



prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: HO/CRES/PARK/GB/35/06/2025

REQUEST FOR QUOTATION (RFQ): THE APPOINTMENT OF TWO GENERAL BUILDING SERVICE PROVIDERS ON AN AS AND WHEN BASIS FOR REPAIRING AND MAINTAINANCE SERVICES WITHIN PARK STATION FOR A PERIOD OF 36 MONTHS.

SECTION 1: SBD1

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

BID NUMBER:	HO/CRES/PARK/GB/35/06/2 025	CLOSING DATE:	27 JUNE 2025	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF TWO GENERAL BUILDING SERVICE PROVIDERS ON AN AS AND WHEN BASIS TO REPAIR AND MAINTAIN SERVICES WITHIN PARK STATION FOR A PERIOD OF 36 MONTHS.				

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

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

UMJANTSHI HOUSE**30 WOLMARANS STREET****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	Winnie.mputle@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]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER**

1.3. **PRESCRIBED IN THE BID DOCUMENT.**

1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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 PRASA TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD

NUMBER MUST BE PROVIDED.

- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

NB:

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

SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

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

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

2 COMMUNICATION

Bidder/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 (Complaints@prasa.com) for lodging of complaints to PRASA in relation to this bid process. The following minimum information about the bidder must be included in the complaint:

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; and

3.1.6 The detailed complaint.

4 LEGAL COMPLIANCE

The successful Bidder 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 Bidder 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 RFQ 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)/works and request Bidders to re-bid on any changes;
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein; and
- 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 bidder, 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 bidder.

Should the preferred bidder 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 bidder provided that he/she/it is still prepared to provide the required goods at the quoted price.

9 LEGAL REVIEW

Proposed contractual terms and conditions submitted by a bidder 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

Bidders are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. 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

bidder 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 Bidders. PRASA agrees that it shall only process the information disclosed by Bidders in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

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

12 EVALUATION METHODOLOGY

PRASA will utilise the following criteria in choosing a Supplier/Service Provider:

EVALUATION CRITERIA	WEIGHTING
Stage 1 – Compliance	
Stage 1A	Mandatory Requirements
Stage 1B	Other Mandatory Requirements
Stage 2	
Technical/Functional Requirements	Threshold of 65%
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 Bidders 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 bidder(s)' bid will be deemed to remain valid until finalization of the of award.).

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

Bidders 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 Bidders *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 Bidders are urged to ensure that these documents are returned with the quotation based on the consequences of non-submission as indicated below:

16.1. Mandatory Returnable Documents

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

SECTION 3

1 EVALUATION CRITERIA:

Stage 1A – Mandatory Requirements

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

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

No.	Description of requirement	
a)	Active CIDB grading level of 3GB or Higher (JVs must provide a joint CIDB grading certificates) Bidders to ensure that their CIDB status is active on the system throughout the validity of the tender.	

Stage 1B –Other Mandatory Requirements

If you do not submit the following mandatory documents/requirements, PRASA may request the bidder to submit the information within three (3) 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)	Completion of ALL RFQ documentation (includes ALL declarations)	
b)	Joint Venture Consortium Agreement or Partnering Agreement signed by all parties. The agreement should indicate the leading bidder where applicable. Note: SBD4 must be signed by all the members of the joint venture or Consortium.	
c	Bidders to fill and sign the correct closing/submission register on submission of tender documents.	
d)	Letter of Good Standing: COIDA.	
e)	Supply of valid SARS Pin	
f)	CSD supplier registration number	

2.1 STAGE 2

TECHNICAL / FUNCTIONALITY REQUIREMENTS

Scoring of Functionality:

The minimum threshold for the Technical/functionality criteria is **(65%)** and bidders who score below this minimum will not be considered for further evaluation in terms of price and Specific Goals.

CRITERIA	SUB-CRITERIA	SCORING	WEIGHT
Track Record of the Contractor on similar type (General Building Work) and sizes (3GB or higher) of projects previously executed. Proof of Projects executed prior CIDB regulation changes in October 2019 within level 3GB grading will also be accepted. Project must still fall within the 2015 – 2021 period.	Full points are allocated for track record of 5 projects of similar type and scale executed and completed by Tenderer in consideration in the last 7 years (2015-2021). All the below items 1- 2 must be provided for all projects presented under the scoring. <ol style="list-style-type: none"> 1. Appointment letter from client, on Client Letterhead 2. Reference Letter from the client, on Client Letterhead, signed or stamped with contactable references. 	0 points = No proof or submission 1 point = Proof of 1 or less projects of similar type of scope or projects not of similar scope and scale 2 points = Proof of 2 projects of similar type of scope 3 points = Proof of 3 projects of similar type of scope 4 points = Proof of 4 projects of similar type of scope 5 points = proof of 5 projects or more of similar type of scope	35
Key Staff (assigned site personnel) in relation to the scope of work	List all Site Staff proposed for this Contract including experience with copies of CV's, Trade Test / Certificates. Trade or relevant certificates within the construction industry. (A Contractor is required to have a minimum of 3 Building (Artisans) this part will be included in special conditions/scope of works.)	0 point: No submission or no proof of key staff provided. 1 point: 0 to 1 years' average experience of all (Artisan/s) Builder with Building Trade Test Certificate 2 points: More than 1 to 2 years' average experience of all (Artisan/s) Builder with Building Trade Test Certificate	35

CRITERIA	SUB-CRITERIA	SCORING	WEIGHT
		<p>3 points: More than 2 to 3 years' average experience of all (Artisan/s) Builder with Building Trade Test Certificate</p> <p>4 points: More than 3 to 4 years' average experience of all (Artisan/s) Builder with Building Trade Test Certificate</p> <p>5 points: More than 4 and above years' average experience of all (Artisan/s) Builder with Building Trade Test Certificate</p>	
Resource Availability	<p>Proof of ownership or rental of plant and equipment (ownership certificates of vehicles form traffic dept) from supplier</p> <ul style="list-style-type: none"> ○ Drilling machine ○ Grinder machine ○ LDV (Bakkie) ○ Jackhammer ○ Scaffolding ○ Submersible Pump ○ Jetting machine ○ Sewer steel rods <p>Note:</p> <ul style="list-style-type: none"> • For rental of plant and equipment a letter of intent on the letter head of the rental company or rental agreement will be sufficient. • For ownership of plant and equipment a list on a company letter head and signed by the company director will be sufficient. • For ownership of a bakkies only proof from Traffic Dept will be accepted. 	<p>0 Point – No submission provided</p> <p>1 Point – 1 listed item or irrelevant submission</p> <p>2 Points – 2 or 3 listed items</p> <p>3 Points – 4 or 5 listed items</p> <p>4 Points – 6 or 7 listed items</p> <p>5 Points – 8 listed items and above</p> <p>Note that by providing more quantities of the same item no additional points will be awarded i.e. two watercarts will be awarded 1 point.</p>	15
Financial Capability	<p><u>Financial Capacity: Operating cash flow</u></p> <p>The operating cash flow ratio measures a company's short-term liquidity. Formula: Operating Cash Flows Ratio = Cash Flows from Operations/Current Liabilities. Bidder should submit a complete set of financial statements. (Current financial statements must be prepared and signed by an</p>	<p>0. No Submission of financial Statement</p> <p>1. Submission of incomplete financial statement</p> <p>2. Operating Cash Flows Ratio $X < 0$</p> <p>3. Operating Cash Flows Ratio $0 < X < 0.5$</p> <p>4. Operating Cash Flows Ratio $0.5 < X < 1$</p> <p>5. Operating Cash Flows Ratio $X > 1$</p>	15

CRITERIA	SUB-CRITERIA	SCORING	WEIGHT
	independent registered professional)		
TOTAL			100

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

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)
BBB-EE 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 Certificate Documents/ B-BEEE Certificate/Affidavit

OBJECTIVE CRITERIA

- 4.1** Section 2(1)(f) of the PPPFA empowers an organ of state to award a tender to the highest scoring bidder unless there is an objective criteria that justify the award to another tenderer.
- 4.2** PRASA reserves the right to apply the objective criteria for this bid.
- 4.3** PRASA may award a bid to a bidder that did not score the highest points under the following circumstances:
- a) A negative track record of the bidder in other related projects;
 - b) spreading the award to bidders that have not been previously appointed;
 - c) the need to avoid concentrating awards to the previously appointed bidders.
- Prasa shall take into account the following:
- i. the number of bid(s) awarded to the highest scoring bidder(s) in the preceding financial years;
 - ii. the capacity of the highest scoring bidder(s) despite the previous appointments;
 - iii. the value and scope of the bid(s) already awarded to the highest scoring bidder(s);
 - iv. the materiality of the price difference between the highest scoring bidder and other bidders; and
 - v. whether the goods, services or works are of a specialised nature.

APPOINTMENTS OTHER THAN THE SUCCESSFUL BIDDER

- 4.4** PRASA may appoint a bidder other than the successful bidder under the following instances:
- (i) When a successful bidder, after having been informed of the acceptance of its Bid, fails to sign a contract within a prescribe period of time e.g. 14 (fourteen) days after being called upon to do so;
 - (ii) When a successful bidder has failed to provide the necessary security, bonds or guarantees within the time required to do so by PRASA;
 - (iii) When a successful bidder fails to meet a condition precedent for the award of business (e.g. to obtain the necessary funding); and
 - (iv) When final contract negotiations with a preferred bidder fails and a contract is not agreed upon.
- 4.5** PRASA will only award a bid to a bidder other than the highest scoring bidder provided that such bid is still within the bid validity period.
- 4.6** Only if the second ranked bidder is also unable/unwilling, PRASA may proceed to the third ranked bidder.

SECTION 4**PRICING AND DELIVERY SCHEDULE**

Bidders are required to complete the attached Pricing Schedule

- 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 (delete if not applicable).
- 4 Cost breakdown must be indicated.
- 5 Price escalation basis and formula must be indicated.
- 6 To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 7 Please note that should you have offered a discounted price(s), PRASA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- 8 Bidders are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Bidder. PRASA may:
- 9 Negotiate a market-related price with the Bidder scoring the highest points;
- 10 If that Bidder does not agree to a market-related price, negotiate a market-related price with the Bidder scoring the second highest points;
- 11 If the Bidder scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Bidder scoring the third highest points;
- 12 If a market-related price is not agreed with the Bidder 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

_____ (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 Bidder awarded the contract may only enter into a subcontracting arrangement with PRASA's prior approval. The contract will be concluded between the successful Bidder and PRASA, therefore, the successful Bidder 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:

.....

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:

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 Bidder's declaration regarding PEPs/PIPs

PRASA requires bidders to disclose if they have Politically Exposed Persons ("PEP")² or Prominent Influential Persons ("PIP")³ and related individuals in their organisation and/or beneficial owners / shareholders who are PEP/PIP.

PRASA reserves the right not to enter into a business relationship with such person, official or entity, provided there are objective factors that justify the conclusion of such business relationship, and the decision is based on achieving the best interest of PRASA.⁴

3.1 Is the bidder a PEP/PIP? **YES/NO**

3.2 Does the bidder have an existing relationship with a PEP/PIP? **YES/NO**

3.3 Where a relationship with a PEP/PIP exists, the bidder is required to furnish particulars of the nature of the exposure, term of the office and description of activities relating to exposure, in table below.

Name of PEP/PIP & Nature of the Exposure/Influence	Term of the office	Description of activities relating to Exposure/Influence

3.4 Declaration:

I/We the undersigned _____ (Name) hereby certify that the PEP/PIP information furnished in this bid document is true and correct. We further certify

² Both foreign and domestic politically exposed person as specified in Schedule 3A and 3B of the Financial Intelligence Centre Act No. 38 of 2001 as amended. (refer to Annexure 2 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties).

³ As reflected in Schedule 3C of the Financial Intelligence Centre Act No.38 of 2001 (refer to Annexure 2.1.2 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties).

⁴ Clause 4.5 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties.

that we understand that where it is found that we have made a false declaration or statement in this bid, PRASA may disqualify our bid or terminate a contract we may have with PRASA where we are successful in this tender.

Signature

Date

Position

Name of bidder

4 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 consortium⁵ 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, 3 and 4 ABOVE IS CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

⁵ 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.

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**

(delete whichever is not applicable for this tender).

- 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	
SPECIFIC GOALS	
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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.2. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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 points is allocated for price on the following basis:

80/20

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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	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	

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- AS AND WHEN: GENERAL BUILDING REPAIRS AND MAINTENANCE (PARK STATION)**

a. **SCOPE OF THE DESIRED SOLUTION**

To appoint Two (2) general building service providers on an As and When basis to repair and maintain the facilities within the station for a period of 36 months at Johannesburg Park Station.

The scope of works will cover repairs, and maintenance as required, but not limited to the following building related works as noted below.

Building related works internal structures

- Tiling
- Internal walls
- Carpentry and Joinery
- Ironmongery
- Metal Works
- Glazing
- Ceiling

Building related works external structures

- Gutters, downpipes, and roof covering
- External walls
- Doors security gates
- Window bugler bars
- Boundary walls, gates, and fencing

Access ways, bridges, subways, platforms, parking areas, commuter shelters and common areas

- Paving
- Tar surface
- Manhole covers
- Social distance markings
- Painting of Platform yellow lines
- Car park line markings
- Soffit ceilings

a) DETAILS ON THE PREFERRED SOLUTION

The preferred solution shall address the issues of capacity and staff shortages by introducing a service provider that will be based at the station to achieve the acceptable business turnaround time in response to emergency repairs and unplanned maintenance.

b) TARGETED AREA BY THIS PROJECT

- The request is to appoint 1 service provider that will service the entire Park Station as per below areas:
 - Metro concourse
 - Platforms
 - Western concourse
 - Eastern Concourse
 - Y-Concourse
 - Bus waiting areas
 - Bus loading areas
 - Offices
 - Shosholoza Meyl waiting area
 - Food court
 - Mezzanine level
 - Banking mall
 - External areas

2. OTHER RELATED PROJECTS

None

The scope also includes a 24hr, Monday to Sunday emergency standby service as and when required by PRASA-CRES.

2. SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

SPECIFICATION- AS AND WHEN: GENERAL BUILDING REPAIRS AND MAINTENANCE.

PREAMBLE

2.1 Definitions

- 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.
- Facilities Manager: A manager of PRASA-CRES responsible of building and infrastructure portfolio or any person authorised to act in that capacity.
- 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.
- Contractor: Successful tender who is appointed by PRASA-CRES and will be responsible to carry out the works as per this specification.

2.2 Maintenance References

2.2.1 All Building related work shall be in accordance with the following publications

- SABS 0400 other applicable Code of Practices
- OHS Act 85 of 1993 as amended and
- Other applicable Municipal By-Laws and Regulations

2.3 Maintenance

- 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.

- 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 and on the approval of such quotations the Contractor will correct or repair accordingly.

- 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.

3 Contract Performance

3.1 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

3.2 Services Measure and Expectations

Response Times for:

Request For Quotation SCM_2024

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

4 General Information

- 4.1 The contractor shall be or have in his employment qualified Artisans leading maintenance teams, proof of qualifications for maintenance team leaders shall be provided on request.
- 4.2 The Contractor must have the capacity to be able to work on more than one site at any given time.
- 4.3 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.
- 4.4 All material removed to be returned to PRASA-CRES unless otherwise stated.
- 4.5 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.

5 Safety and Provision of Materials:

- 5.1 The contractor is responsible for supply of all material required to repair the faults as per job cards /work order.
- 5.2 All material used shall be of high standard (SABS approved)
- 5.3 The material item price shall be based on standard market related plus the percentage mark-up fee.
- 5.4 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.
- 5.5 Please note the following local content threshold will apply when supplying material.
- 5.5.1 100% on steel products.
- 5.5.2 100% on Polyvinyl Chloride (PVC) pipes.
- 5.6 All materials supplied and workmanship to meet the prescribed Statutory Requirements, including the Occupational Health and Safety Act of 1993.
- NB: The contractor material supplier must be a reputable material supplier and only market related material prices will be accepted by PRASA.

5.7 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.

6 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.

7 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 being 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 Artisan in specific Trade.

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 contractor shall ensure that the work done is as approved by the project manager.