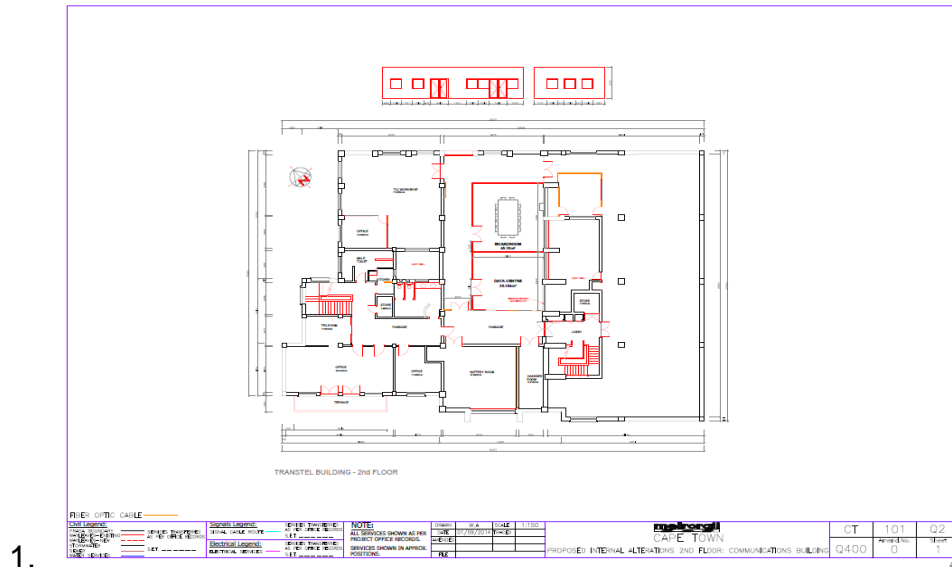
| | |
|-----------------|-----------------|
| 1. _____ | 1. _____ |
| 2. _____ | 2. _____ |
| 3. _____ | 3. _____ |

SECTION 10

SPECIFICATION / SCOPE OF WORK

1. INTRODUCTION

The Passenger Rail Agency of South Africa (PRASA) is the agency of the Department of Transport responsible for the provision of passenger services in South Africa. PRASA Western Cape Consist of 4000 connected computer users.



Due to the lack of a Cooling System, the Data Centre was heating up, and the lack of a working UPS system caused the routers to go into an error mode. This had a negative impact on the productivity of our users that were unable to access any systems. These issues have since been resolved.

a. PICTORIALS



Figure 2: Aircore System

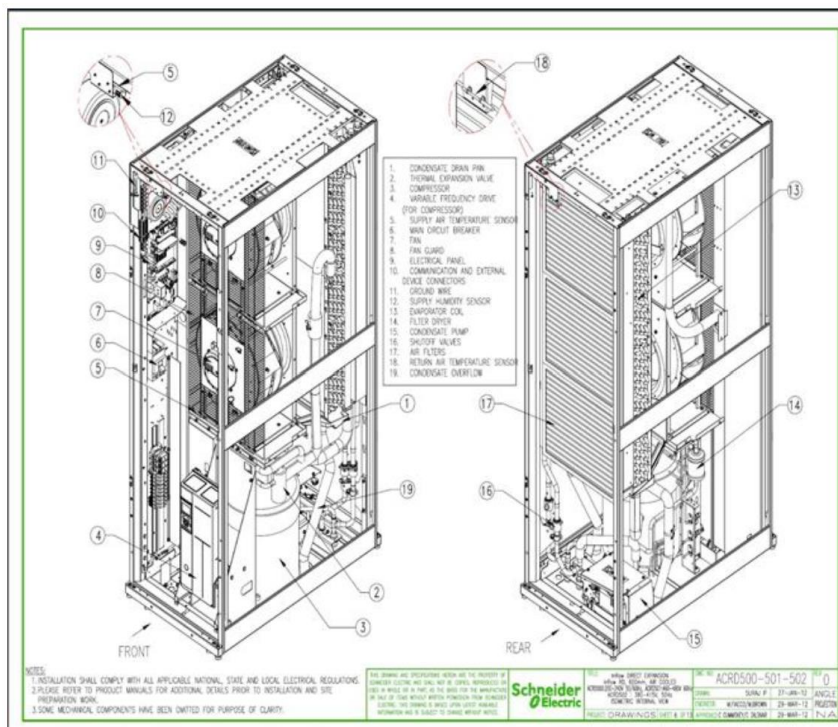


Figure 3: Diagram of a in row cooling system



Figure 4: Aircon Rack

4. OBJECTIVE OF THE PROPOSED PROJECT

To appoint a contractor to maintain and repair ICT assets that have been defective due to the lack of Maintenance.

a.DESIRED OUTCOMES FOR CARRYING OUT THE PROPOSED PROJECT

- To attend to all the maintenance, service, and repair of the 2 x 50KVA APS MGE Galaxy 5500 UPS with a battery runtime of 30 minutes at full load, 4 x Shneider Aircons ACRP102 with a total capacity of 50KW, TM4 Environmental system version 1.0.40 and Fire detection

and suppression Brigit 227 extinguishing system Brigit 227 extinguishing system having an as and when contract attending to all necessary.

- Be able to attend all emergency works at a quick turnaround time and minimize service disruptions.
- Improvement or overhaul of the maintenance practices as deemed necessary.
- To provide a safe and uninterrupted 24/7 365 days per year, Network Connection to all PRASA Employees.

a. PROJECT BENEFITS TO PRASA

- Eliminate Loss of connection to the new cloud environment e.g., E-Mails, EDocs systems, SAP etc
- Improve the reliability, availability, maintainability, and safety of the infrastructure assets.
- Improvement of Network Infrastructure.

b. CURRENT MECHANISMS IN PLACE TO ADDRESS THE PROBLEM

Rather than using an under-resourced, minimally skilled staff complement, there are no other mechanisms in place to maintain and repair the assets.

Therefore, initiating a tender process, to maintain, service, and repair the 2 x 50KVA APS MGE Galaxy 5500 UPS with a battery runtime of 30 minutes at full load, 4 x Shneider Aircons ACRP102 with a total capacity of 50KW, Fire detection and suppression Brigit 227 extinguishing system and CCTV System.

5. SCOPE OF WORK AND AREAS OF FOCUS

a. SCOPE OF THE DESIRED SOLUTION

The scope of works involves appointment of service provider to provide as and when maintenance and repairs of 2 x 50KVA APS MGE Galaxy 5500 UPS with a battery runtime of 30 minutes at full load ,4 x Shneider Aircons ACRP102 with a total capacity of 50KW(N+1) , CCTV Systems - To view, detect and record activity within the DC area and outside the parameters of the DC with archiving capacity of up to 30 days , Fire detection and suppression Brigit 227 extinguishing system And Water Leak Detection System. In the Western Cape region. The successful Contractor is expected to be available when needed, as determined by the nature of a given situation and/or an emergency. ICT objectives is to provide a safe and uninterrupted 24/7 365 days per year, Connection to the networks within the PRASA.

b. DETAILS ON THE PREFERRED SOLUTION

The scope of work includes the provision of Data Centre Equipment maintenance and Repairs on an “As needed and When requested” basis which include emergency response.

The type of work the Contractor will respond to will include work such as, but not limited to, repair, servicing and maintenance of faulty, broken, ICT Data Centre Equipment such UPS Aircons , CCTV and Fire Detecting Systems and any other work arising out of, or incidental to the above, which may be necessary for the proper completion of the work in all respects according to the true intent and meaning

of the documents and to the entire satisfaction of PRASA. The contractor is to provide their machinery or equipment to perform the necessary maintenance.

This is discussed in detail in the Specification section as this is as requested and when needed.

c. TARGETED AREA BY THIS PROJECT

Western Cape Region ICT Data Centre Neotel Building

d. EXTENT AND COVERAGE OF THE PROPOSED PROJECT

The project will cover the Western Cape Region on an 'As needed and when required' basis.

6. SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

SPECIFICATION OF WORK FOR DC

a. SCOPE AND PURPOSE

The works in the maintenance, services, and repairs contract shall include the following but not limited to:

The contract work consists of "As Needed and When Required" ICT-Infrastructure maintenance, repairs, and servicing of the Data Centre equipment, and associated Equipment, such as Comp 400V RECIP N-VAR R407C - SPARE PART, Filter-Drier 5/8" ODF Solder - Spare Part, KIT QTY 4, FILTER AIR 30% 418X470X96MM, Industrial Nitrogen, RFGT R410c HFC and the UPS Batteries such as HRL12330W - 12volt 100a/h/478W and the UPS components such as INT AC CAP KIT 60KVA G5000-SPARE PART, DC CAPA KIT G5K 40-60 KVA - SPARE PART, S/A AC CAPACITOR OUTPUT 40/60KVA, ALIN PCBA, FAN AC AXIAL 150X172MM - SPARE PART, FAN 120MM 230VAC 95CFM ROHS SPARE PART and any other work arising out of, or incidental to the above, which may be necessary for the proper completion of the work in all respects according to the true intent and meaning of the documents and to the entire satisfaction of PRASA.

7. SPECIFICATIONS AND DRAWINGS

a. Specifications and Drawings will be provided as and when required due to the nature of the contract (As and When), as the works that may arise are unpredictable.

b. The following documentation should be read in conjunction with all specifications:

- 50KVA APS MGE Galaxy 5500 UPS
- Shneider Aircons ACRP 102
- TM4 Environmental system version 1.0.40
- Fire detection and suppression Brigit 227 extinguishing system Brigit 227 extinguishing system

c. Safety Act; Act 85 of 1983 and regulations.

8. SERVICES MEASURE AND EXPECTATIONS

The successful Contractor is expected to be readily available during normal working hours **(07:30-16:00)**, sometimes overtime, Saturdays, Sundays and also public holidays, as determined by the nature of a given situation and/or emergency, meaning that at times the contractor will be required to work outside of the normal working hours on an as and when required basis.

The appointed bidder should maintain and repair 2 x 50KVA APS MGE Galaxy 5500 UPS with a battery runtime of 30 minutes at full load, 4 x Shneider Aircons ACRP102 with a total capacity of 50KW, CCTV Monitoring system and Fire detection and suppression Brigit 227 extinguishing system with water link detection.

Except where otherwise specified, the contractor shall provide all labor, material, transport, plant equipment, consumables, tools and services of every description required to carry out and complete the works included in this contract and any other works arising from it.

The contractor shall undertake to make themselves familiar with material and specifications used on the Data Centre assets of the area covered in terms of this contract. Based on the above, such material as might reasonably be expected to be used by the contractor (attached) should be readily available to the contractor when he responds to a callout or to do the work.

All material shall be subject to the approval of the Regional Data Centre Systems Engineer and shall be used in accordance with the manufacture's / PRASA specifications. No second-hand materials other than that supplied by PRASA may be used. The tenderer shall supply all material necessary to complete the works.

9.COMPLETION OF WORKS, UPON THE COMPLETION OF WORK THE SERVICE PROVIDER MUST SUBMIT THE FOLLOWING:

- Signed job card by the Project Manager or ICT Support Technician on site (job completion form to be produced by the contractor with all relevant information)
- Guarantee/ Warranty certificates to cover a free maintenance period, where applicable.
- C.O.C and other related statutory / regulatory documentations
- Invoice

10. SAFETY AND PROVISION OF MATERIALS:

All materials supplied and workmanship to meet the prescribed Manufactory standard including the Occupational Health and Safety Act of 1993.

Where use is made of product names, it is for reference purposes only. Any other equivalent product

will be acceptable, upon the approval of the Regional DC equipment.

11. QUALITY OF WORK AND WORKMANSHIP:

Works with poor workmanship will not be signed off and PRASA reserve the right to hold payments until satisfied with the quality of the works. All work to be executed as per manufacturer's instructions/standards.

12. GUIDELINES FOR VARIATIONS

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

13. EXISTING SERVICES

Information regarding the location of known existing services will be pointed out at the time of the site inspection where possible, but PRASA will accept no responsibility for the accuracy on this information.

Where the position of known services cannot be determined with sufficient accuracy by visual inspection, the contractor shall open make further investigation before commencing with any of his activities related to the work, so that the position of such services may be determined with sufficient accuracy. Thereafter the contractor shall assume responsibility for all known services.

The contractor shall take all reasonable precautions to protect existing services during his activities on the site, and any known services damaged as result of the contractor's operations, shall be repaired, and reinstated by the contractor or the authority concerned, all at the expense of the contractor and to the satisfaction of the IT Support Technician.

14. FACILITY ESTABLISHMENT

Contractor shall clear and prepare the site for his camp and the cost thereof shall be included in the rates tendered for the works.

No housing of employees of the contractor will be allowed on the property of the Passenger Rail Agency of South Africa and the contractor shall make his own arrangement for the housing of this employees.

Water or electricity will be made available by PRASA where possible. Wastage will not be permitted. Where logistics and locations do not allow such provisions, the contractor is to make his own arrangement e.g., generators, water bowser etc.

The contractor or his duly authorized agent shall always be in possession of a cellular phone, in working conditions, to enable the technical officer to always communicate with the contractor during the duration of the contract.

Bidders are to note that the successful bidder shall be responsible to protect his own site establishment, his own tools and equipment materials and works as well as labor.

On completion of the work the contractor shall remove all established facilities from the site and restore the site as directed by the IT Support Technician.

1.MANAGEMENT

Project Manager:

The Project Manager for this contract will be the Systems Engineer and ICT Infrastructure, PRASA Rail, and Western Cape.

Co-operation with PRASA Staff:

The contractor shall always liaise and co-operate with the ICT Infrastructure manager.

During all his operations and when using his machinery, plant and equipment, the contractor shall always take the necessary care to protect the public and to facilitate the operations of PRASA.

2.PERSONNEL STAFF REQUIREMENTS

The appointed contractor shall provide qualified and experienced professional staff for the following positions:

- Qualified Technician with Diploma in Electrical (With UPS Experience)
- Mechanical Technician With HVAC Experience (With Minimum National Diploma).
- Assistant Artisan With a minimum N3 Certificate in Electrical or Mechanical

The number of staff required will be dependent on the extensity of the works as the works is unpredictable due to the nature of the contract. It is recommended that 1 Systems Engineer, 1 Technician and if there's a need 2 laborer are always available. Additional or less staff may be required at times.

- I. The Contractor shall tender on a "As and When" basis to perform maintenance work to the ICT Data Centre and associated equipment, as described in the Scope of Work, on request from PRASA or their duly elected representatives in the region.
- II. The rates quoted for Technician and Assistant Artisan are to include traveling costs which must be averaged between the furthest and closest area covered in terms of this contract. No additional payment will be made for traveling costs. Reference to any

trademark, name, patent, design, type, specific origin, or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

15. *CONTRACTOR PRICING SCHEDULE*

15.1. PRICING ESCALATION NOTE

- Escalations to be added to the annual contract value. Service provider should align with their projected Consumer Price Index (CPI) for the duration of the contract.
- Price adjustments will take place on the anniversary of the contract each year, however the escalation will not be an automatic adjustment. Prasa reserves the right to negotiate such contract price adjustment.

SECTION 11

15.2. PRICING SCHEDULE

| Item | Description | QTY | | Unit of measure | Estimated Hourly rate for 12 Months period | Rate | Year 1 | | |
|------|--|---|-------------------|-----------------|--|----------|----------|---|--|
| | | | | | | | Amount | | |
| 1 | Provisional Sum (Material) | | Material/Staff | Sum | 1 | R500 000 | R500 000 | | |
| 2 | Percentage mark-up for materials | | Material | % | (.....%) | | | | |
| 3 | The Service Provider is to tender their total cost per hour on site per qualified Artisan and an assistant to perform service and repairs during Normal working hours (06:00 – 18:00) . This cost shall exclude material, which has previously been dealt with in this schedule. | 2 | Technician | Rate / hour | R | | | | |
| 4 | | 2 | Assistant Artisan | Rate / hour | R | | | | |
| 5 | The Service Provider is to tender their total cost per hour on site per qualified Artisan and an assistant to perform service and repairs during After working hours and Saturdays (18:00 – 06:00) . This cost shall exclude material, which has previously been dealt with in this schedule. | 2 | Technician | Rate / hour | R | | | | |
| 6 | | 2 | Assistant Artisan | Rate / hour | R | | | | |
| 7 | The Service Provider is to tender their total cost per hour on site per qualified Artisan and an assistant to perform service and repairs during Sunday and Public Holiday . This cost shall exclude material, which has previously been dealt with in this contract | 2 | Technician | Rate / hour | R | | | | |
| 8 | | 2 | Assistant Artisan | Rate / hour | R | | | | |
| 9 | Call-out rate (only when there is no fault found) | | | Sum | | | | | |
| | | Sub-Total | | | | | | R | |
| | | Add VAT @15% | | | | | | R | |
| | | Total | | | | | | R | |
| | | Carry TOTAL for year 1 to PRICE SUMMARY | | | | | | R | |

IMPORTANT NOTE

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

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

NOTE: This is as & When contract and therefore service providers are advised to factor in the escalations as per the statutory requirements for the following years

PRICE SUMMARY

| Year 1 Escalation Not Applicable | Year 2 Add escalation. (10%) | Year 3 Add escalation. (20%) | |
|--|------------------------------------|------------------------------------|--|
| Year 1 Amount | Year 2 amount | Year 3 amount | TOTAL AMOUNT (YEAR 1 + YEAR 2 + YEAR 3) |
| | | | |