


**BID NUMBER: CRES/NGR/004/05/2023**

**REQUEST FOR PROPOSAL (RFP) FOR THE  
PROVISION OF CLEANING, HYGIENE AND  
HORTICULTURAL SERVICES AND LIGHT CLEANING OF  
TRAIN SETS AT MABOPANE STATION IN NGR FOR A  
PERIOD OF THREE (3) YEARS – 36 MONTHS**

CLOSING DATE	23 AUGUST 2023
CLOSING TIME	12:00
COMPULSORY BRIEFING SESSION	<p>PRETORIA STATION LOUNGE CORNER 546 PAUL KRUGER &amp; SCHEIDING STREETS PRETORIA STATION PRECINCT 0001</p> <p>DATE: 2 AUGUST 2023 TIME: 10:00 – 11:00</p>
BID DOCUMENTS DELIVERY ADDRESS	<p>PASSENGER RAIL AGENCY OF SOUTH AFRICA TENDER BOX LOCATED IN RECEPTION AREA OF PRASA CRES NGR OFFICES, DARK GREY BUILDING CORNER 546 PAUL KRUGER &amp; SCHEIDING STREETS PRETORIA STATION PRECINCT 0001</p>
BIDDER NAME	.....
SPECIAL CONDITIONS FOR TENDERS	<ul style="list-style-type: none"><li>• Bidders must be registered on the National Treasury's Central Supplier Database (CSD) and have their tax matters in order prior to award of business.</li><li>• Bidders must be compliant with the latest circular of the Gazetted Labour Rate for Contract Cleaners, in accordance with section 6(2) of the National Minimum Wage Act, No. 9 of 2018.</li></ul>

<b>BID DESCRIPTION: REQUEST FOR PROPOSAL - PROVISION OF CLEANING, HYGIENE AND HORTICULTURAL SERVICES AND LIGHT CLEANING OF TRAIN SETS AT MABOPANE STATION IN NGR FOR A PERIOD OF THREE (3) YEARS – 36 MONTHS</b>	 <b>prasa</b> <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
<b>BID NUMBER: CRES/NGR/004/05/2023</b>	

## Disclaimer

This document is provided solely for the purpose set out in this RFP and is not intended to form any part or basis of any investment decision by Bidders. The recipient should not consider the document as an investment recommendation by PRASA or any of its advisers.

Each person to whom this document (and other later documents) is made available must make his own independent assessment of the Project after making such investigation and taking such professional advice as he/she or it deems necessary. Neither the receipt of this document or any related document by any person, nor any information contained in the documents or distributed with them or previously or subsequently communicated to any Bidder or its advisers, is to be taken as constituting the giving of an investment advice by PRASA or its advisers.

Whilst reasonable care has been taken in preparing this RFP and other documents, they do not purport to be comprehensive or true and correct. Neither PRASA nor any of its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in any document.

They acquaint themselves with this RFP and take note that no representation or warranty, express or implied, is or will be given by PRASA, or any of its officers, employees, servants, agents or advisers with respect to the information or opinions contained in any document or on which any document is based. Any liability in respect of such representations or warranties, howsoever arising is hereby expressly disclaimed.

If any recipient, or its employees, advisers or agents make or offers to make any gift to any of the employees of PRASA or consultant to PRASA on the RFP either directly or through an intermediary then such recipient, Bidder will be disqualified forthwith from participating in the RFP.

Each recipient of this RFP agrees to keep confidential any information of a confidential nature which may be contained in the information provided (the “Confidential Information Provided”). The Confidential Information provided may be made available to Bidder’s subcontractors, employees and professional advisers who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality) but shall not, either in the whole or in part, be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without the prior written consent of PRASA, nor may it be used for any other purpose than that for which it is intended.

These requirements do not apply to any information, which is or becomes publicly available or is shown to have been made available (otherwise than through a breach of a confidentiality obligation). Bidders,

Key Contractors and their constituent members, agents and advisers, may be required to sign confidentiality Contracts/undertakings (in such form as PRASA may require from time to time).

All Confidential Information Provided (including all copies thereof) remains the property of PRASA and must be delivered to PRASA on demand. Further, by receiving this RFP each Bidder and each of its members agrees to maintain its submission in Bid to this RFP confidential from third parties other than PRASA and its officials, officers and advisers who are required to review the same for the purpose of procurement of the RFP.

Any recipient residing outside the Republic of South Africa is urged to familiarise themselves with and to observe any regulatory requirements relevant to the proposed transaction (whether these derive from a regulatory authority within or outside the Republic of South Africa).

Any requirement set out in this RFP regarding the content of a response to the RFP is stipulated for the sole benefit of PRASA, and serves as expressly stated to the contrary, may be waived at its discretion at any stage in the procurement process.

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

- Modify the RFP's goods / service(s) / works and request Respondents to re-bid on any changes;
- Withdraw, amend the RFP at any time without prior notice and liability to compensate or reimburse any respondent;
- Reject any Proposal which does not conform to instructions and specifications which are detailed herein
- Disqualify Proposals submitted after the stated submission deadline;
- Call a respondent to provide additional documents which PRASA may require which have not been submitted to PRASA.
- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP's closing date;
- Make no award at all;
- Validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to PRASA to do so;

- Request annual financial statements prepared and signed off by a professional accountant or other documentation for the purposes of a due diligence exercise; and/or
- Not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it.

To adopt any proposal made by any bidder at any time and to include such proposal in any procurement document which may or may not be made available to other bidders.


All costs and expenses incurred by Bidders in submitting responses to this RFP shall be borne by the Bidders and PRASA shall not be liable for any costs or expenses whatsoever or any claim for reimbursement of such costs or expenses.

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 and/or place the Respondent on PRASA's list of Restricted Suppliers.

PRASA reserves the right to negotiate market-related price with the bidder scoring the highest points or cancel the bid; if the bidder does not agree to a market related price, negotiate a market related price with the bidder scoring the second highest points or cancel the bid; 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 or cancel the bid. If the market related price is not agreed as envisaged in this paragraph, PRASA will cancel the bid.

PRASA reserves the right to negotiations Best and Final Offer (BAFO) with selected Respondents where none of the Proposals meet RFP requirement, are affordable and demonstrate value for money and there is no clear preferred response to the RFP

PRASA will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.


<b>BID DESCRIPTION: REQUEST FOR PROPOSAL - PROVISION OF CLEANING, HYGIENE AND HORTICULTURAL SERVICES AND LIGHT CLEANING OF TRAIN SETS AT MABOPANE STATION IN NGR FOR A PERIOD OF THREE (3) YEARS – 36 MONTHS</b>	 <b>prasa</b> <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
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## **1 LIST OF ANNEXURES TO THE RFP**

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## 2 ACRONYMS

BBBEE	Broad Based-Black Economic Empowerment
CIDB	Construction Industries Development Board
DTiC	The Department of Trade and Industry and Competition
PPPFA	Preferential Procurement Policy Framework Act 5 of 2000 (as amended from time to time)
PFMA	Public Finance Management Act No.1 of 1999 (as amended from time to time)
PRASA	Passenger Rail Agency of South Africa
RFP	Request for Proposal
SANAS	South African National Accreditation System

### 3 INTERPRETATION


In this RFP, unless inconsistent with or otherwise indicated by the context –

- 4.1 headings have been inserted for convenience only and should not be taken into account in interpreting the RFP;
- 4.2 any reference to one gender shall include the other gender;
- 4.3 words in the singular shall include the plural and vice versa;
- 4.4 any reference to natural persons shall include legal persons and vice versa;
- 4.5 words defined in a specific clause have the same meaning in all other clauses of the RFP, unless the contrary is specifically indicated;
- 4.6 any reference to the RFP, schedule or appendix, shall be construed as including a reference to any RFP, schedule or appendix amending or substituting that RFP, schedule or appendix;
- 4.7 the schedules, appendices and Briefing Notes issued pursuant to this RFP, form an indivisible part of the RFP and together with further clarifying and amending information provided by PRASA, constitute the body of RFP documentation which must be complied with by Bidders;
- 4.8 in the event of any inconsistency between this RFP or other earlier information published with regard to the Project, the information in this RFP shall prevail; and
- 4.9 this RFP shall be governed by and applied in accordance with South African law.

## 4 DEFINITIONS

In this RFP and in any other project documents (as defined below) which so provides, the following words and expressions shall have the meaning assigned to them below and cognate expressions shall have a corresponding meaning, unless inconsistent with the context:

- 5.1 “Accounting Authority” means the Board of PRASA;
- 5.2 “Contract” means the Contract to be entered between PRASA and the successful Bidder for the provision of the *services* procured in this RFP.
- 5.3 “Bid” means the Bid to the RFP submitted by Bidders;
- 5.4 “Bidders Briefing Session” means the compulsory briefing session to be held at the offices of PRASA, in order to brief the Bidders about this tender;
- 5.5 “Black Enterprise” means an enterprise that is at least 51% beneficially owned by Black People and in which Black People have substantial Management Control. Such beneficial ownership may be held directly or through other Black Enterprises;
- 5.6 “Black Equity” means the voting equity held by Black People from time to time;
- 5.7 “Black People” has the same meaning as ascribed to the Broad-Based Black Economic Empowerment Act, 2003, as amended.
- 5.8 “Black Woman” means African, Coloured and Indian South Africa Female citizen;
- 5.9 “Briefing Note” means any correspondence to Bidders issued by the PRASA;
- 5.10 “Business Day” means any day except a Saturday, Sunday or public holiday in South Africa;
- 5.11 “Bidders” means individuals, organisations or consortia that have been submitted responses to the RFP in respect of the tender;
- 5.12 “Consortium” means any group of persons or firms jointly submitting a Bid as Bid to this RFP and “Consortia” means more than one Consortium;
- 5.13 “Contractor” the successful Bidders who has signed a Contract with PRASA in terms of this RFP.
- 5.14 “Closing Date” means the closing date for submission of bids/ Proposals by Bidders which is **23rd August 2023 at 12:00 Midday;**
- 5.15 “Project” means this project for the **PROVISION OF CLEANING, HYGIENE AND HORTICULTURAL SERVICES AND LIGHT CLEANING OF TRAIN SETS AT MABOPANE STATION IN NGR FOR A PERIOD OF THREE (3) YEARS – 36 MONTHS**
- 5.16 “RFP” means the Request for Proposals issued by PRASA for this tender; and
- 5.17 “Scope of Work” means the scope of work for this project as detailed out in the RFP technical specifications.

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## SECTION 1

### NOTICE TO BIDDERS

#### 1 INVITATION TO BID

You are hereby invited to submit a bid to meet the requirements of the Passenger Rail Agency of South Africa. Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations, or enterprises [hereinafter referred to as an **entity, Bidder**].

<b>BID DESCRIPTION</b>	<b>PROVISION OF CLEANING, HYGIENE AND HORTICULTURAL SERVICES AND LIGHT CLEANING OF TRAIN SETS AT MABOPANE STATION IN NGR FOR A PERIOD OF THREE (3) YEARS – 36 MONTHS</b>
<b>BID ADVERT</b>	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge. With effect from 21 July 2023
<b>ISSUE DATE</b>	<b>21 July 2023</b>
<b>COMPULSORY BRIEFING SESSION</b>	<b>PRETORIA STATION LOUNGE CORNER 546 PAUL KRUGER &amp; SCHEIDING STREETS PRETORIA STATION PRECINCT 0001</b>  <b>DATE: 2 August 2023</b>  <b>TIME: 10:00 – 11:00</b>
<b>CLOSING DATE OF TENDER (FINAL BID SUBMISSION)</b>	<b>23 August 2023 at 12:00 Midday</b> Bidders must ensure that bids are delivered timeously to the correct address.  As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
<b>VALIDITY PERIOD</b>	<b>90 Working Days from Closing Date</b> Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.
<b>CLOSING DATE FOR QUESTIONS</b>	<b>15 August 2023 by 14:00</b>
<b>CLOSING DATE FOR RESPONSES TO QUESTIONS</b>	<b>18 August 2023 by 16:00</b>
<b>CONTACT PERSON</b>	<b>MS. KHUTHAZWA PIKE</b>

<b>BID DESCRIPTION: REQUEST FOR PROPOSAL - PROVISION OF CLEANING, HYGIENE AND HORTICULTURAL SERVICES AND LIGHT CLEANING OF TRAIN SETS AT MABOPANE STATION IN NGR FOR A PERIOD OF THREE (3) YEARS – 36 MONTHS</b>	 <b>prasa</b> <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
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Any additional information or clarification will be emailed to all Respondents, if necessary.

## 2 FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted at **PRASA CRES, PRETORIA STATION LOUNGE, CORNER 546 PAUL KRUGER & SCHEIDING STREETS, PRETORIA STATION PRECINCT, 0001** on the **2 August 2023**, at **10:00am**. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late. Bidders are required to pay for their own parking tickets.

2.1 *A Certificate of Attendance in the form set out in Form D hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing.* Bidders must also appear on the Compulsory Briefing Session Register.

2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified.

## 3 BRIEFING SESSION MINUTES AND NOTES

3.1 PRASA will issue briefing session minutes or notes together with the response to the clarification questions on the **(18 August 2023 by 16:00)**

3.2 Clarifications will be issued to all Respondents to this RFP utilizing the contact details provided at receipt of the responses to the RFP documentation, after submission to the authorised representative.

3.3 Bidders / Respondents are requested to promptly confirm receipt of any clarifications sent to them.

3.4 Bidders / Respondents must ensure responses to the clarifications are received on or before the deadline date stated.

## 4 PROPOSAL SUBMISSION OF RFP RESPONSE

Proposal Responses should be submitted to PRASA in a sealed envelope addressed as follows:

The Secretariat / Tender Office **Ms. Khuthazwa Pike**

RFP No: **CRES/NGR/004/05/2023**

Description of Bid **PROVISION OF CLEANING, HYGIENE AND HORTICULTURAL SERVICES AND LIGHT CLEANING OF TRAIN SETS AT MABOPANE STATION IN NGR FOR A PERIOD OF THREE (3) YEARS – 36 MONTHS**

Closing date and time: **23 August 2023 at 12:00 Midday**

Closing address **PRASA CRES – NGR, SUPPLY CHAIN MANAGEMENT TENDER OFFICE, DARK GREY BUILDING, CORNER 546 PAUL KRUGER & SCHEING STREETS, PRETORIA STATION PRECINCT, PRETORIA, 0001**

## 5 DELIVERY INSTRUCTION FOR RFP

### Delivery of Bid

The Bid envelopes should be deposited in the PRASA tender box which is located at the Reception Area/Ground Floor of the PRASA CRES PRETORA OFFICES (NGR) and should be addressed as follows:


**FOR ATTENTION: MS. KHUTHAZWA PIKE  
PRASA CRES – NGR, SUPPLY CHAIN MANAGEMENT TENDER OFFICE,  
DARK GREY BUILDING,  
CORNER 546 PAUL KRUGER & SCHEING STREETS,  
PRETORIA STATION PRECINCT,  
PRETORIA,  
0001**

### 5.1 B-BBEE Joint Ventures or Consortiums

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, should state their intention to do so in their RFP submission. Such Respondents should also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners should submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by PRASA through this RFP process. This written confirmation should clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to PRASA.

## 6 COMMUNICATION

- 6.1 For specific queries relating to this RFP during the RFP process, bidders are required to adhere strictly to the communication structure requirements. An RFP Clarification Form should be submitted to [PIKEK@PRASA.COM](mailto:PIKEK@PRASA.COM) or [NRG.TENDERENQUIRIES@PRASA.COM](mailto:NRG.TENDERENQUIRIES@PRASA.COM) before **15 August 2023 by 14:00**, substantially in the form set out in **Annexure 2** hereto.
- 6.2 In the interest of fairness and transparency PRASA's response to such a query will be made available to the other Respondents who have attended a compulsory and a non-compulsory briefing session. For this purpose PRASA will communicate with Respondents using the contact details provided at the compulsory and a non-compulsory briefing session.

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6.3 During and after the closing date of the RFP, a Respondent may only communicate in writing with the **MS. KHUTHAZWA PIKE**, at telephone number **012 748 7456**, email [PIKEK@PRASA.COM](mailto:PIKEK@PRASA.COM) or **MR. MAX MASHABANE**, at telephone number **012 748 7562**, email [NGR.TENDERENQUIRIES@PRASA.COM](mailto:NGR.TENDERENQUIRIES@PRASA.COM) on any matter relating to its RFP Proposal.

6.4 Respondents are to note that changes to its submission will not be considered after the closing date.

6.5 Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of PRASA in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will automatically be disqualified and restricted from doing business with PRASA in future.

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6.6 Bidders are advised utilize this email address ([SCM.Complaints@prasa.co.za](mailto:SCM.Complaints@prasa.co.za)) 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:

- 6.6.1 Bid/Tender Description
- 6.6.2 Bid/Tender Reference Number
- 6.6.3 Closing date of Bid/Tender
- 6.6.4 Supplier Name;
- 6.6.5 Supplier Contact details
- 6.6.6 The detailed compliant

## 7 CONFIDENTIALITY

7.1 PRASA shall ensure all information related to this RFP is to be treated with strict confidence. In this regard Respondents / Bidders are required to certify that they have acquainted themselves with the Non-Disclosure Agreement All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to PRASA's business, written approval to divulge such information should be obtained from PRASA.

7.2 Respondents must clearly indicate whether any information submitted or requested from PRASA is confidential or should be treated confidentially by PRASA. In the absence of any such clear indication in writing, PRASA shall deem the response to the RFP to have waived any right to confidentiality and treat such information as public in nature.

## 8 INSTRUCTIONS FOR COMPLETING THE RFP

8.1 All responses to the RFP should be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical and compliance response, the second envelop/box shall only have the financial response and BBEE response.

8.2 Bidders are required to package their response/Bid as follows:

### **Volume 1 (Envelope 1/Package 1)**

- **Part A:** Mandatory Requirements Response
- **Part B:** Technical or Functional Response (response to scope of work)

### **Volume 2 (Envelope 2/ Package 2)**

- **Part C:** Financial Proposal and Specific Goals

**Volume 2** should be submitted in a separate sealed envelope. Bidders should make their pricing offer in envelope 2/package 2.

8.3 Bidders must submit 1 original response and may submit copies and an electronic version which must be contained in a Memory Card/External hard drive etc clearly marked in the Bidders name. PRASA reserves the right to consider information provided in all formats irrespective the format i.e original/copy/electronic.

8.4 Bidders should ensure that their response to the RFP is in accordance with the structure of this document.

8.5 Where Bidders are required to sign forms, they are required to do so using **preferably black ink pen**.

8.6 Any documents forming part of the original responses to RFP but which are not original in nature, should be certified as a true copy by a Commissioner of Oaths.

8.7 Each response to RFP must be in English and submitted in A4 format, except other graphic illustrations, which may not exceed A3 format, unless the contrary is specifically allowed for in this RFP. Responses to RFP should be neatly and functionally bound, preferably according to their different sections.

8.8 The original responses to RFP must be signed by a person duly authorized by each consortium member and Subcontractor to sign on their behalf, which authorization must form part of the responses to RFP as proof of authorization. By signing the responses to



RFP the signatory warrants that all information supplied by it in its responses to RFP is true and correct and that the responses to RFP and each party whom the responses to RFP signatory represents, considers themselves subject to and bound by the terms and conditions of this RFP.

- 8.9 The responses to RFP formulation should be clear and concise and follow a clear methodology which responses to RFP should explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- 8.10 Responses to RFP must provide sufficient information and detail in order to enable PRASA to evaluate the responses to RFP but should not provide unnecessary detail which does not add value and detracts from the ability of PRASA to effectively evaluate and understand the responses to RFP. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.
- 8.11 Information submitted as part of a responses to RFP should as far as possible, be orderly according to the order of the required information requested by PRASA. All pages should be consecutively numbered.
- 8.12 Responses to RFP should ensure that each requirement contained in the RFP is succinctly addressed. Responses to RFP should as far as possible use the terms and definitions applied in this RFP and should clearly indicate its interpretation of any differing terminology applied.
- 8.13 Response to RFP documents are to be submitted to the address specified in **this RFP**, and Bidders should ensure that the original and copies (where applicable) are identical in all respects as PRASA will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document.
- 8.14 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 8.15 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 16 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.
- 8.16 Bidders are required to review the Contract. Bidders may further amend and/or delete any part of the Draft Contract where they deem fit to do so. Where Bidders have amended and/or deleted any part of the Contract, it must be clearly visible by using track changes and must

ensure that the disc copy of their bid submission for the Draft Contract is in word version and not password protected. **It must be noted that the marked-up Contract will form part of contract negotiations processes with the preferred bidder.**

## 9 RFP TIMETABLE

PRASA may at its sole discretion amend any of the milestone dates indicated in the table below. Bidders will be informed of any amendments to the timeline through the issue of the Addendum.

RFP PROCESS	MILESTONE DATES
Bid issue date	21 July 2023
Briefing Session for Bidders at the Pretoria Station Lounge (next to Gautrain Main Entrance, Pretoria Station Precinct]	2 August 2023 from 10:00 – 11:00
Closing date for Questions	15 August 2023 by 14:00
Closing date for Responses to Questions	18 August 2023 by 16:00
Closing Date for Submission of final Bid	23 August 2023 at 12:00 Midday
Evaluation of Proposals (Bidders note that PRASA may call for Presentation of bidders offers at any stage of the evaluation process)	TBA
Appointment of the successful Bidder	TBA
Contract Negotiations	TBA
Signing of Contract	TBA
Contract Commencement	TBA

PRASA may at its sole discretion amend any of the milestone dates indicated in the table above. Bidders will be informed of any amendments to the timeline through the issue of briefing notes.

## 10 LEGAL COMPLIANCE

Bidders should ensure that they comply with all the requirements of the RFP and if Bidders fail to submit any of the required documents, such Bids may, at the sole discretion of PRASA, be disqualified. PRASA reserves the right to call a Bidder to provide additional documents which may have not been submitted.

The successful Bidder [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

## 11 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. 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>. Respondents are required to provide the following to PRASA in order to enable it to verify information on the CSD:

**Supplier Number:** \_\_\_\_\_ **Unique registration reference number:** \_\_\_\_\_.

## 12 TAX COMPLIANCE

Respondents must be compliant when submitting a proposal to PRASA and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this RFP that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

Respondents are required to be registered on the Central Supplier Database (CSD) as indicated in paragraph 12 and the National Treasury shall verify the Respondent's tax compliance status through the Central Supplier Database (CSD).

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database (CSD) and their tax compliance status will be verified through the Central Supplier Database (CSD).

**For this purpose, the attached SBD 1 marked Annexure 3 must be completed and submitted as an essential returnable document by the closing date and time of the bid.**

New Tax Compliance Status (TCS) System

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

Respondents are required to provide the following to PRASA in order to enable it to verify their tax compliance status:

**Tax Compliance Status (TCS) Pin:**\_\_\_\_\_.

### **13 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.

## SECTION 2

### BACKGROUND OVERVIEW AND SCOPE REQUIREMENTS

#### 1 INTRODUCTION

The purpose of the submission is to obtain the approval for the appointment of a reputable soft services provider to deliver a 24-hour daily station cleaning services for Mabopane Station and to render disinfection/sanitizing services of train sets at turn-around point. The service is required for a period of Three (3) years (36 months). The contract will be reviewed annually and Prasa Cres reserves the right to renew, amend its requirements or dissolve the contract depending on the need for the service and the performance of the service provider.

The scope of work for the cleaning, hygiene and horticulture service at Mabopane Station, which is categorized as a Super Core Station, entails the following:

- Provision of cleaning materials, consumable and equipment.
- Provision of hygiene services at the station, including toilet attendants for Commuter toilets .
- Cleaning of railway tracks, platforms, concourse area, shopping complex, subways and footbridges.
- Cleaning of staff offices around the station precinct.
- Provision of horticultural services and vegetation removal.
- Light cleaning of trainsets at turn-around point.

PRASA's objectives is to achieve a high standard of hygiene and cleanliness at Mabopane Station; and ensure the Health and Safety of Staff and Commuters.

#### 2 BACKGROUND OVERVIEW

Mabopane Station is one of the flagship stations in the Northern Gauteng Region and is currently vandalized. The station platforms and subways are fully functional. However, the newly built concourse area was vandalized in April 2020 during the Covid-19 National Shutdown. It is anticipated that a turnkey project for the refurbishment of the concourse area will be implemented in this current year of 2023 until 2026 (3-year period); however appointment for a service provider to undertake the project is awaiting approval.

It should also be noted that the cleaning contract for Mabopane Station expired at the end of April 2023 and entailed a reduced number of cleaning personnel due to the closure of the vandalized concourse area. The previous contractor was appointed for a period of seven (7) months through an RFQ process. The successful bidder will be expected to commence the work on the 01 September 2023 during the implementation of the anticipated turnkey project. As such, under the contract, Prasa reserves the right to adjust its requirements, amend the scope of work and reduce the personnel required to fulfil the contract obligation. The Service Provider will require specialized industrial equipment to ensure that they deliver high quality service that is necessary for the Super core Station. The implementation of the project will enable Prasa to address the non-compliances in relation to Occupational Health and Safety Act Regulations and address the NOSA findings in relation to hygiene requirements.

**2.1 PRASA seeks to benefit from this partnership in the following ways:**

- 2.1.1 PRASA must receive reduced cost of acquisition and improved service benefits resulting from the Service Provider's economies of scale and streamlined service processes.
- 2.1.2 PRASA must achieve appropriate availability that meets user needs while reducing costs for both PRASA and the chosen Service Provider(s).
- 2.1.3 PRASA must receive proactive improvements from the Service Provider with respect to provision of Services and related processes.
- 2.1.4 PRASA's overall competitive advantage must be strengthened by the chosen Service Provider's leading-edge technology and service delivery systems.
- 2.1.5 PRASA end users must be able to rely on the chosen Service Provider's personnel for service enquiries, recommendations, and substitutions.
- 2.1.6 PRASA must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

**3. KEY OBJECTIVES OF THE RFP**

This RFP has been prepared for the following purposes:

**3.1 TO SET OUT THE RULES OF PARTICIPATION IN THE BID PROCESS REFERRED TO IN THIS RFP.**

**3.2 TO DISSEMINATE INFORMATION ON THE PROJECT CONTEMPLATED IN THIS RFP.**

**3.3 TO GIVE GUIDANCE TO BIDDERS ON THE PREPARATION OF THEIR RFP BIDS.**

**3.4 TO GATHER INFORMATION FROM BIDDERS THAT IS VERIFIABLE AND CAN BE EVALUATED FOR THE PURPOSES OF APPOINTING A SUCCESSFUL BIDDER.**

**3.5 TO ENABLE PRASA TO SELECT A SUCCESSFUL BIDDER THAT IS:**

3.5.1 technically qualified and meet the empowerment criteria described in this RFP;

3.5.2 Carry all the obligations of the Contract.

#### **4 SCOPE OF WORK**

4.1 The appointed service provider shall be required to provide highest quality cleaning services for Mabopane Station Precinct as well as light train cleaning services during turn around process.

4.2 The provision of this service shall comply with applicable and relevant Laws and Regulations that govern the cleaning sector and Health and Safety Act (Act 85 of 1993) and Railway Safety Act (Act 16 of 2002).

4.3 The successful bidder shall be required to empower the local community by absorbing at least 50% of the workforce within communities that are located adjacent to the Mabopane Station precinct.

## 5. THE STATION FACILITIES AND SIZE

**5.1** The successful bidder will provide cleaning, hygiene and horticultural services in various facilities within the station precinct. Table 1 below summarizes all the facilities available at Mabopane Station when its fully functional.

The station has the following amenities:

**EXTERNAL AREAS include the following:**

- Parking Driveways
- Parking facilities
- Informal Trader's Market
- All the external and paved areas within the Station precinct offices

**INTERNAL AREAS include the following:**

- Two (2) x platforms
- Two (2) x footbridges and subways
- Four (4) x railway tracks (The extend of cleaning the railway track is 200m beyond the edges of the platform))
- Sixteen (16) x public ablution facilities
- Two (2) x staff offices and two (2) x ticket office
- The station is designed and built with additional facilities, lifts and escalators.

Table 1 depicts the facilities available at Mabopane Station.

Station name	Platform	Number of Footbridge/ Subway	Track Rails	Public Toilets	Ticket Office	Waiting Areas	Staff Offices	Parking area	Access control	Concourse	Entrances and Walkways	Waste Area/Facility
Mabopane	2	2	4	16	2	4	5	1	1	1	1	1
<b>TOTAL</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>16</b>	<b>2</b>	<b>4</b>	<b>5</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>	<b>1</b>

Table 1




<b>BID DESCRIPTION: REQUEST FOR PROPOSAL - PROVISION OF CLEANING, HYGIENE AND HORTICULTURAL SERVICES AND LIGHT CLEANING OF TRAIN SETS AT MABOPANE STATION IN NGR FOR A PERIOD OF THREE (3) YEARS – 36 MONTHS</b> <b>BID NUMBER: CRES/NGR/004/05/2023</b>	 <b>prasa</b> <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
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Table 2 below depicts the extent and size of the facilities:

Station name	Platform	Footbridge/S ubway	Track Rails	Public Toilets	Ticket Office	Waiting Areas	Staff Offices	Parking area	Access control	Concourse	Entrances and Walkways	Waste Area/Facility
Mabopane	6000m <sup>2</sup>	480m <sup>2</sup>	3408	80m <sup>2</sup>	40	3344m <sup>2</sup>	15	980	120	7500	3000	50
<b>TOTAL</b>	<b>31400m<sup>2</sup></b>	<b>1060m<sup>2</sup></b>	<b>3408</b>	<b>364m<sup>2</sup></b>	<b>40</b>	<b>3344m<sup>2</sup></b>	<b>15</b>	<b>980</b>	<b>120</b>	<b>7500</b>	<b>3000</b>	<b>50</b>

Table 2.

Table 3 below depicts the extent and size of the facilities.


Station name	Public Toilets	Metrorail, Prasa Cres Staff Offices	Parking area, Trades market common area, road surface area, Autopax parking	Waste Area/Facility
Mabopane	100m <sup>2</sup>	400m <sup>2</sup>	8000 m <sup>2</sup>	200 m <sup>2</sup>
<b>TOTAL</b>	<b>100m<sup>2</sup></b>	<b>400m<sup>2</sup></b>	<b>8000m<sup>2</sup></b>	<b>200</b>

Table 3

## 5.2 Hygiene Equipment and Services

The below Table 4 depicts the hygiene services required for Mabopane Station:

Hygiene services	Number of equipment to be serviced	Frequency of service for Staff Facilities	Frequency of service for Commuter Facilities
Urinal sanitisers refilling and batteries replacement (2 x LR20 alkaline as & when they run out)	15	Once a week	Regularly (Duo Blocks)
1 litre Auto instant Hand sanitisers refilling (80% ethanol or 75% isopropyl alcohol based)	8	Regularly	Regularly
Seat sanitisers refilling	15	Regularly	None
Sanitary bins liners	Continuously	Regularly	Regularly
Sanitary bins emptying ( <i>A waste transfer/disposal certificate must be provided, as per compliance with South African legislation</i> )	15	Once weekly	Biweekly
Sanitary bins sanitized	Continuously	Regularly	Regularly
<i>Air-freshener Dispensers refilling (readily biodegradable) and batteries replacement (2 x LR20 alkaline as &amp; when they run out)</i>	10	Regularly	Regularly

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Soap Dispensers refilling	10	Regularly	Regularly
Toilet roll ( <i>single ply, virgin paper (not recycled paper), South African Tissue Manufacturers Association (SATMA) compliant toilet paper, SABS 648:1980 compliant</i> )	Continuously	Regularly	Regularly
Auto paper Towel dispenser refilling and batteries replacement (4 x LR20 alkaline as & when they run out)	12	Regularly	None
Wall bins sanitizer	12	Biweekly	Biweekly

**Table 4.**

**N.B: Contractor shall submit hygiene waste disposal certificate.**

The successful bidder must submit or outsource sanitary waste disposal services to a Registered Company. This must be taken into consideration when pricing for Hygiene Services, which composes both replenishing or refill of equipment and disposal of hygiene waste. The bidders will be required submit the Hygiene Waste Disposal Certificate/Licence prior to Contracting.

### 5.3 PICTURES

The below pictures demonstrate the aerial view of the Station precinct as well as the platform areas:

**Image 1. Depicts the aerial view of Mabopane Station and Surrounding Areas:**



**Image 2 demonstrates the Platform area and includes Platforms 5, 6, 7 and 8:**



## 5.4 SPECIFICATION FOR HAND TOOLS AND CLEANING APPLIANCES

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

- |                                        |                                  |
|----------------------------------------|----------------------------------|
| a. Long Handle Brush                   | - recognized High Quality        |
| b. Squeegee                            | - recognized High Quality        |
| c. Microfiber cloth                    | - (Colour coded cleaning cloths) |
| d. Hand brush                          | - recognized High Quality        |
| e. Dusters                             | - recognized High Quality        |
| f. Gum remover                         | -recognized High Quality         |
| g. 500g Industrial Mops                | - recognized High Quality        |
| h. Long handle feather Dusters         |                                  |
| i. Two-way cleaning buckets            |                                  |
| j. Brooms                              |                                  |
| k. Step ladders                        |                                  |
| l. Industrial vacuum cleaner           |                                  |
| m. Industrial Walk behind sweeper x 2  |                                  |
| n. Industrial Walk behind scrubber x 2 |                                  |

- o. Industrial high-pressure cleaner
- p. Garden hosepipe (150m)
- q. Leaf blower
- r. Lawn mower
- s. Wet Floor warning signage
- t. Dish cloth
- u. Extension cord
- v. Caution / Hazard / Wet Floor Sign
- w. Feather dusters




- x. Janitors Cart with Heavy duty bag
- y. Brush cutters

## 5.5 LIST OF CONSUMABLES

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



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- Antimicrobial fog disinfectants solution
- Multi surface disinfectant cleaner
- 750 ml trigger bottles
- Bleach

## 5.6 The Staffing Plan and Shift System

5.6.1 The total cleaning staff/personnel to be provided in this specification is Forty-Three (43), comprising of Forty (40) Cleaners and Three (3) Supervisors as per Table 5 below. The below table further entails weekday shift allocation of Forty-Three (43) personnel and a reduced allocation of Thirty-three (33) personnel on Saturdays, Sundays and/or public holidays:

ITEM	Station name	Classification of the Station	Total Number of Personnel (Cleaners & Supervisors)	First Shift (Morning Session) 06:00 – 14:00	Second Shift (Afternoon Session) 14:00 - 22:00	Third Shift (Night Session) 22:00 - 06:00
1	MABOPANE	SUPER CORE (Cleaners)	40	15 Cleaners	15 Cleaners	10 Cleaners
2	SUPERVISOR		3	1 Supervisor	1 Supervisor	1 Supervisor
3	TOTAL NUMBER OF STAFF WEEKDAYS		43			
4	MABOPANE	SUPER CORE (Cleaners)	Total Number of Cleaners	First Shift (Morning Session) 06:00 – 14:00 (Weekends & Public Holidays)	Second Shift (Afternoon Session) 14:00 - 22:00 (Weekends & Public Holidays)	Third Shift (Night Session) 22:00 - 06:00 (Weekends and Public Holidays)
			30	10 Cleaners	10 Cleaners	10 Cleaners
5	SUPERVISOR		3	1 Supervisor	1 Supervisor	1 Supervisor
6	TOTAL NUMBER OF STAFF WEEKENDS & PUBLIC HOLIDAYS		33			

Table 5: Shifting Plan

**N.B: The weekend staff members is from the total number of Forty-three (43) weekday staff members.**

## 6 CONTRACTORS' STAFF UNIFORM TO BE USED ON SITE:

- a. Prior to commencement of work on site the Contractors' Staff must:
  - Be inducted by the Prasa SHE Department before working on site and in any Prasa site.
  - Have and use all safety and personal protective equipment (PPE) necessary for the task to be performed on site and in the site.
  - Conform to the acceptable standards of behaviour and dress appropriately.
- b. Protective Clothing: The contractor shall provide all forms of safety and protective clothing for their personnel. It will be the responsibility of the contractor to ensure that it is always worn. The clothing shall also clearly indicate the name of the firm on it in large and clear letters so that the public/staff can clearly identify the firm if needed. Full Personal Protective Equipment (PPE) shall always be worn whenever cleaning activities is performed and this shall include, but not be limited to, the following:
  - Safety shoes/boots
  - Overalls
  - Full length rubber gloves
  - Reflector bibs with company name.
  - Rain suits
  - **Facemask**
  - Hand hygiene gloves
  - Protective eyewear (*face shields only when performing Horticultural activity*)
  - Protective leg wear (*leggings as per the standard protective clothing worn only when performing Horticultural activity*)

## 7. PECIFICATION FOR HAND TOOLS AND CLEANING APPLIANCES

### Description of Service and Frequency

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

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

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




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	phones, keyboards, toilets, faucets, sinks		
		Access areas and concourses to be scrubbed.	Daily
		Air vents: dust and wipe air vents once every two months	Every second Month
		Remove Grass and Weeds	Weekly
<b>Lifts and Escalators (where applicable)</b>	<i>All areas around the lifts</i>	Wipe Clean landings, removing all dirt butts, etc. from joints and crevices.	Daily
		Wipe clean handrails.	Daily
		Wax - polish handrails.	Monthly
		Spot clean deck panels.	Continuously
		Thoroughly clean side panels.	Daily
		<b>Disinfect the high touch surface with an EPA (Environmental Protection Agency) registered household disinfectant</b>	Continuous
		Machines clean the treads.	Monthly
<b>Waste Collection Facility</b>	<i>Refuse Room and Collection Area</i>	Sort the waste and isolate recyclable waste from disposal waste	Daily
		Coordinate the processes of collection of waste (disposal and recyclable) - Call the collection Company and Maintain Records	Daily and as required
		Wash refuse containers	As required
		Wash floors with chemicals.	Daily
		Disinfect all areas with recommended insecticide and <b>with an EPA (Environmental Protection Agency) registered household disinfectant</b>	Weekly
<b>Storm-water Drainage and Channels</b>	<i>Storm-water drainage channels</i>	Storm water channels must be cleaned and cleared of dirt.	Weekly
<b>Glass area</b>	<i>concourse glass roof</i>	Clean wash the glass roof	Weekly
<b>Parking Area and Common External Areas of the facility</b>	<i>All common areas and parking</i>	Sweep surfaces	Daily
		Remove Papers, peels, cans/bottles, cigarette butts, leaves, excrement, used and unused condoms, bad smells, stagnant water, dirt bags, rodents, dead animals, overflowing dirt bins.	Daily
		Remove Grass and Weeds	Weekly

Facility	Areas	Description of Service	Frequency
<b>Horticulture Activity</b>	<i>The Station precinct areas</i>	Standard Tree Maintenance	Weekly

		<p>The feathering up / crown lifting of low hanging branches that may impede staff flow or be a public risk.</p> <p>Clearing of dead, diseased branches that may cause a risk.</p> <p>Prune branches away from the property line of depot.</p> <p>Clear any branch that may become a risk encroaching over any facilities within the scope range.</p> <p>Shape any tree that may have grown into an unbalanced deformed shape.</p>	
		<p>Contractors will be required to do collecting (clearing, chipping) of all branches, logs and debris from any work site within the Prasa Cres sites.</p> <p>This also to include the sweeping and raking up of all work sites and leave them in a clean and acceptable state.</p> <p>This work of clearing branches, logs and debris will be in Mabopane Station, where tree pruning operations have been carried out.</p>	Daily
	<i>All Tarred and Paved surface/Platform surface around the Station precinct</i>	Weeds eradication on paved surfaces: The contractor shall ensure that all the paved and tarred area are weeded out.	Weekly
	<i>Garden</i>	<p>Removal of weeds (or unwanted vegetation as shall be confirmed by Environmental Department)</p> <p>Trimming or pruning of plants and grass.</p> <p>Rehabilitation of gardens (e.g. mulching, soil loosening and related works), as and when required.</p>	Weekly
<b>Hygiene services</b>	<p><i>Urinal sanitisers refilling, Hand sanitisers refilling, Seat sanitisers, Sanitary bins liners, Sanitary bins sanitisers, Toilet paper; Paper hand towels,</i></p> <p><i>, Air fresheners refilling; Wall bins sanitisers.</i></p>	<p>The Contractor shall ensure that the hygiene consumables are always stocked, but not limited to:</p> <ul style="list-style-type: none"> <li>• Urinal sanitisers refilling, Hand sanitisers refilling, Seat sanitisers, Sanitary bins liners, Sanitary bins sanitisers, Toilet paper; Paper hand towels, Air fresheners refilling; Wall bins sanitisers etc. at all times.</li> </ul>	Continuously
		The Contractor shall ensure that all hygiene equipment is clean and free of obstructions.	Continuously

<b>BID DESCRIPTION: REQUEST FOR PROPOSAL - PROVISION OF CLEANING, HYGIENE AND HORTICULTURAL SERVICES AND LIGHT CLEANING OF TRAIN SETS AT MABOPANE STATION IN NGR FOR A PERIOD OF THREE (3) YEARS – 36 MONTHS</b>	 <b>prasa</b> <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
<b>BID NUMBER: CRES/NGR/004/05/2023</b>	

		The contractor shall supply and install hygiene equipment for all public ablutions	As and when required
		<i>Disinfect the common surface <b>an EPA</b> (Environmental Protection Agency) <b>registered household disinfectant</b></i>	Every 30 minutes
		The Contractor shall report any broken or Malfunctioning hygiene equipment immediately and replace within 72 hours.	Weekly
<b>TRAIN SET light Cleaning</b>	<i>EMU Interior coach</i>	<p>Clean the dust with broom / long feather duster to remove dirt from seats, behind heaters, in between seats, luggage racks and windowsills. Sweep clean the floor to be free of papers, tins, bottles, cigarettes butts, sweet papers, peanut shells, scrap bubble gum.</p> <p>The trains at the station will spend between 10 – 15 minutes before a return trip commences.</p> <p><b>NB: A set working schedule will be made available to the successful bidder that clearly indicates the arrival and departure time of all train sets.</b></p> <p>Where there is blood splattered or body fluid contamination (e.g., spills of vomit or fiscal matter), or water spills those should be cleaned immediately and any contaminated surfaces cleaned and disinfected.</p>	As and when required
<b>Deep Cleaning</b>	<i>Workplace Facilities with Suspected/Confirmed emerging viruses</i>	<i>Close off areas visited by the ill persons. Open outside doors and windows and use ventilating fans to increase air circulation in the area. <b>Cleaning staff should clean and disinfect all areas such as offices, bathrooms, common areas, shared electronic equipment used by the ill persons, focusing especially on frequently touched surfaces.</b></i>	As and when required
		<i>Cold/thermal fogging of the interior facilities and external surface including painted, paved, tar, tiles, station operational, staff offices areas.</i>	Twice Daily

Table 6: Description of service frequency

## 8. EXPECTATIONS AND SPECIFICATION REQUIREMENTS

### GENERAL

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

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

### OFFICES (*Staff Offices*)

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

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

## **ENTRANCES**

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

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

## **CORRIDORS**

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

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

### **Access and Concourse areas**

#### **Requirements: Concourses within the precinct will be maintained as required below:**

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

### **External Paved and Tarred areas**

#### **Requirements: Concourse areas within the precinct will be maintained as required below:**

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

### **Public Ablution Facilities – Toilets (Station, Concourse and public toilets etc.)**

***Requirements: Public Ablution Facilities will be maintained as required to enable management, staff, and any other persons to find the facility in a clean and tidy condition.***

1. Public ablution facilities must always be kept in a clean and tidy condition and free of bad odour.

2. Public ablution Facilities floors to be scrubbed using an approved and environmentally sensitive detergent.
3. There shall an inspection sheet and schedule at every ablution facility.
4. Public ablution facilities must be inspected regularly for cleanliness by the cleaning supervisor/staff and quality inspected, **on 30 minutes basis during the peak period and hourly during off-peak period**, by the cleaning supervisor of the contracting company.
5. Inspection checklist to include all defects including maintenance defects and these must be elevated to the Area/Depot Manager for maintenance response. Inspection checklist shall be signed-off.
6. The ablution facilities shall be free of graffiti from all tiled and painted surfaces.
7. All public ablution facilities must always be free of dirt and litter.
8. No plastic bags to be stored in the toilet facilities.
9. **Timed air fresheners** must be cleaned and replenished with air freshener on regular basis; under no circumstance should the timed air fresher be found empty.
10. **Soap dispensers** must be cleaned and replenished with hand soap on regular basis, under no circumstance should the soap dispenser be found empty.
11. **Moist toilet seat wipes holder** must be cleaned replenished with toilet seat wipes on regular basis, under no circumstance should the holder be found empty.
12. **Lockable toilet roll holders** must be cleaned and replenished with quality toilet roll on regular basis; under no circumstance should the toilet roll holder be found empty.
13. **Hand towel holder** must be cleaned and replenished with a hand towel on regular basis, under no circumstance should the hand towel holder be found empty.
14. Waste must always be removed from the waste bins and SHE bins.
15. Mirrors must always be clean and spotless.
16. Condom holders must always be clean and spotless.



## Access Control Cubicles

### **Requirements:** Access Control Areas will be maintained as required below:

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

### **Cleaning at Heights - Above 2.4m**

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

**NB: BIDDER TO MAKE PROVISION FOR REQUIRED EQUIPMENT, SAFETY LADDERS, HARNESES, CHERRY PICKERS, ETC IN ORDER TO CLEAN THESE WINDOWS – BIDDERS ARE TO TAKE NOTE DURING SITE INSPECTIONS ON WHAT WILL BE REQUIRED WHEN PERFORMING THE TASK**

The service provider shall ensure the following:

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



## **Showers and change rooms**

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

1. Garbage containers are free of dirt/dust, debris and marks.
2. Floors are free of dirt/dust, debris or stains. Floor finish has depth and shine
3. Hand soap, feminine hygiene and paper dispensers are free of dirt/dust, debris and marks and filled with appropriate hand soap and paper product.
4. Tables, chairs and/or benches are free of dirt/dust, debris and stains.
5. All glass and mirrors are free of dirt/dust, and stains.
6. Base boards are free of dirt/dust, build-ups and marks.
7. Lockers are free dirt/dust, build ups and marks.
8. Window coverings are free of dirt/dust, and stains.
9. Light fixtures and lenses are free of all dirt/dust.
10. Air vents are free of dust/dirt, debris and stains.
11. Desks and flat surfaces are free of dirt/dust, debris and stains.
12. Walls, doors, electrical switch plates are free of dirt/dust, debris and marks.
13. Hand basis, partitions, piping, toilets, urinals, floor drains, are free of dirt/dust, debris, marks and stains and sanitized daily.
14. Washrooms are spot-checked for cleanliness and vandalism as well as re-stocked as needed. Corrections made as needed on an hourly basis.

## **Station platforms and rail track areas**

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

1. Platform surfaces to be swept and scrubbed and free of dirt.
2. Scrubbing of platforms to be carried off peak, unless otherwise instructed *in writing* by the Station Manager.
3. Using of hose pipes is not allowed, Contractor is to familiarize himself/herself with new water restrictions and in consultation with the Facilities Department on this decision.

4. All platforms within the station precinct must always be free of dirt, litter grass and weeds.
5. The cleaning of tracks must be done during the off-peak and *under strict safe operating condition*. This work can **ONLY be done under PROTECTION** by Flagmen or Flag women.
6. All tracks within the station precinct must always be free of dirt, litter or any spillages.
7. All tracks must be blown with a power blower regularly and the litter picked up immediately and put into refuse bags.
8. No plastic bags to be stored on the platform or the rail track. These will only be stored in a place to be agreed upon between the contractor and the Facilities Department.
9. All areas shall be free of grass and weeds.

**Subways, stairs and all access ways**

**Requirements:** Subways and stairs will be maintained as required.

1. Floors to be scrubbed using a strong surface cleaner.
2. Walls to be scrubbed down and are free of dirt.
3. Stairs and floors to be swept regularly and as per arrangement and approval are hosed as and when required.
4. Storm water channels are not blocked and are free of foreign objects
5. Foot path (access to the station) to be always kept clean.
6. Subways must always be free of dirt and litter.
7. No plastic bags to be stored in the subways.

**Parking Areas**

**Requirements:** Parking areas must always be kept free of:

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

### Others

- a) **Basins** – wet wipe with hard surface cleaner, remove mineral deposits, fill liquid soap holders and paper hand towel dispensers when needed.
- b) **Blinds** – vertical: remove dust. Horizontal: damp wipe.
- c) **Carpets** – vacuum – high traffic and low traffic areas. Remove spots and stains as necessary. Interim clean as required. Restorative clean as required.
- d) **Ceilings** – dust and wipe air vents once every two months.
- e) **Chairs** – cloth: vacuum, spot clean as necessary and shampoo as required. Vinyl and leather – dust, daily and damp wipe fortnightly.
- f) **Desks** – natural, unsealed woods – dust. Sealed wood – polish. Scaled wood/glass/Formica – dust or damp wipe daily and polish weekly.
- g) **Doors** – remove finger-marks on glass and push plates daily, dust or damp wipe monthly and damp wipe door handles weekly.
- h) **Electrical Equipment** – dust daily, damp wipe weekly. Wet wipe and rinse inside surfaces of microwaves weekly or as necessary.
- i) **Mirrors** – in washrooms – wet wipe and dry daily or as necessary. Ornamental – use glass cleaner weekly.
- j) **Ovens/Stoves** – wet wipe hot plates with hard surface cleaner daily or as necessary. Use caustic aerosol spray on emulsify oven surfaces monthly.
- k) **Radiators / Aircon** – dust and damp wipe.
- l) **Refrigerators** – damp wipe top daily, damp wipe doors and sides daily.
- m) **Rubbish Bins** – empty and damp wipe daily and remove stains and disinfect weekly, or as necessary.
- n) **Shelves** – dust those that are empty weekly and damp wipe when shelves are cleared as required.
- o) **Sinks** – wet wipe as necessary daily
- p) **Skirting** – Wet wipe with hard surface cleaner weekly and remove stains and/or marks when necessary.
- q) **Tables** – in canteens wet wipe daily, other areas as for desks.
- r) **Taps** – wet wipe with hard surface cleaner daily and remove mineral deposits monthly.
- s) **Telephones** – dust and damp wipe with disinfectant weekly.

**t) Floors: Resilient**

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

**Station Concourse Glass Roof**

**Requirements: Station concourse glass roof will be maintained as required below:**

1. The work area must be secure your work area. Good balance must be maintained when using step ladders.
2. Remove residue and stubborn dirt marks without damaging the glass surface. Service provider must not use abrasives on the glass.
3. Surfaces must be rinsed and wipe thoroughly to avoid smears.
4. Ensure that all area surfaces are properly cleaned and free of dirt.

### **OFFICES (*Metrorail Staff Offices*)**

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

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

### **ENTRANCES**

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

1. Garbage containers are free of dirt/dust, debris and marks.
2. Floors and steps are free of dirt/dust, debris or stains. Floor finishes shine. Floors free of water or any spillage.
3. Tables, chairs and/or benches are free of dirt/dust, debris and stains.
4. All glass and mirrors are free of dirt/dust, and stains.
5. Base boards are free of dirt/dust, build-ups and marks.

6. Window coverings are free of dirt/dust, and stains.
7. Light fixtures and lenses are free of all dirt/dust.
8. Air vents are free of dust/dirt, debris and stains.
9. Walls, doors, shelving, lockers and electrical switch plates are free of dirt/dust, debris and marks.
10. Carpets are free of dirt/dust and stains.
11. All entrances are free of broken glasses.

### **Access and Concourse areas**

#### **Requirements: Concourses within the precinct will be maintained as required below:**

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

### **External Paved and Tarred areas**

#### **Requirements: Concourses within the precinct will be maintained as required below:**

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

### **Horticultural Services**

1. The cleaning contractor shall be responsible for horticultural services around Mabopane Station precinct.
2. The scope of work for the Standard Street tree maintenance procedure is as follows:
  - The feathering up / crown lifting of low hanging branches that may impede staff flow or be a public risk. Clearing of dead, diseased branches that may cause a risk.
  - Prune branches away from the property line of Station.
  - Clear any branch that may become a risk encroaching over any facilities within the scope range.
  - Shape any tree that may have grown into an unbalanced deformed shape.
  - Contractors will be required to do collecting (clearing, chipping) of all branches, logs and debris from any work site within the Mabopane station sites. This also to include the sweeping and raking up of all work sites and leave them in a clean and acceptable state. This work of clearing branches, logs and debris will be in Mabopane station, where tree pruning operations have been carried out.
  - Contractors will be responsible for the provision of all transport for their workers / employees to all stipulated work sites.

- Any work undertaken by the contractor that is not stipulated in the tender must in the first instance be discussed and agreed to in writing with the delegated Prasa Cres Project Manager.
  - Weeds eradication on paved surfaces: The contractor shall ensure that all the paved and tarred areas are weeded out.
3. Maintenance of gardens shall comprise of the following:
- Removal of weeds or unwanted vegetation as shall be confirmed by the Environmental Department,
  - Regular trimming or pruning of plants,
  - Rehabilitation of gardens (i.e., mulching, soil loosening and related works), as and when required.

### **Hygiene services**

#### **Requirements:**

1. The Contractor shall provide a sanitary waste collection and disposal service, whereby sanitary bins are used to collect and store sanitary waste.
2. All sanitary services are to be performed in line with the National Environmental Waste Management Act 59 of 2008 and the By-laws of the Tshwane Municipality in which the site is Located.
3. All bins, liners and cleaning materials/consumables must be provided by the Contractor as part of the service.
4. The bins are to be cleaned and disinfected to kill all bacteria, and the bin liner needs to be replaced with each service.
5. All bins must always be in a neat and working condition.
6. All sanitary waste to be removed discretely from each site.
7. Waste Disposal Certificates must be submitted by the Supplier to the Soft Service Manager.

Table 7: General expectations

## **9. MEASUREMENT OF PERFORMANCE**

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




DESCRIPTION	FOCUS CLEANLINESS ITEMS	MEASUREMENT
<b><u>PLATFORMS:</u></b>	Papers, peels, cans/bottles, cigarette butts, leaves, excrement, bad smells, stagnant water, dirt bags, leaking sewage, rodents, animals (dead or alive)	<p>0 = NOT APPLICABLE</p> <p>1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect).</p> <p>2 = POOR (Has not been swept in the last 1-2 hours. Visible signs of accumulated dirt).</p> <p>3 = GOOD (Minimum of elements present or visible sign that place is cleaned).</p> <p>4 = EXCELLENT (No litter and an extra effort was put in to make the place look more attractive e.g., floor was washed with detergent or polished).</p>
<b><u>WAITING ROOMS AND SHELTERS:</u></b>	Litter and hygiene e.g. papers, peels, cans/bottles, cigarette butts, leaves, general dirt, cobwebs, dust, excrement, bad smells, water pools, plastic bags.	<p>0 = NOT APPLICABLE</p> <p>1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect).</p> <p>2 = POOR (Has not been swept in the last 1-2 hours. Visible signs of accumulated dirt).</p> <p>3 = GOOD (Minimum of elements present or visible sign that place is cleaned).</p> <p>4 = EXCELLENT (No litter and an extra effort was put in to make the place look more attractive e.g. floor was washed with detergent or polished).</p>
<b><u>TRACKS:</u></b>	E.g. papers, peels, cans/bottles, cigarette butts, leaves, plastic bags,	<p>0 = NOT APPLICABLE</p> <p>1 = UNACCEPTABLE (Most elements present and a general sense of neglect).</p> <p>2 = POOR (Visible signs of dirt that has accumulated).</p> <p>3 = GOOD (Minimum of elements present/visible sign that tracks are cleaned).</p> <p>4 = EXCELLENT (No litter. Tracks are cleaned at least once per day).</p>
<b><u>TOILETS:</u></b>	Papers, dust, cobwebs, peels, cans/bottles, cigarette butts,	0 = NOT APPLICABLE

	excrement on floor, bad smells, water pools, leaking sewage, rodents, animals (dead or alive), overflowing sanitary bins.	<p>1 = UNACCEPTABLE (Toilets out of order. Toilets not cleaned on daily basis).</p> <p>2 = POOR (Toilets cleaned, but still visible signs of dirt, e.g., dust, cobwebs).</p> <p>3 = GOOD (Obvious sign that toilets are cleaned daily).</p> <p>4 = EXCELLENT (Extra effort is put in to ensure cleanliness, e.g., using detergents).</p>
<b><u>SUBWAYS AND BRIDGES:</u></b>	E.g., papers, general dirt, dust, mud, water pools, peels, cans/bottles, cigarette butts, leaves, excrement, bad smells, plastic bags, leaking sewage, rodents, animals (dead or alive).	<p>0 = NOT APPLICABLE</p> <p>1 = UNACCEPTABLE (Most elements present and a general sense of neglect and no maintenance).</p> <p>2 = POOR (Has not been swept in the last 8-12 hours, visible signs of dirt).</p> <p>3 = GOOD (Minimum of elements present or visible).</p> <p>4 = EXCELLENT (No litter, extra effort was put in to make the place more attractive).</p> <p><b>NOTE:</b> If papers and leaves etc. are present due to wind, it will be taken into consideration.</p>
<b><u>AUTHORISED VERIFICATION POINTS: ACCESS CONTROL AREAS</u></b>	Litter and hygiene e.g. paper, peels, cans/bottles, cigarette butts, dust, bad smells, grime, graffiti, water pools, rodents, animals (dead or alive), overflowing bins for defaced tickets.	<p>0 = NOT APPLICABLE</p> <p>1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect).</p> <p>2 = POOR (Has not been swept in the last 8-12 hours. Visible signs of dirt accumulated).</p> <p>3 = GOOD (Minimum of elements present or visible signs that the place is maintained).</p> <p>4 = EXCELLENT (No litter and an extra effort was put in to make the place look more attractive e.g., floor washed with detergent and / or polished).</p>
<b><u>PARKING AND EXTERNAL AREA</u></b>	Litter and hygiene - Papers, peels, cans/bottles, cigarette butts, leaves, excrement, used condoms, bad smells, stagnant water, dirt	<p>0 = NOT APPLICABLE</p> <p>1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect).</p>

	bags, rodents, dead animals, hawkers catering food, overflowing dirt bins.	<p>2 = POOR (Has not been swept in the last 8-12 hours, some elements like papers, cigarette butts, leaves, condoms, etc).</p> <p>3 = GOOD (Minimum of elements present, hardly any litter present).</p> <p>4 = EXCELLENT (No litter and extra effort was put in to make the place look more attractive e.g., shaded parking, painted lines etc).</p> <p><b>NOTE:</b> If any of the above elements like papers, leaves, etc. is present due to the wind / wind blowing, it will be taken into consideration.</p>
<b><u>FOYER – STATION FORECOURT AND PARKING AREAS</u></b>	Litter and hygiene - Papers, peels, cans/bottles, cigarette butts, leaves, water pools or mud, dust, grime, graffiti, leaking sewage, rodents, animals (dead or alive), ticket windows (clean outside), overflowing dirt bins.	<p>0 = NOT APPLICABLE</p> <p>1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect).</p> <p>2 = POOR (Has not been swept in the last 1-2 hours, visible signs of dirt that has accumulated).</p> <p>3 = GOOD (Minimum of elements present and obvious signs that the place is maintained).</p> <p>4 = EXCELLENT (No litter and extra effort was put in to make the place look more attractive e.g., floor was washed with detergent or polished).</p> <p><b>NOTE:</b> It shall be taken into consideration only if any of the above elements like papers, leaves etc are present due to the wind blowing.</p>
<b><u>HORTICULTURE ACTIVITIES</u></b>	Overgrown grass, vegetation not removed, overgrown weeds, Garden maintenance overgrown trees	<p>0 = NOT APPLICABLE</p> <p>1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect)</p> <p>2 = POOR (Overgrown grass, vegetation not removed, overgrown weeds, overgrown trees, Tree cut-off remove, sweep off, and/or clean up debris or waste resulting from vegetation control activity and shall dump such waste).</p>

		<p>3 = GOOD (Minimum of elements present, hardly any overgrown grass /weeds/trees).</p> <p>4 = EXCELLENT (No litter and extra effort was put in to make the place look more attractive e.g. (Tree pruned, No overgrown grass /weeds, No debris /tree cut-offs on site).</p> <p><b>NOTE:</b> If any of the above elements like leaves, etc. is present due to the wind / wind blowing, it will be taken into consideration.</p>
<b><u>HYGIENE SERVICES</u></b>	<p>Urinal sanitisers refilling, Hand sanitisers refilling, Seat sanitisers, Sanitary bins liners, Sanitary bins sanitisers, Toilet paper; Paper hand towels, Air fresheners refilling; Wall bins sanitisers</p>	<p>0 = NOT APPLICABLE</p> <p>1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect).</p> <p>2 = POOR (Failure to provide Hygiene services in line with the specified frequency will be deemed as a non-compliance).</p> <p>3 = GOOD (Minimum of elements present, hardly any non-compliances, no failure of availability of supplies at the point of use).</p> <p>4 = EXCELLENT (No failure of availability of supplies at the point of use and requests for consumable stock to be made Timeously).</p> <p><b>NOTE:</b> If the sanitary disposal certificate is not submitted the sanitary service claims will not be processed.</p>
<b><u>TRAIN SET LIGHT CLEANING</u></b>	<p>Removal of all visible dirt from floors, seats and windowsills: All papers, tins, dust, bottles, sand, cigarettes butts, sweet papers, peanut shells, bubble gum on floors must be removed from the coaches by picking it up.</p>	<p>0 = NOT APPLICABLE</p> <p>1 = UNACCEPTABLE (Most elements present and there is a general sense of no maintenance and neglect).</p> <p>2 = POOR (Has not been swept in the last train trip, visible signs of dirt that has accumulated).</p> <p>3 = GOOD (Minimum of elements present and obvious signs that the place is maintained).</p>

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	Quick sweeping removal of dirt from floors and seats, Papers, tins, dust, bottles, sand, windowsills, cigarettes butts, sweet papers, peanut shells, bubble gum on floors, soft drink stains, Sweeping is carried out with a soft haired office broom	4 = EXCELLENT (No litter and extra effort was put in to make the place look more attractive).  NOTE: It shall be taken into consideration only if any of the above elements like mud, water etc. is present due to the rain.
<b><u>DISINFECTANT SERVICE</u></b>	Disinfect frequently touched surfaces, disinfect contaminated surface, Disinfect common areas, Disinfect floor surface, Disinfect Ablutions, Disinfect carpeted area, Disinfect Electronics surface, Fogging activity, checklist.	0 = NOT APPLICABLE 1 = UNACCEPTABLE (There is a general sense of no maintenance and neglect and two of the items as per the disinfection checklist has been covered). 2 = POOR (Failure to provide disinfectants services in line with the specified frequency will be deemed as a non-compliance). 3 = GOOD (Three of the items as per the disinfection checklist have been covered). 4 = EXCELLENT (All of the items as per the checklist has been covered, and an extra effort was put in place to regularly disinfect the place. There are visible signs of cleanliness).

**Table 8: Performance Measurement**

## 10. SPECIAL CONDITIONS OF CONTRACT

- a. This shall be a **performance-based contract** and shall be for a term of 3 years (or 36 months) commencing from the date of signature of agreement.
- b. The performance of the contractor **shall be evaluated and assessed on month-to-month basis** and may be terminated on the ground of poor performance and/or non-responsiveness.
- c. Either party may terminate the Contract by giving the other party a 30-day calendar month written termination notice.
- d. The Contractor shall undertake to provide and use **Totally Degradable Plastic Refuse Bags (TDP)** for daily refuse collection.
- e. The Contractor shall undertake to provide and use environmentally friendly (SABS approved) products/detergents/material as required by PRASA.
- f. The monthly report must at least include the following: consumable stock-count report; staff attendance report; equipment breakdowns; and rectification report, schedules and duties

performed, quality control report, staff turnover, customer complaints / compliments, staff disciplinary issues, as well as action plans to rectify any deficiencies

- The format of the report should be discussed and agreed upon with the Soft Service Manager. The service provider should provide relevant information in a clear and legible format.
- g. The Contractor shall report all personnel shortages to Prasa Cres Representative and provide replacement staff:
- Personnel shortages must be reported prior to the commencement of any duty shift, or if such shortages only come to light during a shift, such shortage must be reported within 15 (fifteen) minutes of the *Contractor* becoming aware of such shortage. Replacement staff must be delivered to site within 2 hours of the shortage being reported to Prasa Cres.
- h. The Contractor shall be responsible for the efficient performance of the Contract and for the good conduct of his/her employees whenever they carry out cleaning works at the stations.
- i) The Contractor shall always maintain contracted number of cleaners to properly fulfil his/her obligation under this Contract.
- j) The Contractor's employees shall always be properly supervised by a supervisor(s) employed for this purpose by the Contractor.
- k) The Contractor shall provide clean and tidy uniform: for all his/her employees. The uniform must be worn by all employees who are engaged to carry out the works under this Contract.
- l) The Contractor employees cleaning PRASA depots under this Contract shall be identifiable (ID) with appropriate Company's badge and access card displayed all the time with the following information on it;
- The photo of the employee
  - The Name of the Employee
  - The position he or she occupies
  - The Name of the Cleaning Company
  - The Number of the Site Access operating under
  - The Name of the Station of deployment.
- m) PRASA reserves the rights to monitor time and attendance of the Contractor's employees as well as to give working instruction directly to the Contractor's employees if in the opinion of PRASA this is necessary. This will be done through a dedicated Contracts Manager.

- n) The Contract shall put in-charge a sound knowledgeable and experience Supervisor, in charge of daily operations of cleaning team. These personnel shall be strong in supervisory and communication skill, initiative, enthusiastic and reliable. The Supervisor may be required to perform duties outside normal working hours and be reachable all the time.
- o) All Cleaners should be trained to be observant, keen, alert, efficient, willing and pleasant. On job work observation must be performed by Supervisor on an ongoing basis to ensure that cleaners perform the duties and responsibilities consistently above expectation.
- p) The Contractor ***shall perform cyclic or ad-hoc deep cleaning*** of the station and the facilities to enhance the level of cleanliness.
- q) The Contractor shall provide all necessary machinery, tools and materials for the proper execution of the work. Such machinery and materials shall be of a high standard and suitable for use in the station environment.
- All electrical and non-electrically operated equipment should be SABS approved
  - The Contractor shall supply its own cleaning equipment and chemicals at their own cost.
  - The Contractor shall maintain and ensure availability of Material Safety Data Sheets (MSDS) to be available.
  - All cleaning material approved by the client shall be available at all times for execution of work.
  - PRASA shall ensure availability of supply point for water supply and electricity, in the event where the water supply is disrupted or PRASA runs out of water the service provider needs to provide alternative means to get water to ensure all facilities are kept cleaned.
  - All safety precautions stipulated by the client shall be strictly adhered to.

## 11. DEFAULT

If the Contractor:

- a. Abandons the work, site and this contract for whatever reason.
- b. Repeatedly fails to execute the service in accordance with this contract and PRASA has issued

Three (3) notices of default/breach calling upon the Contractor to rectify such breach with Seven (7) days of the notice; Then PRASA shall be entitled to terminate the contract by giving the Contractor seven-day notice of termination of contract. The contract would therefore automatically terminate at the end of the notice period and Contractor will be required to vacate all PRASA premises without delay.”



## 12. INSPECTION AND REJECTION

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

## 13. SAFETY AND HOUSEKEEPING

- PRASA operate stations within a strict railway-operating environment with high commuter flow, particularly during operating peak periods. Safety of commuters is therefore a non-negotiable requirement, and the following should be strictly complied with.
- The Contractor ***shall submit a Health & Safety Plan 2 weeks before commencement***, which will include Risk Assessment with proposed work method and request for approval for site access (for PRASA CRES's approval). Only when approval is granted shall the Contractor be granted access to the site for the duration of the contract. *Please refer to the attached Contractor Safety Checklist.*
- Good safety and housekeeping practices shall be entrenched in working methods and practices.
- Compliance with Environmental, Health and Safety Regulations as well as any such regulation prescribed by PRASA. It is the Contractors responsibility to know and understand them properly.
- Regular and routine or ad-hoc inspections of compliance with safety and housekeeping shall be undertaken and all necessary correction actions immediately implemented.

## 14. MAINTENANCE RECORDS AND REPORTING

- The **CONTRACTOR** shall ensure that ***proper records of equipment, consumables, toilet paper consumption; inspection lists and staff attendance registers are maintained.*** These records must be in the station/ticket office and made available on request.
- The **CONTRACTOR** shall ***produce monthly reports*** indicating the daily resource deployment for the month, ad-hoc costs, and costs depicting the monthly contract fee, consumable allocation per facility with costing, walk-about findings, non-conformances, and all actions taken.

- Continual improvement: This contract encourages the analysis of operations, to identify deficiencies, to introduce new technologies and provide proposals. This is the primary reason why proper record keeping and monthly reporting is prescribed in this contract.
- Control Documents: Control documents shall be placed at the Station Office to confirm that all activities have been carried out as per specifications. These documents are to be signed by the Contractors' cleaning staff daily and must accompany the payment invoice each month. This is to enable IPMS to determine the details of the cost drivers for this critical function at stations.
- The Contractor shall also provide the Station Office with documentation indicating the daily activities, i.e., starting, tea, lunch and finishing time, of the cleaning staff.
- A Checking or inspection schedule to be always signed and placed at the cleaner's room.
- The Contractor shall comply strictly with requirements for the Cleaning of the Railway Tracks between platforms at each station. The tracks and railway operating tunnel shall only be cleaned during the operating off-peak period during weekdays. This requirement will not apply to weekends and public holidays. The track cleaning shall be done **UNDER PROTECTION** and with approved Health and Safety Plan.
- The Contractor shall ensure full compliance with all applicable Statutory Regulations of the industry. The following Specific Legislative Requirement will be strictly complied with:
  - The Basic Conditions of Employment Act 1997 (Act no 75 of 1993)
  - The Labour Relations Act, 1995 (Act no 66 of 1995)
  - The Occupational and Safety Act, 1993 (Act no 85 of 1993)
  - The National Environmental Management Act (Act no 107 of 1998)
  - National Railway Safety Regulator Act (16/2002)
  - Disaster management Act (no 27/2002)
  - Emerging Viruses Safety Regulation

## 15. RATES OF WAGES AND PAYMENT OF WAGES

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

### 15.1 Labour Law & Obligation of Contractor

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

- a. Payment of wage must always be before the 7th of every month through bank only and the same shall be submitted by the nominated representative of contractor and verified by Prasa Cres Facilities in the compliance of Minimum wages Act.
- b. Providing First Aid facilities to contract workers at work sites.
- c. Maintain Register of workers employed and shall ensure that all the workers sign on /off daily in the Prasa Cres Supervisors office without failure.
- d. Issue employment card to contract workers.
- e. To provide all personal protection equipment at its own cost.

## 16. SAFETY CHECK LIST

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


**Name of the Contractor** :

**Project** :

**Safety File Assessor and Date** :

#	Requirement(s)	Compliance Status (Yes / No)	Comment(s)
1	Scope of works and Project Duration		
2	Notification to DOL (If applicable and as defined in the 2014 Construction Regulations)		
3	Registration of the project with DOL for the construction permit (If applicable and as defined in the 2014 Construction Regulations)		
4	Valid Letter of Good Standing		
5	Employee List and Certified Copies of their Identity Documents (RSA Citizens) or Passports and Work Permits for foreign Nationals. Employee register to include home address; Contact Numbers; Residential Address; Name of Next of kin with Contacts		
6	Approved Organizational Structure		
7	Approved S/HE Policy		
8	Approved S/HE Plan		
9	Risk Assessments for the projects as per project scope, approved by the Risk Assessor. These should cover any prevalent communicable diseases at the time.		
10	Proof of medical fitness of employees who will be working on the project, from an Occupational Health Practitioner not a General Practitioner (Provide completed Annexure 3 of the Construction Regulations).		

#	Requirement(s)	Compliance Status (Yes / No)	Comment(s)
11	All applicable Statutory Appointments e.g. First Aider, SHE Officer, etc. (Signed by the appointer and accepted by appointee's, include CV's and competency certificates)		
12	Tool inspections Checklists and Register		
13	PPE Matrix and Issue Records		
14	Safe Working Procedures or Method Statements for the scope of work and the following: <ul style="list-style-type: none"> <li>- Waste management protocols</li> <li>- Incident reporting procedures</li> <li>- Emergency procedures</li> <li>- Protocols for reporting any prevalent communicable diseases</li> </ul>		
15	Toolbox Talks Templates and contractor's induction material		
16	Equipment Maintenance (Calibrations, Safe Working load certificates, etc.) if applicable		
17	Chemicals substances list and Safety Data Sheets (SDSs) for chemicals to be used (14-point format). Include Proof of training on SDSs if applicable.		
18	Excavation plan (when applicable)		
19	Fall Protection plan, including scaffolding plan (when applicable)		

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

Table 9: Safety Plan

**Note:**

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

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

- The Risk Department, Prasa Management and or Representatives has the right to:

- Request for the file at any given time
- Inspect the contractor documents at any given time
- Stop the work if he or she finds it necessary or is convinced that Safety, Health, and Environment is compromised.

## 17. NON-COMPLIANCE TO SPECIFICATION

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

- a. If a Team Leader/Supervisor and/or cleaning staff are found absent or short, a deduction at the rate of equivalent to a **daily wage per employee shall be implemented**.
- b. If during inspection, the workers are not wearing uniform, a penalty of **R 200.00** per employee per day shall be imposed.
- c. If during inspection, the workers are not wearing proper PPE (Personnel protective equipment) a penalty up to **R 200.00** per employee per day shall be imposed.
- d. In the case of unavailability of proper chemicals for described usage, penalty up to **R1000.00** per day shall be imposed.
- e. In the case of unavailability of Hygiene services and disposal for described usage, penalty up to **R 1 000.00** per day shall be imposed.
- f. In the case of unavailability or use of improper hand tools and equipment e.g., mops, duster, sweeper scrubber, carpet deep cleaning machine, leave blower and vacuum cleaner etc. a penalty of **R 1 000.00** per incident per day shall be imposed.
- g. In the case where the contractor at the prescribed site does not do disposal of cleaning waste, a penalty of **R 1 000.00** per incident shall be imposed.
- h. In the case where the contractor's employees embark on a strike, a penalty of **R 3 000.00 per Station** shall be imposed.
- i. In the case of unavailability of consumables e.g., Toilet paper, Room Freshener, Liquid Hand Wash etc. a penalty of **R 500.00** per incident shall be imposed.
- j. In the case where removal of vegetation is not done by the contractor at the prescribed site, a penalty of **R 2 000.00** per incident shall be imposed.
- k. In the case where **deep cleaning services** are not done as per the specification, a penalty of **R 1 000.00** per incident shall be imposed.
- l. If during inspection the **Toilet Attendant** is not at his/her post, a penalty of **R 1 000.00** shall be imposed.



- m. In the case where the removal of **weed removal is** not done by the Contractor at the prescribed site, a penalty of **R 1 000.00** per incident shall be imposed.
- n. If during inspection the **toilet monitoring checklist is not completed, or not available** a penalty of **R 200.00** shall be imposed.
- o. In the case where the station in any area is **found dirty**, a penalty of **R 2 000.00** per Station will be imposed.
- p. In the case where **disinfectant services are** not done as per specification, a penalty of **R 2 000.00** per incident shall be imposed.
- q. In the case where the station toilet facility is **found locked, but is in working order**, a penalty of **R 2 000.00** per Station shall be imposed.

## 17.1 CONTRACTOR NON-COMPLIANCES

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

## 18.EVALUATION METHODOLOGY

The evaluation of Bids will be based on the information contained in Bids received in RFP and, which may be further supplemented by presentations and clarification information provided, if required. All Bids shall be equally evaluated by various committees involved in the evaluation process in accordance with stated Evaluation Criteria. Procurement integrity and fairness, transparency, competitiveness and full accountability will at all times be paramount.


## 19.EVALUATION AND SCORING METHODOLOGY

The evaluation of the Bids by the evaluation committees will be conducted at various levels. The following levels will be applied in the evaluation:

LEVEL	DESCRIPTION
Verify completeness	The Bid is checked for completeness and whether all required documentation, certificates; verify completeness warranties and other Bid requirements and formalities have been complied with. Incomplete Bids may be disqualified.
Verify compliance	The Bids are checked to verify that the essential RFP requirements have been met. Non-compliant Bids may be disqualified.
Detailed Evaluation of Technical	Detailed analysis of Bids to determine whether the Bidder is capable of delivering the Project in terms of business and technical requirements. <b>The minimum threshold for technical evaluation is [70% threshold], any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and Specific Goals.</b>
Specific Goals	Evaluate Specific Goals
Price Evaluation	Bidders will be evaluated on price offered.
Scoring	Scoring of Bids using the Evaluation Criteria.
Recommendation	Report formulation and recommendation of Preferred and Reserved Bidders
Approval	Approval and notification of the final Bidder.

### 19.1 EVALUATION CRITERIA

Interested bidders for this project shall be evaluated in terms of their business credentials, financial standing, empowerment, technical capacity and experience. The evaluation committee shall use the following Evaluation Criteria depicted in Table 1 for the selection of the preferred bidder that shall execute construction work for the project.

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

Details of the stages outlined in Table 1 above are presented in the following sections.

## 19.2 STAGE 1: COMPLIANCE REQUIREMENTS

Bidders must comply with the following requirements and failure to comply will lead to immediate disqualification.

### 19.2.1 Stage 1A- Mandatory Requirements

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

No.	Description of requirement	TICK (X)
a)	Completion of ALL RFP documentation (includes ALL)	
b)	Bidders must complete the Briefing Session Form D  AND/OR  Sign the Compulsory Briefing Session Attendance Register	
c)	Signed Joint Venture, Consortium Agreement or Partnering Agreement (whichever is applicable)	
d)	Bidders to fill and sign the correct Closing/Submission Register on submission of tender documents	
e)	Price Schedule and Bid/Tender Form C ( <b>Bidders must ensure that they only include this financial documents / information in the second envelope</b> )	
f)	Pricing schedule must be completed fully and provide an additional price breakdown (Verifiable at Stage 3 of evaluation)	

### 19.2.2 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.

No.	Description of requirement	TICK (X)
a)	Letter of Good Standing: COIDA	
b)	Valid SARS Pin	
c)	CSD supplier registration number	

Table 1: Other Mandatory Requirements

### 19.3 STAGE 2: TECHNICAL / FUNCTIONALITY REQUIREMENTS

Qualifying bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is 70% as per the standard Evaluation Criteria presented in **Error! Reference source not found.** above. Bidders who score below this minimum requirement shall not be considered for further evaluation in Stage 3.

Details of the technical/functional requirements are presented in the **Error! Reference source not found.** below.

ITEM	CRITERIA	WEIGHT
1	Proposal including Project plan	30
2	Track record and Experience	35
3	Financial Capability	15
4	Level of Adequacy of the Risk Assessment and Safety Plan	20
	<b>TOTAL</b>	<b>100</b>

#### 19.3.1 FUNCTIONAL EVALUATION CRITERIA

Bidders are evaluated based on the functional criteria set out in this RFP. Only those Bidders which score [70] points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid. Details of the scoring methodology presented above are outlined below:

Sub-Criteria	Description	Weightings
<b>Proposal including Project plan (30)</b>	The Bidder <b><i>must provide PRASA with the Implementation Plan</i></b> for Cleaning, Hygiene & Horticulture Services at Mabopane Station. The Implementation Plan should seek to outline how the operations will be managed daily to ensure that level of cleanliness; hygiene and horticulture is consistently maintained at a highest level.	<b>30%</b>



Sub-Criteria	Description		Weightings
	The Implementation Plan of the Project must show the following: <ul style="list-style-type: none"><li>• Estimated Start and End times,</li><li>• Staff Deployment Plan,</li><li>• Shifts Schedules,</li><li>• Daily Cleaning Schedules,</li><li>• Peak Hour Plans,</li><li>• Deep Cleaning Schedules</li></ul>		
	No plan or a generic plan submitted or that is not related to the required services.	0	
	Submitted Implementation Plan with one (1) of the following requirements: <ul style="list-style-type: none"><li>○ Staff Deployment Plan,</li><li>○ Shifts Schedules (Start and End times),</li><li>○ Daily Cleaning Schedules,</li><li>○ Peak Hour Plans,</li><li>○ Deep Cleaning Schedules.</li></ul>	1	
	Submitted Implementation Plan with two (2) of the following requirements: <ul style="list-style-type: none"><li>○ Staff Deployment Plan</li><li>○ Shifts Schedules (Start and End times)</li><li>○ Daily Cleaning Schedules</li><li>○ Peak Hour Plans</li><li>○ Deep Cleaning Schedules</li></ul>	2	
	Submitted Implementation Plan with three (3) of the following requirements:	3	



Sub-Criteria	Description	Weightings
	<ul style="list-style-type: none"> <li>Staff Deployment Plan</li> <li>Shifts Schedules (Start and End times)</li> <li>Daily Cleaning Schedules</li> <li>Peak Hour Plans</li> <li>Deep Cleaning Schedules</li> </ul>	
	<p>Submitted Implementation Plan with four (4) of the following requirements:</p> <ul style="list-style-type: none"> <li>Staff Deployment Plan</li> <li>Shifts Schedules (Start and End times)</li> <li>Daily Cleaning Schedules</li> <li>Peak Hour Plans</li> <li>Deep Cleaning Schedules</li> </ul>	4
	<p>Submitted Implementation Plan with all the following requirements:</p> <ul style="list-style-type: none"> <li>Staff Deployment Plan,</li> <li>Shifts Schedules (Start and End times),</li> <li>Daily Cleaning Schedules,</li> <li>Peak Hour Plans,</li> <li>Deep Cleaning Schedules.</li> </ul>	5
<b>Track record and Experience (35 %)</b>	<p><b><i>Bidding Companies that have provided similar types of services (i.e., Cleaning, Hygiene and Horticulture services)</i></b></p> <p>A minimum of five (5) successfully completed projects of similar nature for projects not older than ten (10) years with contactable references and signed. See documents to be furnished below:</p>	<b>20%</b>


Sub-Criteria	Description		Weightings
	<ul style="list-style-type: none"><li>Attach an appointment letter from a client on a client letterhead inclusive of the value of works conducted. The appointment letter should be accompanied by either a signed reference Letter(s) or signed Testimonial(s) or a signed Completion Certificate(s) indicating positive performance for the past and active contracts not older than 10 years (from 2012 until 2022).</li></ul>		
	No submission or generic submission not applicable to the project or the required services (Cleaning, Hygiene or Horticulture Services)	0	
	Bidder submitted One (1) set i.e., signed Appointment letter accompanied by a signed Reference Letter or signed Testimonial or signed Completion Certificate for either one of the required services (i.e., Cleaning, Hygiene and Horticulture).	1	
	Bidder submitted Two (2) sets of signed Appointment Letter(s) accompanied by signed Reference Letters or Two (2) signed Testimonials or Two (2) signed Completion Certificates for either one of the required services (i.e., Cleaning, Hygiene and Horticulture).	2	
	Bidder submitted Three (3) sets of signed Appointment Letter(s) accompanied by signed Reference Letters or Three (3) signed Testimonials or Three (3) signed Completion Certificates for either one of the required services (i.e., Cleaning, Hygiene and Horticulture).	3	
	Bidder submitted Four (4) sets of signed Appointment Letter(s) accompanied by signed Reference Letters or four (4) signed Testimonials or Four (4) signed Completion Certificates for two of the required services (i.e., Cleaning and Hygiene/Horticulture).	4	
	Bidder submitted Five (5) or more sets of signed Appointment Letter(s) accompanied by signed Reference Letters or Five (5) or more signed Testimonials or Five (5) or more signed Completion Certificates for two of the required services (i.e., Cleaning and Hygiene/ Horticulture).	5	
	<u>Experience of Key personnel (Supervisors) currently or previously in the employ of the bidding Company. The Bidder must provide</u>		(The experience



Sub-Criteria	Description			Weightings
	<u>comprehensive CV's that outlines work experience, qualifications, and contactable references:</u> <ul style="list-style-type: none"><li>The number of CV's submitted should be based on the specified number of Three (3) Supervisors required for the Mabopane Station as per the scope.</li><li>Matric Certificate or any other higher qualifications (Certified copies not older than six months)</li></ul>			<b>will be averaged)</b>  <b>15%</b>
	No submission: no qualification provided and/or experience of the Supervisor is less than one year.	0		
	Experience of One (1) year but less than Two (2) years in Supervisory capacity with CV and qualifications attached with contactable references.	1		
	Experience of between Two (2) years and but less than Three (3) years in Supervisory capacity with CV and qualifications attached with contactable references.	2		
	Experience of between Three (3) years and but less than Four (4) years in Supervisory capacity with CV and qualifications attached with contactable references.	3		
	Experience of Four (4) years and but less than Five (5) years Supervisory capacity with CV and qualifications attached with contactable references.	4		
	Experience of Five (5) years and above in a Supervisory capacity with CV and qualifications attached with contactable references.	5		
<b>Financial Capability (15%)</b>	<b><u>Financial Capability: Cash-flow</u></b>  Operating cash flow ratio measures a company's short-term liquidity. Formula: Operating Cash Flows Ratio = Net Cash Flow from Operations/Current Liabilities  <b>Bidders should submit a complete set of recent two year's financial statements for the company; prepared and signed by</b>			<b>15%</b>



Sub-Criteria	Description			Weightings
	<b>an independent registered accounting professional and also be signed by the company director.</b>  <b>Financial Statements must include cashflow statements and balance sheet (incomplete financial statements will not be considered).</b>			
		No Submission of Financial Statement is done	0	
		Incomplete Financial Statement submitted	1	
		Operating cash flow ratio $x < 0$	2	
		Operating cash flow ratio $x < 0.5$	3	
		Operating cash flow ratio $0.5 \leq x \leq 1$	4	
		Operating cash flow ratio $x > 1$	5	
<b>Level of Adequacy of the Risk Assessment and Safety Plan</b>  <b>(20 %)</b>	The Bidder is required to submit a Safety Plan that is in accordance with the Occupational Health & Safety Act of 1993 and comply with PRASA’s Health & Safety Requirements not limited to:  1. Safe working procedures.  2. Frequency of the safety meetings.  3. PPE to be used by Cleaning Personnel.  4. Risk Management Plan reflecting functional risk assessment matrix.  5. Qualified Safety Officer in possession of a – SHE Representative Certificate and First Aid Certificate.			<b>20%</b>
		No submission	0	
		Bidder submitted only One (1) requirement	1	
		Bidder submitted Two (2) of the requirements	2	

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Sub-Criteria	Description					Weightings
		Bidder submitted Three (3) of the requirements	3			
		Bidder submitted Four (4) of the requirements	4			
		Bidder submitted Five (5) of the requirements or more	5			
Total					100%	

**Note: Bidders that fail to achieve the minimum overall qualifying score of 70% on functional/ technical requirements will not be considered for further Price and Specific Goals (Stage 3) evaluation.**

### 19.3.2 STAGE 3: PRICING AND SPECIFIC GOALS

Bidders should provide their price proposal in envelope 2, which should include Form C (Financial Offer) and also provide proof of Specific Goals.

The following formula, shall be used by the Bid Evaluation Committee to allocate scores to the interested bidders:

The maximum points for this tender are allocated as follows:


	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

### POINTS AWARDED FOR SPECIFIC GOALS

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 the table below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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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 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)	Acceptable Evidence
51% Black Youth Owned	5		B-BBEE Certificate or a Sworn Affidavit
Black People living in rural, underdeveloped, and local communities	10		Municipal/ESKOM Bill or Letter from Councilor confirming residential address not older than 3 months
51% Black Owned	5		B-BBEE Certificate or a Sworn Affidavit

## 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

## 20. VALIDITY PERIOD

This RFP shall be valid for [90 working days] calculated from Bid closing date.

## **21. POST TENDER NEGOTIATION (IF APPLICABLE)**

PRASA reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should PRASA conduct post tender negotiations, Respondents will be requested to provide their best and final offers to PRASA based on such negotiations. A final evaluation will be conducted in terms of 80/20.

## **22. CONTRACT DURATION**

The contract duration for this tender is three years (36) Months.

## **23. FINAL CONTRACT AWARD**

PRASA will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as Supplier Development, the B-BBEE Improvement Plan, price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s).

## **24. FAIRNESS AND TRANSPARENCY**

PRASA views fairness and transparency during the RFP Process as an absolute on which PRASA will not compromise. PRASA will ensure that all members of evaluation committees declare any conflicting or undue interest in the process and provide confidentiality undertakings to PRASA. The evaluation process will be tightly monitored and controlled by PRASA to assure integrity and transparency throughout, with all processes and decisions taken being approved and auditable.

## SECTION 3

### PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the Pricing Schedule/ BOQ **Annexure 4** and Form C (Volume 2 /Envelope 2).

#### 1 PRICING

- 1.1. Prices must be quoted in South African Rand, inclusive of all applicable taxes.
- 1.2. Price offer is firm and clearly indicate the basis thereof.
- 1.3. Pricing Bill of Quantity is completed in line with schedule if applicable.
- 1.4. Cost breakdown must be indicated.
- 1.5. Price escalation basis and formula must be indicated.
- 1.6. 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.
- 1.7. 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.
- 1.8. 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:
  - 1.8.1. negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
  - 1.8.2. if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP; and
  - 1.8.3. if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.
  - 1.8.4. If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFP.

#### 2 DISCLOSURE OF PRICES QUOTED

Respondents are to note that, on award of business, PRASA is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents inter alia on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)) , the other medium used to advertise the bid i.e CIDB as required per National Treasury Instruction Note 09 of 2022/2023.

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### 3 PERFORMANCE AND BID BONDS (WHERE APPLICABLE)

3.1. The preferred Bidder shall where applicable provide PRASA with a performance bond which shall be 10% of the value of the entire Project price offered and it shall be issued with 30 days of receipt of notice of appointment. The Performance Bond shall be valid for the Contract period. The format of the Performance Bond is attached as **Annexure .....**

*[Bidders are required to submit their Bid with a Bid Bond. The Bid Bond shall due and payable if a bidder decides not to continue with the RFP process after submission of its Bid. The format of the Bid Bond is attached as Annexure .....(where applicable)]*

### 4 OWNERSHIP OF DESIGN

4.1. The plans and design developed and to be provided by PRASA shall at all times remain the property of PRASA.]

### 5 SERVICE LEVELS

- 5.1. An experienced national account representative(s) is required to work with PRASA’s procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 5.2. PRASA will have quarterly reviews with the Service provider’s account representative on an on-going basis.
- 5.3. PRASA reserves the right to request that any member of the Service provider’s team involved on the PRASA account be replaced if deemed not to be adding value for PRASA.
- 5.4. The Service provider guarantees that it will achieve a 100% [hundred per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
  - b) On time delivery.
- 5.5. The Service provider must provide a telephone number for customer service calls.
- 5.6. Failure of the Service provider to comply with stated service level requirements will give PRASA the right to cancel the contract in whole, without penalty to PRASA, giving 30 [thirty] calendar days’ notice to the Service provider of its intention to do so.

#### Acceptance of Service Levels:

YES	
-----	--

## 6 TOTAL COST OF OWNERSHIP (TCO)

- 6.1. PRASA will strive to procure goods, services and works which contribute to its mission. In order to achieve this, PRASA must be committed to working with suppliers who share its goals of continuous improvement in service, quality and reduction of Total Cost of Ownership (TCO).
- 6.2. Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with PRASA in its continuous improvement initiatives to reduce the total cost of ownership [**TCO**], which will reduce the overall cost of transportation services and related logistics provided by PRASA's operating divisions within South Africa to the ultimate benefit of all end-users.

## 7 FINANCIAL STABILITY

Respondents are required to submit their latest financial statements prepared and signed off by a professional accountant for the past 2 years with their Proposal in order to enable PRASA to establish financial stability.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

## 8 VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [the Agreement] and fail to present PRASA with such renewals as and when they become due, PRASA shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which PRASA may have for damages against the Respondent.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

## 9 CERTIFICATE OF ACQUAINTANCE WITH RFP TERMS & CONDITIONS & APPLICABLE DOCUMENTS

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and PRASA will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1. PRASA's General Bid Conditions\*

2. Standard RFP Terms and Conditions for the supply of Goods or Services or Works to PRASA

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by PRASA's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.


SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

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SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

## 10 GENERAL CONDITIONS

### 10.1 ALTERNATIVE BIDS

Bidders may submit alternative Bid only if a main Bid, strictly in accordance with all the requirements of the RFP is also submitted. The alternative Bid is submitted with the main Bid together with a schedule that compares the requirements of the RFP with the alternative requirements the Bidders proposes. Bidders must note that in submitting an alternative Bid they accept that PRASA may accept or reject the alternative Bid and shall be evaluated in accordance with the criteria stipulated in this RFP.

### 10.2 PRASA'S TENDER FORMS

Bidders must sign and complete the PRASA's Bid Forms and attach all the required documents. Failure by Bidders to adhere to this requirement may lead to their disqualification.

### 10.3 PRECEDENT

In case of any conflict with this RFP and Bidders response, this RFP and its briefing notes shall take precedence.

### 10.4 RESPONSE TO RFP-CONFIDENTIALITY

Response to RFPs must clearly indicate whether any information conveyed to or requested from PRASA is confidential or should be treated confidentially by PRASA. In the absence of any such clear indication in writing from a response to RFP, PRASA shall deem the response to RFP to have waived any right to confidentiality and treat such information as public in nature.

Where a Bidder at any stage during the RFP Process indicates to PRASA that information or any response to RFP requested from PRASA is or should be treated confidentially, PRASA shall treat such information or response to RFP confidentially, unless PRASA believes that to ensure the transparency and competitiveness of the RFP Process the content of the information or response to RFP should be conveyed to all Bidders, in which event it shall apply the following process:

- PRASA shall confirm with the Bidder whether the raising of confidentiality applies to the entire response to the RFP or only specific elements or sections of the response;
- Where confidentiality is maintained by the Bidder and PRASA is of the opinion that the information or response to RFP if made publicly available would affect the commercial interests of the Bidder or is commercially sensitive information, PRASA shall not release such information to other Bidders if providing such information or response to the RFP would prejudice the competitiveness and transparency of the RFP Process;
- Where PRASA is of the opinion that information provided is not commercially sensitive or would have no impact on the commercial interests of the relevant Bidder if released and fairness and transparency requires that such information be released to all Bidders, PRASA may:
  - i. inform the relevant Bidder of the necessity to release such information and/or response to RFP and request the Bidder to consent to the release thereof by PRASA; or
  - ii. obtain legal advice regarding the confidentiality of the relevant information and/or response to RFP and the legal ability of PRASA to release such information; or
  - iii. refrain from releasing the information and/or response to RFP, in which event PRASA shall not take account of the contents of such information in the evaluation of the relevant response to RFP.

The above procedures regarding confidentiality shall not apply to any information which is already public knowledge or available in the public domain or in the hands of PRASA or is required to be disclosed by any legal or regulatory requirements or order of any competent court, tribunal or forum.


## **10.5 RESPONSE TO THE RFP – RFP DISQUALIFICATION**

Responses to RFP which do not comply with the RFP requirements, formalities, terms and conditions may be disqualified by PRASA from further participation in the RFP Process.

In particular (but without prejudice to the generality of the foregoing) PRASA may disqualify, at its sole discretion and without prejudice to any other remedy it may have, a Bidder where the Bidder, or any of its consortium members, subcontractors or advisors have committed any act of misrepresentation, bad faith or dishonest conduct in any of its dealings with or information provided to PRASA.

## **10.6 CORRUPTION, GIFTS AND PAYMENTS**

Neither the Bidders to RFPs, its equity members, the sub-contractors, consortium members nor any of their agents, lenders or advisors shall directly or indirectly offer or give to any person in the employment of PRASA or any other Government official or any of the Advisory Team any gift or consideration of any kind as an inducement or reward for appointing a particular Bidder, or for showing or omitting to show

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favour or disfavour to any of the Bidders, its equity members or the sub-contractors in relation to the Project.

In the event that any of the prohibited practices contemplated under the above paragraph is committed, PRASA shall be entitled to terminate any Response to RFP's status and to prohibit such Response to RFP, its equity members, its SPV members, its Sub Contractors and their agents, lenders and advisors from participating in any further part of the procurement of the Project.

#### **10.7 INSURANCE**

Unless specifically provided for in this RFP or draft contracts, Bidders will be required to submit with their Bid for services professional indemnity insurance and works insurance to an extent (if any) if insurance provided by PRASA may not be for the full cover required in terms of the relevant category listed in this RFP. The Bidder is advised to seek qualified advice regarding insurance.

#### **10.8 NO CONTACT POLICY**

Bidders may only contact the bid administrator of PRASA as per the terms of the Communication Structure established by this RFP, except in the case of pre-existing commercial relationships, in which case contact may be maintained only with respect thereto and, in making such contact, no party may make reference to the Project or this RFP.

#### **10.9 CONFLICT OF INTEREST**

No Bidder member, subcontractor or advisor of the response to RFP may be a member of or in any other way participate or be involved, either directly or indirectly in more than one response to RFP or response to RFP during any stage of the Project procurement process, but excluding specialist suppliers of systems and equipment, non-core service providers or financial or commercial institutions whose role is limited purely to lending money or advancing credit to the response to RFP. Bidders are to sign the declaration of interest form. In order to prevent the conflict or potential conflict of interest between Lenders and Bidders to RFP, no advisors or the Contractor/s or Consortium/s to any response to RFP, consortium member or subcontractor may fulfil the role of arranger, underwriter and/or lead bank to the response to RFP. PRASA may disqualify the response to RFP from further participation in the event of a failure to comply with this provision. PRASA views the potential conflict of interest so great as to warrant the reduction of competition for advisory services.

#### **10.10 COLLUSION AND CORRUPTION**

Any Bidder shall, without prejudice to any other remedy available to PRASA, be disqualified, where the response to RFP –

- communicates to a person other than persons nominated by PRASA a material part of its response to RFP; or



- Enters into any Contract or arrangement with any other person or entity that it shall refrain from submitting a response to RFP to this RFP or as to any material part of its Response to RFP to this RFP (refer the prohibition contained in Section 4(1)(b)(iii) of the Competition Act 89 of 1998).  
The Bidders represents that the Bidder has not, directly or indirectly, entered into any agreement, arrangement or understanding or any such like for the purpose of, with the intention to, enter into collusive Bidding or with reasonable appreciation that, collusive any agreement, arrangement or understanding or any such like may result in or have the effect of collusive Bidding. The Bidder undertakes that in the process of the Bid but prior to PRASA awarding the Bid to a preferred bidder become involved in or be aware of or do or caused to be done any agreement, arrangement or understanding or any such like for the purpose of or which may result in or have the effect of a collusive Bid, the Bidder will notify PRASA of such any agreement, arrangement or understanding or any such like.; or
- offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing, or having caused to be done any act or omission in relation to the RFP Process or any proposed response to RFP (provided nothing contained in this paragraph shall prevent a response to RFP from paying any market-related commission or bonus to its employees or contractors within the agreed terms of their employment or contract).

#### 10.11 CONSORTIUM CHANGES

If exceptional circumstances should arise in which a after the submission to the bid and after closing date of submission of bids, there is change in the composition of the Bidder, either through substitution or omission of any member of the Bidder:

- The Response to RFP must notify PRASA in writing of the proposed changes supported by complete details of the material reasons for the changes, the parties impacted by the changes and the impact on the response to RFP.
- PRASA shall evaluate the reasons advanced by the Bidder for the requested changes to the Bidder structure and where PRASA is not satisfied that the reasons advanced are reasonable or material, refuse to accept the change and disqualify the response to RFP, or notify the Bidder in writing of its non-acceptance of the changes and require the Bidder to propose a suitable alternative to PRASA within 10 (TEN) days of its receipt of the decision of PRASA, upon receipt of which PRASA shall -
  - Evaluate the alternative proposed for suitability to PRASA, and where the alternative is accepted by PRASA, inform the Bidder in writing of such acceptance and PRASA shall reassess the response to RFP against the RFP requirements and criteria; or

- ii. Where the alternative is not accepted by PRASA, inform the Bidder in writing of such non-acceptance as well as its disqualification from the RFP Process.
- iii. Where PRASA is satisfied that the changes requested under (i) above are reasonable and material, the response to RFP, shall be allowed to effect the required changes and PRASA shall reassess the response to RFP against the RFP requirements and criteria.

#### **10.12 COSTS OF RESPONSE TO THE RFP SUBMISSION**

All costs and expenses associated with or incurred by the Bidder in relation to any stage of the Project, shall be borne by the Bidder. PRASA shall not be liable for any such costs or expenses or any claim for reimbursement of such costs or expenses.

To avoid doubt, PRASA shall not be liable for any samples submitted by the Bidder in support of their Responses to RFP and reserves the right not to return to them such samples and to dispose of them at its discretion.

#### **10.13 RESPONSE TO THE RFP WARRANTY**

Bidders must provide a warranty as part of their Responses to RFP that their Responses to RFP are true and correct in all respects, that it does not contain a misrepresentation of any kind and that the taxes of all members of the Bidder company, consortium members and or subcontractors are in order and none of the members are undergoing corruption or any criminal-related investigations or have any past convictions for fraud or corruption.

## 11 CONDITIONS OF TENDER

### General

- |                                               |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Actions                                       | 1 | PRASA's <i>Representative</i> and each <i>tenderer</i> submitting a tender shall act as stated in these Conditions of Tender and in a manner which is fair, equitable, transparent, competitive and cost-effective.                                                                                                                                                                                                                                 |
| Interpretation                                | 2 | Terms shown in <i>italics</i> vary for each tender. The details of each term for this tender are identified in the Request for Tender / Scope of work/ specification. Terms shown in capital initials are defined terms in the appropriate conditions of contract.                                                                                                                                                                                  |
|                                               | 3 | Any additional or amended requirements in the Scope of work/ specification, and additional requirements given in the Schedules in the <i>tender returnables</i> are deemed to be part of these Conditions of Tender.                                                                                                                                                                                                                                |
|                                               | 4 | The Conditions of Tender and the Scope of work/ specification shall form part of any contract arising from this invitation to tender.                                                                                                                                                                                                                                                                                                               |
| Communication                                 | 5 | Each communication between PRASA and a <i>tenderer</i> shall be to or from PRASA's <i>Representative</i> only, and in a form that can be read, copied and recorded. Communication shall be in the English language. PRASA takes no responsibility for non-receipt of communications from or by a <i>tenderer</i> .                                                                                                                                  |
| PRASA's rights to accept or reject any tender | 6 | PRASA may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. PRASA or PRASA's <i>Representative</i> will not accept or incur any liability to a <i>tenderer</i> for such cancellation and rejection but will give reasons for the action. PRASA reserves the right to accept the whole or any part of any tender. |
|                                               | 7 | After the cancellation of the tender process or the rejection of all tenders PRASA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.                                                                                                                                                                                                                       |

## Tenderer's obligations

The *tenderer* shall comply with the following obligations when submitting a tender and shall:

- |                                                           |   |                                                                                                                                                                                                                                                                                                                                             |
|-----------------------------------------------------------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Eligibility</b>                                        | 1 | Submit a tender only if the <i>tenderer</i> complies with the criteria stated in the Scope of work/ specification.                                                                                                                                                                                                                          |
| <b>Cost of tendering</b>                                  | 2 | Accept that PRASA will not compensate the <i>tenderer</i> for any costs incurred in the preparation and submission of a tender.                                                                                                                                                                                                             |
| <b>Check documents</b>                                    | 3 | Check the <i>tender documents</i> on receipt, including pages within them, and notify PRASA's <i>Representative</i> of any discrepancy or omissions in writing.                                                                                                                                                                             |
| <b>Copyright of documents</b>                             | 4 | Use and copy the documents provided by PRASA only for the purpose of preparing and submitting a tender in response to this invitation.                                                                                                                                                                                                      |
| <b>Standardised specifications and other publications</b> | 5 | Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the <i>tender documents</i> by reference.                                                                                                         |
| <b>Acknowledge receipt</b>                                | 6 | Preferably complete the Receipt of invitation to submit a tender form attached to the Letter of Invitation and return it within five days of receipt of the invitation.                                                                                                                                                                     |
|                                                           | 7 | Acknowledge receipt of Addenda / Tender Briefing Notes to the <i>tender documents</i> , which PRASA's <i>Representative</i> may issue, and if necessary apply for an extension to the <i>deadline for tender submission</i> , in order to take the Addenda into account.                                                                    |
| <b>Site visit and / or clarification meeting</b>          | 8 | Attend a site visit and/or clarification meeting at which <i>tenderers</i> may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions, if provided for in the Scope of work/ specification. Details of the meeting are stated in the RFP document, <i>i-tender</i> website and CIDB website. |
| <b>Seek clarification</b>                                 | 9 | Request clarification of the <i>tender documents</i> , if necessary, by notifying PRASA's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> .                                                                                                                                                         |

- |                          |    |                                                                                                                                                                                                                                                                                                                                                                         |
|--------------------------|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Insurance                | 10 | Be informed of the risk that needs to be covered by insurance policy. The <i>tenderer</i> is advised to seek qualified advice regarding insurance.                                                                                                                                                                                                                      |
| Pricing the tender       | 11 | Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful <i>tenderer</i> . Such duties, taxes and levies are those applicable 14 days prior to the <i>deadline for tender submission</i> .                                                                                |
|                          | 12 | Show Value Added Tax (VAT) payable by PRASA separately as an addition to the tendered total of the prices.                                                                                                                                                                                                                                                              |
|                          | 13 | Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the <i>conditions of contract</i> .                                                                                                                                                                                                    |
|                          | 14 | State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Scope of work/ specification. The selected <i>conditions of contract</i> may provide for part payment in other currencies.                                                                                                                               |
| Alterations to documents | 15 | Not make any alterations or an addition to the tender documents, except to comply with instructions issued by PRASA's <i>Representative</i> or if necessary to correct errors made by the <i>tenderer</i> . All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like. |
| Alternative tenders      | 16 | Submit alternative tenders only if a main tender, strictly in accordance with all the requirements of the <i>tender documents</i> is also submitted. The alternative tender is submitted with the main tender together with a schedule that compares the requirements of the <i>tender documents</i> with the alternative requirements the <i>tenderer</i> proposes.    |
|                          | 17 | Accept that an alternative tender may be based only on the criteria stated in the Scope of work/ specification and as acceptable to PRASA.                                                                                                                                                                                                                              |
| Submitting a tender      | 18 | Submit a tender for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Scope of work/ specification.                                                                                                                                                                        |
| NOTE:                    | 19 | <b>Return the completed and signed <i>PRASA Tender Forms and SBD forms provided with the tender. <u>Failure to submit all the required documentation will lead to disqualification</u></i></b>                                                                                                                                                                          |

- 20 **Submit the tender as an original plus 1 copy and an electronic version which should be contained in Memory Cards clearly marked in the Bidders name as stated in the RFP and provide an English translation for documentation submitted in a language other than English. Tenders may not be written in pencil but must be completed in ink.**
- 21 Sign and initial the original and all copies of the tender where indicated. PRASA will hold the signatory duly authorised and liable on behalf of the *tenderer*.
- 22 Seal the original and each copy of the tender as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside PRASA's address and invitation to tender number stated in the Scope of work/ specification, **as well as the tenderer's name and contact address**. Where the tender is based on a two envelop system tenderers should further indicate in the package whether the document is **envelope / box 1 or 2**.
- 23 Seal original and copies together in an outer package that states on the outside only PRASA's address and invitation to tender number as stated in the Scope of work/ specification. The outer package should be marked "CONFIDENTIAL"
- 24 Accept that PRASA will not assume any responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

**Note:**

PRASA prefers not to receive tenders by post and takes no responsibility for delays in the postal system or in transit within or between PRASA offices.

PRASA prefers not to receive tenders by fax, PRASA takes no responsibility for difficulties in transmission caused by line or equipment faults.

Where tenders are sent via courier, PRASA takes no responsibility for tenders delivered to any other site than the tender office.

PRASA employees are not permitted to deposit a tender into the PRASA tender box on behalf of a tenderer, except those lodged by post or courier.

Closing time	25	Ensure that PRASA has received the tender at the stated address with the Scope of work / specification no later than the <i>deadline for tender submission</i> . Proof of posting will not be taken by PRASA as proof of delivery. PRASA will not accept a tender submitted telephonically, by Fax, E-mail or by telegraph unless stated otherwise in the Scope of work/ specification.
	26	Accept that, if PRASA extends the <i>deadline for tender submission</i> for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.
Tender validity	27	Hold the tender(s) valid for acceptance by PRASA at any time within the <i>validity period</i> after the <i>deadline for tender submission</i> .
	28	Extend the <i>validity period</i> for a specified additional period if PRASA requests the <i>tenderer</i> to extend it. A <i>tenderer</i> agreeing to the request will not be required or permitted to modify a tender, except to the extent PRASA may allow for the effects of inflation over the additional period.
Clarification of tender after submission	29	Provide clarification of a tender in response to a request to do so from PRASA's <i>Representative</i> during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by PRASA's <i>Representative</i> to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the <i>tenderer</i> as corrected by PRASA's <i>Representative</i> with the concurrence of the <i>tenderer</i> , shall be binding upon the <i>tenderer</i>
Submit bonds, policies etc.	30	If instructed by PRASA's <i>Representative</i> (before the formation of a contract), submit for PRASA's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>tenderer</i> in terms of the <i>conditions of contract</i> .
	31	Undertake to check the final draft of the contract provided by PRASA's <i>Representative</i> and sign the Form of Agreement all within the time required.
	32	Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent should be submitted with the tender.
Fulfil BEE requirements	33	Comply with PRASA's requirements regarding BBBEE Suppliers.



## PRASA'S UNDERTAKINGS

PRASA, and PRASA's *Representative*, shall:

- |                                 |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|---------------------------------|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Respond to clarification</b> | 1 | Respond to a request for clarification received earlier than the <i>closing time for clarification of queries</i> . The response is notified to all <i>tenderers</i> .                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Issue Addenda</b>            | 2 | If necessary, issue to each <i>tenderer</i> from time to time during the period from the date of the Letter of Invitation until the <i>closing time for clarification of queries</i> , Addenda that may amend, amplify, or add to the <i>tender documents</i> . If a <i>tenderer</i> applies for an extension to the <i>deadline for tender submission</i> , in order to take Addenda into account in preparing a tender, PRASA may grant such an extension and PRASA's <i>Representative</i> shall notify the extension to all <i>tenderers</i> . |
| <b>Return late tenders</b>      | 3 | Return tenders received after the <i>deadline for tender submission</i> unopened to the <i>tenderer</i> submitting a late tender. Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission.                                                                                                                                                                                                                                                                  |
| <b>Non-disclosure</b>           | 4 | Not disclose to <i>tenderers</i> , or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract.                                                                                                                                                                                                                                                                                                                          |
| <b>Grounds for rejection</b>    | 5 | Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award.                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Disqualification</b>         | 6 | Instantly disqualify a <i>tenderer</i> (and his tender) if it is established that the <i>tenderer</i> offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender.                                                                                                                                                                                                                                                                                                             |
| <b>Test for responsiveness</b>  | 7 | Determine before detailed evaluation, whether each tender properly received <ul style="list-style-type: none"> <li>• meets the requirements of these Conditions of Tender,</li> <li>• has been properly signed, and</li> <li>• is responsive to the requirements of the <i>tender documents</i>.</li> </ul>                                                                                                                                                                                                                                        |
|                                 | 8 | Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the <i>tender documents</i> without material deviation or qualification. A material deviation or qualification is one which, in PRASA 's opinion would                                                                                                                                                                                                                                                                                         |

		<ul style="list-style-type: none"> <li>• detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data,</li> <li>• change PRASA's or the <i>tenderer's</i> risks and responsibilities under the contract, or</li> <li>• affect the competitive position of other <i>tenderers</i> presenting responsive tenders, if it were to be rectified.</li> </ul>
<b>Non-responsive tenders</b>	10	Reject a non-responsive tender, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
<b>Arithmetical errors</b>	11	<p>Check responsive tenders for arithmetical errors, correcting them as follows:</p> <ul style="list-style-type: none"> <li>• Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> <li>• If a bill of quantities applies and there is a discrepancy between the rate and the line-item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line-item total as quoted shall govern, and the rate will be corrected.</li> <li>• Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the <i>tenderer's</i> addition of prices, the total of the Prices, if any, will be corrected.</li> </ul>
	12	Reject a tender if the <i>tenderer</i> does not accept the corrected total of the Prices (if any).
<b>Evaluating the tender</b>	13	Evaluate responsive tenders in accordance with the procedure stated in the RFP / Scope of work/ specification. The evaluated tender price will be disclosed only to the relevant PRASA tender committee and will not be disclosed to <i>tenderers</i> or any other person.
<b>Clarification of a tender</b>	14	Obtain from a <i>tenderer</i> clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.
<b>Acceptance of tender</b>	15	Notify PRASA's acceptance to the successful <i>tenderer</i> before the expiry of the <i>validity period</i> or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between PRASA and the successful <i>tenderer</i> .

Notice to unsuccessful tenderers	16	After the successful <i>tenderer</i> has acknowledged PRASA's notice of acceptance, notify other <i>tenderers</i> that their tenders have not been accepted, following PRASA's current procedures.
Prepare contract documents	17	Revise the contract documents issued by PRASA as part of the <i>tender documents</i> to take account of <ul style="list-style-type: none"> <li>• Addenda issued during the tender period,</li> <li>• inclusion of some of the <i>tender returnables</i>, and</li> <li>• other revisions agreed between PRASA and the successful <i>tenderer</i>, before the issue of PRASA's notice of acceptance (of the tender).</li> </ul>
Issue final contract	18	Issue the final contract documents to the successful <i>tenderer</i> for acceptance within one week of the date of PRASA's notice of acceptance.
Sign Form of Agreement	19	<b>Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of PRASA's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party shall comply with the request.</b>
Provide copies of the contracts	20	Provide to the successful <i>tenderer</i> the number of copies stated in the Scope of work/ specification of the signed copy of the contracts within three weeks of the date of PRASA's acceptance of the tender.