



prasa

PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: [HORTI-NGR/10/24]

REQUEST FOR QUOTATION (RFQ) FOR THE AS & WHEN HORTICULTURAL SERVICES AT VARIOUS STATIONS, DEPOTS, RELAY ROOMS, OHTE SUB-STATIONS AND VACANT LANDS IN THE GAUTENG NORTH REGION (NGR) FOR A PERIOD OF 24 MONTHS.

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

BID NUMBER:	HORTI-NGR/10/24	CLOSING DATE:	15 October 2024	CLOSING TIME:	12:00 PM
DESCRIPTION	AS & WHEN HORTICULTURAL SERVICES AT VARIOUS STATIONS, DEPOTS, RELAY ROOMS, OHTE SUB-STATIONS AND VACANT LANDS IN THE GAUTENG NORTH REGION (NGR) FOR A PERIOD OF 24 MONTHS.				

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*):**546 PAUL KRUGER c/o SCHEIDING STREET****PRASA CRES BUILDING****PRETORIA STATION PRECINCT****PRETORIA****BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

CONTACT PERSON	Thobeka Shabangu
TELEPHONE NUMBER	012 748 7571
E-MAIL ADDRESS	CresNGR.Quotation@prasa.com

SUPPLIER INFORMATION

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

2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER**
- 1.3. **PRESCRIBED IN THE BID DOCUMENT.**
- 1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

NB:

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

SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

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

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

2 COMMUNICATION

Bidder/s are warned that a response will be liable for disqualification should any attempt be made either directly or indirectly to canvass any SCM Officer(s) or PRASA employee in respect of this RFQ between the closing date and the date of the award of the business.

3 BIDDERS COMPLAINTS PROCESS

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

3.1.1 Bid/Tender Description;

3.1.2 Bid/Tender Reference Number;

3.1.3 Closing date of Bid/Tender;

3.1.4 Supplier Name;

3.1.5 Supplier Contact details; and

3.1.6 The detailed compliant.

4 LEGAL COMPLIANCE

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

5 CHANGES TO QUOTATIONS

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

6 PRICING

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

7 BINDING OFFER

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

8 DISCLAIMERS

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

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

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

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

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

9 LEGAL REVIEW

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

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

11 PROTECTION OF PERSONAL DATA

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

Furthermore, PRASA will not otherwise modify, amend or alter any personal data submitted by Bidders or disclose or permit the disclosure of any personal data to any Third Party without the prior written

consent from the Bidders. Similarly, PRASA requires Bidders to process any personal information disclosed by PRASA in the bidding process in the same manner.

12 EVALUATION METHODOLOGY

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

EVALUATION CRITERIA	WEIGHTING
Stage 1 – Compliance	
Stage 1A	Mandatory Requirements
Stage 1B	Other Mandatory Requirements
Stage 2	
Technical/Functional Requirements	Threshold of 60%
Stage 3	
Price	80
Specific Goals	20
TOTAL	100

13 ADMINISTRATIVE RESPONSIVENESS

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

14 VALIDITY PERIOD

14.1 PRASA requires a validity period of 60 **Working Days** from the closing date.

14.2 Bidders are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the delegated authority has approved the process the validity of the successful bidder(s)' bid will be deemed to remain valid until finalization of the award.)

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

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

16 RETURNABLE DOCUMENTS

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

16.1. Mandatory Returnable Documents

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

SECTION 3

1 EVALUATION CRITERIA:

Stage 1A – Mandatory Requirements

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

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

No.	Description of requirement	
a)	Price Schedule and Pricing form (Section 4) To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule/BOQ and not utilize a different format. Deviation from this pricing schedule will result in a bid being declared non-responsive.	
b)	If Applicable: Joint Venture, Consortium Agreement or Partnering Agreement signed by all parties. The agreement should indicate the leading partner	
c)	Bidders to fill and sign the Closing/ Submission register on submission of bid documents.	

Stage 1B –Other Mandatory Requirements

If you do not submit the following other-mandatory documents/requirements, PRASA may request the bidder to submit the information within three (3) working days. Should this information not be provided, your bid proposal will be disqualified.

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

No.	Description of requirement	
a)	Completion of ALL RFP documentation (includes ALL declarations)	
b)	Valid Letter of Good Standing (COIDA) issued by Department of labour / (RMA) / (FEM).	
c)	Supply of valid SARS Pin	
d)	CSD supplier registration number	

2.1 Stage 2

Technical / Functionality Requirements

Scoring of Functionality:

The minimum threshold for the Technical/functionality criteria is **(60%)** and bidders who score below this minimum will not be considered for further evaluation in terms of price and Specific Goals.

ITEM	CRITERIA	WEIGHT
1.	COMPANY'S TRACK RECORD & EXPERIENCE	35
2.	RELEVANT MUNICIPALITY FOOTPRINT	25
3.	FINANCIAL CAPABILITY	20
4.	SAFETY REQUIREMENTS	20
	TOTAL	100

CRITERIA	SUB-CRITERIA	SCORES	WEIGHT
1. PREVIOUS EXPERIENCE AND COMPANY TRACK RECORD(35%)	Bidders should indicate the experience of previous work done within the Horticultural (Tree felling or Grass cutting)/Gardening sector for the past 15 years (i.e. 2008 – 2023). Evidence required: The bidders are to submit the following documents: • Provide Appointment Letter/Contract/Purchase Order for each project. AND • Provide a Reference Letter or Testimonial or Completion certificate relating to the above appointment Letter/Contract/Purchase Order provided. The Reference Letter to indicate the following: company name, contact person and confirmation that work was completed. NB – One of the provided documents must indicate value of	Bidder(s) will score: 5 points = if Bidder submitted Five (5) sets of signed Appointment Letters/Contracts/Purchase Orders accompanied by Five (5) signed Reference Letters or Five (5) signed Testimonials or Five (5) signed Completion Certificates for the required services (i.e. Horticultural (Tree felling or Grass cutting)/Gardening services) - Works completed with the combined value of ≥ R 1 000 000.00 4 points = if Bidder submitted Four (4) sets of signed Appointment letters/Contracts/Purchase Orders accompanied by a Four (4) signed Reference	35

the contract. Points will be awarded only if ~~both~~ documents are submitted.

Letters or Four (4) signed

Testimonials or Four (4) signed Completion Certificates for the required services (i.e. Horticultural (Tree felling or Grass cutting)/Gardening services) - Works completed with the combined value of ≥ R 750 000.00

3 points = if Bidder submitted Three (3) sets of signed Appointment letters/Contracts/Purchase Orders accompanied by a Three (3) signed Reference Letters or Three (3) signed Testimonials or Three (3) signed Completion Certificates for the required services (i.e. Horticultural (Tree felling or Grass cutting)/Gardening services) - Works completed with the combined value of ≥ R 500 000.00

2 points = if Bidder submitted Two (2) sets of signed Appointment letters/Contracts/Purchase Orders accompanied by a Two (2) signed Reference Letters or Two (2) signed Testimonials or Two (2) signed Completion Certificates for the required services (i.e. Horticultural (Tree felling or Grass cutting)/Gardening services) - Works completed with the combined value of ≥ R 250 000.00

		1 point = if Bidder submitted		
		One (1) set of signed Appointment letter/Contract/Purchase Order accompanied by a signed Reference Letter or signed Testimonial or signed Completion Certificate for the required services (i.e. Horticulture/Gardening services) - Works completed with the combined value of $\geq$ R 50 000.00 0 point = Any project $\leq$ R 50 000.00 and No submission or generic submission not applicable to the project or the required services (i.e. Horticultural (Tree felling or Grass cutting)/Gardening Services)		
2. RELEVANT MUNICIPALITY FOOTPRINT (25%)	Demonstration of company existence to Gauteng province with evidence of relevant footprint in Tshwane Municipality. The contractor shall submit Copies of the Rates and Taxes/ Lease agreement (Not older than 3 months) to determine the footprint.	Bidder(s) will score: 5 points = if the bidding Company's Footprint is in the City of Tshwane Municipality 4 points = if the bidding Company's Footprint is either in the City of Johannesburg or City of Ekurhuleni Municipality 3 points = if the bidding Company's Footprint is in the West Rand District Municipality 2 points = if the bidding Company's Footprint is in the Sedibeng District Municipality 1 point = if the bidding Company's Footprint is outside Gauteng Province 0 point = No submission or irrelevant submission or lease	25	

		agreement/rates and taxes older than three months	
3. FINANCIAL CAPABILITY (20%) The operating cash flow ratio measures a company's short-term liquidity. Use the formula below: Operating cash flow ratio = Net Cash flow from Operations/Current liabilities. Bidders should submit a complete set of recent financial statements for the company. JVs must submit financial statements for all members of the JV.	Recent year's set of financial statements: current and preceding financial year. Financials prepared and signed by an Independent Registered Accounting Professional and signed by the Company Director. Incomplete Financial Statements will not be considered. JVs must submit financial statements for all members of the JV.	5 points = Operating Cash Flow Ratio $X > 1.5$ 4 points = Operating Cash Flows Ratio $1.0 > X \leq 1.5$ 3 points = Operating Cash Flow Ratio $0.5 > X \leq 1.0$ 2 points = Operating Cash Flow Ratio $0 > X \leq 0.5$ 1 point = Operating Cash Flow Ratio $X \leq 0$ 0 point = No Submission/ Statement is not signed by Registered Professional Accountant and Director/ Incomplete Financial Statements	20
4. SAFETY REQUIREMENTS (20%)	Bidder will submit the following safety requirements: - Health and Safety plan that is aligned with Project Scope of work on handling and storage of chemicals. - Project Safety structure(Safety officer, First aiders, Flagmen). - PPE Matrix indicating operational area and their applicable PPE as per the Project Scope of work.	Bidder(s) will score: 5 points = if the Bidder submits ALL five of the safety requirements. 4 points = if the Bidder submits four of the safety requirements. 3 points = if the Bidder submits three of the safety requirements.	20

		2 points = if the Bidder submits two of the safety requirements.	
	• Qualified First Aider in possession of Certified First Aid Certificate with CV outlining relevant experience and Copy of ID (certified copies not older than 6 months). • Qualified Safety Officer in possession of Certified SHE Representative Certificate with CV outlining relevant experience and Copy of ID (certified copies not older than 6 months). N.B – Not submitting either of the above requirements (Certified Certificate, CV, Certified ID Copy) will be equivalent to incomplete submission, bidder will be awarded zero (0) points.	1 point = if the Bidder submits one of the safety requirements. 0 points = No Submission or irrelevant information provided	

2.2 Stage 3- Price and Specific Goals

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

The maximum points for this tender are allocated as follows:

DETAILS	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Ownership Level	Scoring	Number of points claimed (80/20 system) (To be completed by the tenderer)	Evidence required for specific goals
Black Women Owned	4	100% black women owned	4		Certified Valid BBB-EE Certificate / Original Sworn-Affidavit for EME & QSE/ Certified copies of ID Documents of the Owners For JVs/Trust Deed/Consortiums: Certified Valid Consolidated BBB-EE Certificate for JVs/Consortiums.
		75% -99% black women owned	3		
		60% – 74% black women owned	2		
		51 – 59% black women owned	1		
		0 – 50% black women or irrelevant submission/No submission	0		
Black Youth owned	4	100% black youth owned	4		Certified Valid BBB-EE Certificate / Original Sworn-Affidavit for EME & QSE/ Certified copies
		75% – 99% black youth owned	3		
		60% – 74% black youth owned	2		

		51 – 59% black youth owned	1		of ID Documents of the Owners	
		0 – 50% black youth owned or irrelevant submission/No submission	0		<i>For JVs/Trust Deed/Consortiums:</i> Certified Valid Consolidated BBB-EE Certificate for JVs/Consortiums.	
Owned by black people with disability (PWD)	4	100% owned by black person living with disabilities	4		Certified copy of ID Documents of the Owner and Doctors Note confirming the disability.	
		75% -99% owned by black person living with disabilities	3			
		60% – 74% owned by black person living with disabilities	2			
		51 – 59% owned by black person living with disabilities	1			
		0 – 50% owned by black person living with disabilities or irrelevant submission/No submission	0			
Black Owned	4	100% black owned	4		Certified Valid BBB-EE Certificate / Original Sworn-Affidavit for EME & QSE/ Certified copies of ID Documents of the Owners <i>For JVs/Trust Deed/Consortiums:</i> Certified Valid Consolidated BBB-EE Certificate for JVs/Consortiums.	
		75% – 99% black owned	3			
		60% – 74% black owned	2			
		51 – 59% black owned	1			
		0 – 50% black owned or irrelevant submission/No submission	0			

51% EME or QSE Black Owned	4	51% EME or QSE Black Owned	4		Certified Valid BBB-EE Certificate / Original Sworn-Affidavit for EME & QSE/ Certified copies of ID Documents of the Owners For JVs/Trust Deed/Consortiums: Certified Valid Consolidated BBB-EE Certificate for JVs/Consortiums.
		41% – 50% EME or QSE Black Owned	3		
		31% – 40% EME or QSE Black Owned	2		
		21% – 30% EME or QSE Black Owned	1		
		0 – 20% EME or QSE Black Owned or irrelevant submission/No submission	0		
TOTAL	20				

SPLITTING OF AWARDS

- 1.1** PRASA reserves the right to split the award of this bid to more than one service provider, provided that the nature of the services or goods or works to be provided are capable of being split to more than one service provider.

APPOINTMENTS OTHER THAN THE SUCCESSFUL BIDDER

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

SECTION 5

PRICING AND DELIVERY SCHEDULE

Bidders are required to complete the attached Pricing Schedule **Annexure:**

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

I / We _____ (Insert Name of Bidding Entity) of

_____ code _____ (Full address) conducting

business under the style or title of: _____ represented by:

_____ in my capacity as:

_____ being duly

authorised, hereby offer to undertake and complete the above-mentioned work/services at the prices quoted in the bills of quantities / schedule of quantities or, where these do not form part of the contract,

at _____ a _____ lumpsum, _____ of

R _____ (amount in numbers); _____

_____ (amount in words) Incl. VAT.

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

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

SECTION 5

PRASA GENERAL CONDITIONS OF PURCHASE

General

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

Conditions

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

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

Price and payment

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

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

Delivery and documents

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

Where items are to be delivered the Supplier:

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

Containers / packing material

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

Title and risk

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

Rejection

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

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

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

Warranty

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

Indemnity

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

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

Assignment and sub-contracting

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

Governing law

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

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 Bidder's declaration regarding PEPs/PIPs

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

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

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

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

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

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

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

3.4 Declaration:

I/We the undersigned _____ (Name) hereby certify that the PEP/PIP information furnished in this bid document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this bid, PRASA may disqualify our bid or terminate a contract we may have with PRASA where we are successful in this tender.

Signature

Date

Position

Name of bidder

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

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

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

4 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2, 3 and 4 ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.2. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.3.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Ownership Level	Scoring	Number of points claimed (80/20 system) (To be completed by the tenderer)	Evidence required for specific goals
Black Women Owned	4	100% black women owned	4		Certified Valid BBB-EE Certificate / Original Sworn-Affidavit for EME & QSE/ Certified copies of ID Documents of the Owners For JVs/Trust Deed/Consortiums: Certified Valid Consolidated BBB-EE Certificate for JVs/Consortiums.
		75% -99% black women owned	3		
		60% – 74% black women owned	2		
		51 – 59% black women owned	1		
		0 – 50% black women or irrelevant submission/No submission	0		
Black Youth owned		100% black youth owned	4		Certified Valid BBB-EE Certificate / Original Sworn-Affidavit for EME &
		75% – 99% black youth owned	3		

	4	60% – 74% black youth owned	2		QSE/ Certified copies of ID Documents of the Owners
		51 – 59% black youth owned	1		<i>For JVs/Trust Deed/Consortiums:</i>
		0 – 50% black youth owned or irrelevant submission/No submission	0		Certified Valid Consolidated BBB-EE Certificate for JVs/Consortiums.
Black Persons Living with Disability Owned	4	100% owned by black person living with disabilities	4		Certified copy of ID Documents of the Owner and Doctors Note confirming the disability.
		75% -99% owned by black person living with disabilities	3		
		60% – 74% owned by black person living with disabilities	2		
		51 – 59% owned by black person living with disabilities	1		
		0 – 50% owned by black person living with disabilities or irrelevant submission/No submission	0		
Black Owned	4	100% black owned	4		Certified Valid BBB-EE Certificate / Original Sworn-Affidavit for EME & QSE/ Certified copies of ID Documents of the Owners <i>For JVs/Trust Deed/Consortiums:</i> Certified Valid Consolidated BBB-EE
		75% – 99% black owned	3		
		60% – 74% black owned	2		
		51 – 59% black owned	1		
		0 – 50% black owned or irrelevant	0		

		submission/No			Certificate for
		submission			JVs/Consortiums.
51% EME or QSE Black Owned	4	51% EME or QSE Black Owned	4		Certified Valid BBB-EE Certificate / Original Sworn-Affidavit for EME & QSE/ Certified copies of ID Documents of the Owners For JVs/Trust Deed/Consortiums: Certified Valid Consolidated BBB-EE Certificate for JVs/Consortiums.
		41% – 50% EME or QSE Black Owned	3		
		31% – 40% EME or QSE Black Owned	2		
		21% – 30% EME or QSE Black Owned	1		
		0 – 20% EME or QSE Black Owned or irrelevant submission/No submission	0		
TOTAL	20				

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety
☐ Close corporation
☐ Public Company
☐ Personal Liability Company
☐ (Pty) Limited
☐ Non-Profit Company
☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
 ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SECTION 11

SCOPE OF WORKS/SPECIFICATION

1. INTRODUCTION

1.1. The purpose of the submission is to outsource and secure the approval for the appointment of two (2) reputable Horticulture service providers to provide as and when Horticultural services for Gauteng North Region to run for a period of 24 months or Two (2) Years. PRASA requires a full horticultural service for various Depots, Offices, Relay rooms, Substations, Commercial Areas, Prasa Vacant Lands and Stations.

2. SCOPE OF WORK

2.1. The contractor is expected to supply equipment, labour, material, and consumables, which may be necessary for the proper completion of contract work in accordance to our specification

2.2. This scope comprises:

- Cutting and removal of thick vegetation.
- Shrubs and weeds
- Grass cutting and disposal.

- Tree felling, pruning and disposal.
- Weeds control of paved and tarred areas.
- Stump treatments application to prevent regrowth.

2.3. The Contractor shall remove, sweep off, and/or clean up debris or waste resulting from vegetation control activity and shall dump such waste thereafter as indicated.

2.4. All cleared vegetation and waste accumulated from vegetation clearing shall be disposed to the appropriate and approved waste disposal site.

2.5. "Pruning and removal of vegetation" shall comprise of pruning or trimming of vegetation other than grass cutting in places where such vegetation maybe hanging over loose, e.g. over electrical poles, over the fence, or obstructing property, signage.

2.6. The grass cutting excludes the internal station precinct areas, external garden area and 50m from the platform ends.

2.7. Prasa safety critical Train depots facilities, yard, relay rooms and substations -The contractor shall ensure that the areas shall be cleared **2 metres width** from the perimeter fence and/or building structure and shall be cleared for the full perimeter fence and/or building area at all times.

2.8. Wolmerton Depot –The contractor shall ensure that trees/vegetation and grass are cleared from the areas in between the staging yard and maintenance workshops.

2.9. The areas to be maintained will be measured and determined before the execution of each intervention. The Contractor and the Project Manager/Technical Officer shall arrange the site inspection to confirm the areas to be maintained prior to commencement of work.

2.1. All cleared vegetation and waste accumulated from vegetation clearing shall be disposed to the appropriate and approved waste disposal site within 3 days after completion of specified work.

2.2. The Contractor shall furnish **Prasa Cres Facilities Department** with a copy of site disposal certificate after disposal of waste.

2.3. Grass cutting, pruning and removal of vegetation:

- It has been assumed that grass cutting, pruning and removal of vegetation will be carried out during rainy season or monthly at the most(in peak season). It should be noted that this period is not fixed and is subject to changes in weather conditions.

2.4. Removal of thick vegetation:

- It has been assumed that the removal or cutting of thick vegetation shall be carried out two to three times per year. It should be noted that this period is not fixed and is subject to changes in conditions.

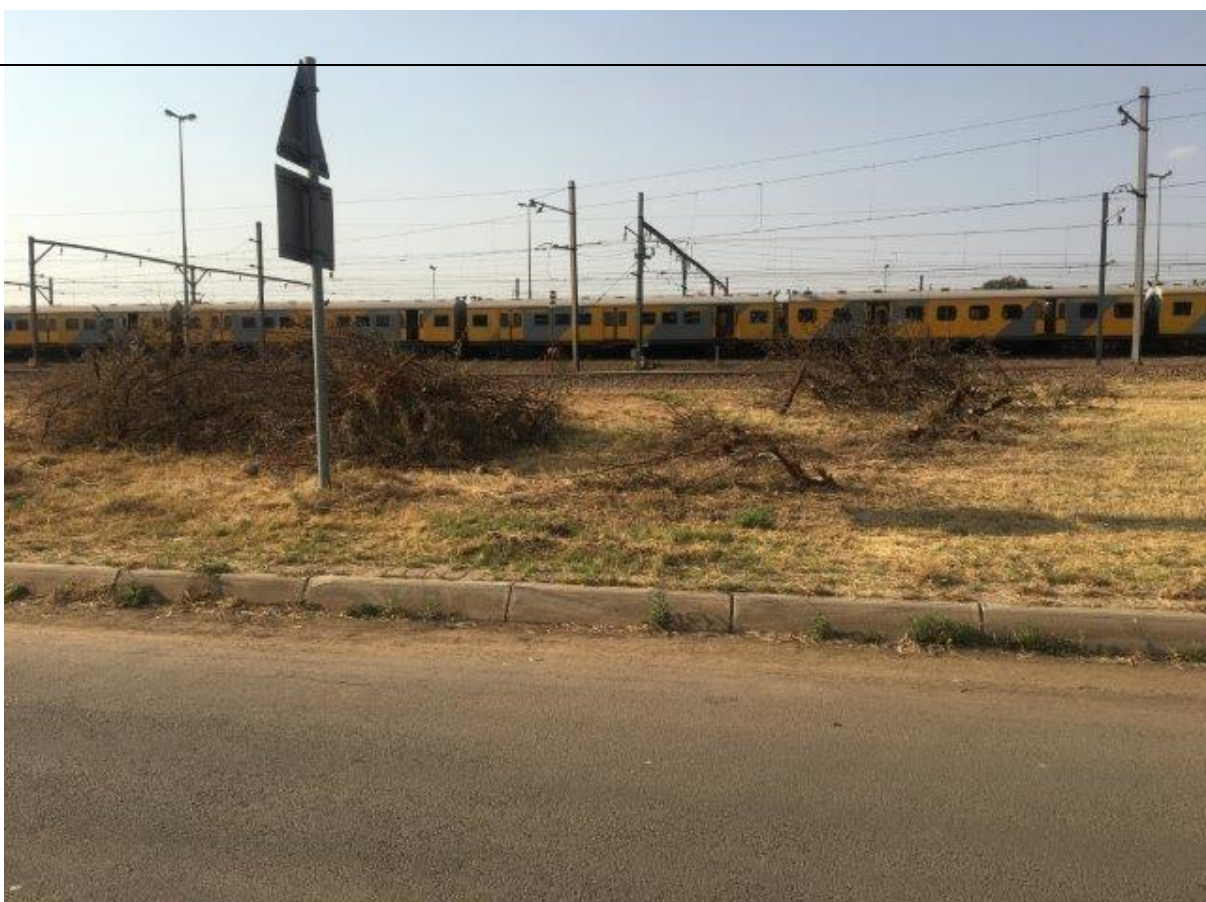
2.5. The essence of the contract is that Prasa Cres requires the control of living vegetation and the management of dead remains of previously living vegetation, to the extent that the areas treated in terms of the contract are free from any form of vegetation (dead or otherwise) which may obstruct, hinder or interfere with operational activities, or have the

potential to damage equipment or facilities, on track, in Platform surface and yards or other areas included in the contract.

2.6. The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor.

- Prasa Cres, however, shall have the right to monitor the material and activities of the Contractor to ascertain that all procedures and herbicidal applications are in accordance with this tender, the relevant legislation, and are conducive to the achievement of long-term control of vegetation. Such right of monitoring shall be entirely without prejudice to Prasa Cres and shall in no way relieve the Contractor of his responsibility for satisfactory control of vegetation.
- The Contractor must obtain his own information regarding the extent, occurrence and the species of the vegetation over the work area. The service provider must also determine the best method to control the vegetation.









3. MATERIAL FOUND ON SITE (Depots)

The contractor shall not make use, temper or move any materials found on site. No material that is lying on the site or PRASA's property may be removed by the contractor.

NB: *No scrap or any material of the value may be removed from the site without written authority.*

4. OBJECTIVES OF THE PROVISION OF THE SERVICE

- a. PRASA intends through the provision of this service to achieve highest quality standard of Horticultural services of the Depots, Relay rooms, Substations, Offices, Prasa Vacant Lands, Commercial Areas and Stations.
- b. To ensure that Customer and staff facilities are environmentally friendly and pleasing for both the employees and commuters.
- c. To ensure that the Horticultural service processes and methods complies with environmental and safety standards.
- d. Ensuring that the fire breaking maintenance or methods follows the insurance's recommendation and requirements.
- e. PRASA has a legal and statutory obligation to maintain its operating environment in a safe, environmentally sound and responsible manner.

5. CONTRACT MANAGEMENT

- a. The Contractor will organize the equipment and his/her services to the designated site and make such equipment and services available to Prasa Cres Facilities as when a request is made.

- b. The Contractors' services shall be made available at the designated site within 48 hours after such request has been made.
- c. The Prasa Cres Project Manager shall instruct the Contractor of every intervention required, highlighting the scope of works required to be executed.
- d. No work without the approval of the Prasa Cres Project Manager will be allowed.
- e. The Prasa Cres Project Manager may call contractual meetings with the Contractor from time to time to discuss project progress and SHE matters.
- f. The Contractor will undertake the work as specified in this Specification.

6. VEHICLES, PLANT & EQUIPMENT:

The Contractor must ensure that all vehicles, plant & equipment to be used on site and in the Prasa sites are kept and maintained in good condition and working order.

7. CONTRACTORS' STAFF AND LABOURERS TO BE USED ON SITE:

- a. The Contractors' Staff and Labourers to be used on site 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 Company on it in large and clear letters so that the public can clearly identify the Company if need be. Full Personal Protective Equipment (PPE) shall be worn whenever vegetation management work is performed and this shall include, but not be limited to, the following:
 - Safety shoes/boots
 - Hard hat
 - Overalls
 - Full length leather gloves/gauntlets
 - Protective eyewear (face shields)
 - Protective leg wear (leggings)
 - Safety belts (harness)
 - Earmuffs.
- c. Number of staff required per deployment and roles or responsibilities:
 - Maximum of Twenty (20) staff members required
 - At least 4 X Chainsaw operators
 - At least 6 X Brush cutters
 - And 10 X Rakers/ Disposers/ Labourers

8. AREAS OF FOCUS

Describe what needs to be done

- a.** The appointed service provider shall be required to provide highest quality Horticultural services for Gauteng North Region.
- b.** The provision of this service shall comply with applicable and relevant regulations and laws that govern the agricultural sector as well as Health and Safety Act (Act 85 of 1993) and Railway Safety Act (Act 16 of 2002).

9. DAMAGE TO FAUNA AND FLORA

- a.** The Contractor shall ensure that his employees at all-time exercise care and consideration for the fauna and flora within and adjacent to the area to be sprayed. The Contractor shall take the presence of drainage works within Platform surface and yards or depot into account and shall ensure that no waterborne movement of herbicides is possible.
- b.** The Contractor shall not apply any chemical of an explosive, inflammable, highly volatile or corrosive nature which may damage crops, vegetation or property or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.
- c.** Dumping or pollution of any kind will not be permitted. The stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.
- d.** The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.
- e.** Containers and residual material shall not be disposed of, on PRASA property or as part of PRASA refuse.
- f.** The Contractor shall take note of environmentally sensitive areas and shall plan and execute his work with the utmost care and responsibility.

10. WORKING HOURS

- a.** The working hours shall be from 07h00 to 16h00, Monday to Friday however Project Manager and the Contractor may by mutual agreement vary the working hours.
- b.** The Contractor must not vary the working hours without written instruction from the Prasa Cres Project Manager.

11. METHOD OF VEGETATION CONTROL

- a.** The results from mowing of grass in areas where required is even and will not constitute a hazard to pedestrians and workers moving in the area.
- b.** Vegetation control in terms of the contract will normally be required in respect of the off track, depot, and ancillary areas where applicable. The type of herbicides and the methods of application to be employed are as specified by the contract and is to be monitored by the Manager.

- c. The Respondent shall not damage any existing structures (e.g. fences) in or adjacent to Prasa property originating from the execution of the works. The Respondent shall be held responsible for the full reinstatement / repair thereof should avoidable damage of any nature occur.
- d. Plants should be controlled by cutting and cut stump treatment of the area.

NB: Burning will not be allowed under any circumstances as a means of control of Declared and Invader plants. The making of fire on site is also strictly prohibited, unless instruction is given to create a fire break by means of burning moribund and thick vegetation where cutting is not possible

13. STANDARDS OF WORKMANSHIP

- a. Control shall be such that there be no dry or dead remains of trees treated longer than 50mm in height and the width of 1-1.5m as that constitutes a hazard, hindrance or danger to Prasa operations.
- b. Suitable areas and/or methods will be agreed to with the Manager on site prior to disposal of cut material.
- c. Vegetative matter to be removed is not allowed to take place across the railway lines without the necessary protection in place and agreed to by the Manager.
- d. All vegetative matter because of mowing or cutting with brush cutters shall be raked and removed from site.
- e. When clearing an area for a fire break, the vegetation shall be cut or mown, and all vegetative material removed from the area so as to lessen the fuel load in the area which may sustain or assist in the spread of any fire.
- f. Should a fire break be required, that is burnt and free of combustible material, the fire break length and width need to be long and wide enough to retard or prevent a fire from spreading from the rail reserve.
- g. Where cutting of vegetation at level crossings is required, vegetation will be cut to a height of no more than 50mm.
- h. All shrubs and trees occurring within the area, shall be cut and the resulting vegetation is to be removed from the cut area to prevent it being a hindrance.

- 13.1. Tree pruning for the clearing of electrical overhead wires. Contractors must ensure that they are fully capacitated and trained in cutting and clearing of branches away from low and medium voltage Overhead Electrical wires. This work must be done in conjunction with Electrical OHTE / Eskom whenever necessary and arrange for isolation and reconnection. The pruning must also be carried out to Electrical OHTE / Eskom's specification requirements Tree pruning criteria, as and when stipulated.

13.2. The successful contractor is required to comply with all legal legislature and Statutory Acts such as:

13.2.1. The Occupational Health and Safety Act.

13.2.2. The Workman's' Compensation Act.

13.2.3. Department of Labour Basic Conditions of Service Act etc

13.3. The successful contractor must also show or present valid evidence that the Company is fully insured for any damage that its employees might cause due to negligence or wilful conduct whilst working for the Prasa Cres.

13.4. The contractor must also check, and report to the responsible official, whilst cutting near electrical wires, any tree that may be deemed a public risk due to its location and condition. This scope of work is to be contracted at a fixed unit price. The contractor must also remove or prune any branches that are encroaching on the road /rail track that may pose a future risk to large Train sets passing along the work area.

13.5. Standard Street Tree Maintenance The scope if the work to be done is:

- a. The feathering up / crown lifting of low hanging branches that may impede commuters flow or be a public risk.
- b. Clearing of dead, diseased branches that may cause a public risk.
- c. Removal of basal suckers that have grown up next to the tree from the base.
- d. Clear any branches that may interfere with CCTV or electrical fencing.
- e. Prune branches away from the property line of any private, or tenants or commercial area.
- f. Clear any branch that may become a risk encroaching over any rail track.
- g. Clear branches away from any high mast light that may impede the night visibility to the road or sidewalk.
- h. Shape any tree that may have grown into an unbalanced deformed shape.

13.6. The contractor must also stipulate in their tender unit cost, the removal of branches and debris and the cleaning and sweeping up of the work area on which the contractor carried out such operations. The contractor must also provide when necessary, proof or indicate that this tree by-product is being disposed of in a legitimate way and must make all necessary arrangements with whomever, that this by-product is dumped legally. The contractor must take full responsibility for removal and clearing of the branches within 2 days, after the tree has been cut. Should Prasa Cres be required to come up with other means to remove or dispose the by-product(s), this will be at a cost of 30% of the unit tree fee, which will be recouped from the contractor or deducted from the invoice of such payment to be made to the contractor, by making utilization of a credit note – which will be rate of that specific tree(s).

13.7. Contractors will be responsible for provision of all transport for their workers / employees to all stipulated work sites.

13.8. 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.

14. TREE REMOVAL

- Contractor will be required to do removal of trees from Train staging yards, Depots, relay rooms, substations vacant land, Stations and Commercial space.
- This scope of work is for the cutting down to ground level and removal from site any tree as per the official works order issued. Contractors must also be fully capacitated and be trained in safety of felling and the removal techniques of trees.
 - The contractors must also be fully insured and adhere to all legal requirements and practices for any lawful act or ordinances such as Occupational Health and Safety, Workmen's' Compensation etc.
 - Should the contractor fail to comply with the official order and the work, he will only be paid out in proportion to the work completed.

15. BRANCH COLLECTION AND REMOVAL

- Contractors will be required to do collecting (clearing, chipping) of all branches, logs and debris from any work site within the Prasa Cres sites. This also to include the sweeping and raking up of all work sites and leave them in a clean and acceptable state. This work of clearing branches, logs and debris will be at every site where tree cutting or felling operations have been carried out.
- Contractors must have the capacity to remove stumps, logs, tree trunks, branches, twigs and leaves, with either crane trucks, woodchippers or any such vehicle that may be appropriate to transport this away from any given site.

16. PERFORMANCE MONITORING AND EVALUATION

- a. The Respondent shall always be responsible for supervision of the work.
- b. The Manager shall at any time during the operational periods carry out routine inspections of the Respondent's performance methods and procedures.
- c. The clearing of bush encroachment and the control of Declared and Invader plants shall be measured in two parts:
 - Part one will be for Initial cut and removal of vegetation.

- Part two will be for the completion of follow-up treatment which will take place of the area treated in the Initial treatment where control was not initially achieved.

- d. In the case where the Project Manager and the Contractor fail to agree on the works done in cutting a specific tree(s), such tree(s) shall be recorded by the Project Manager and Contractor, and the Contractor and the Project Manager shall prepare appropriate record of all disputed trees in order that such disagreements may be resolved by way of the disputes resolution procedures stipulated in the general conditions of contract for maintenance works.

17. PAYMENTS

- 17.1 Where there is a claim for disposal of waste to Municipal Dump Site, invoices without site disposal certificates shall not be accepted.
- 17.2 The contractor shall be required to submit the before and after pictures as proof of work done on site.
- 17.3 No payment shall be processed for incomplete work on site.
- 17.4 In the case the contractor has not raked and removed all cut grass on site, then Prasa Cres will raise such with the Service provider, and give the Service provider 48 hours to resolve or rake and dispose the grass from Site, failure therewith shall result in the deduction of 30% of the unit grass fee for that specific area in square metres (m²), as unraked and undisposed grass becomes a high risk of fire, that may cause damage to invaluable assets.
- 17.5 In the case the contractor has cut a tree(s) and have left the tree(s) undisposed, then the Project Manager shall raise such non-compliances with the Service provider, and give the Service provider 48 hours to resolve and/or dispose the tree(s) from Site, failure therewith shall result in the deduction of an equivalent of 30% of the unit tree(s) fee,
- 17.6 In the case the contractor has cut a tree(s) and have left the remaining tree(s) stump which is not left below the 100mm height on site, Prasa Cres shall deduct 30% of the unit tree fee for that specific Tree(s) cutting.
- 17.1 Failure to submit quotations and invoices for every specified completed work within 30 working days shall result in contractor forfeiting 30% of the claimed invoice/quotation amount per completed site.

18. COMPLETION & TERMINATION OF CONTRACT

- 18.1 This contract will be considered complete when:
 - a. The contract value has been fully spent or when the contract period has been reached, whichever comes first,
 - b. The Contractor/Service provider refuses to comply with any instruction or any insubordination to order by Prasa Cres/Facilities' representative,
 - c. The Contractor/Service provider is in breach of this contract and has failed to rectify the breach following a written request do so by Prasa Cres/Facilities' department.

19. PENALTIES

- a. Prasa Cres Facilities Department may impose penalties for:
 - Failure to render services to the designated site(s) within:
 - 48 hours – for emergencies and
 - 72 hours – for normal call outs,
 - R 1 000.00 penalty shall be imposed per calendar day, for every failure to comply,
 - Failure to deploy as per the Scope of Work (SOW) will result in R 200.00 per employee (Brush cutters & Rakers) per calendar day.
 - Non-compliance to SHE requirements and
 - SHE incidents,
 - All non-raking and non-disposal of grass at Sites of works will be charged at 30% of the unit grass fee, for that area in m²
 - All non-disposal tree logs, stems, branches of cut tree(s) and tree(s) that are not cut below 100mm height, and a stump left above required height of below 100mm, a fee of 30% per unit tree(s) shall be deducted by Prasa Cres' delegated Project Manager/ Supervisor.

20. SPECIAL CONDITIONS OF CONTRACT

- a. This shall be a **performance-based contract** and shall be for a term of 2 years or 24 Months commencing from the date of signature of agreement.
- b. The performance of the contractor **shall be evaluated and assessed on Quarterly basis** and may be terminated on the grounds of poor performance and/or non-responsiveness.
- c. Either party may terminate the Contract by given another party a 30-calendar day written termination notice.
- d. The Contractor shall undertake to provide and use environmentally friendly (and SABS approved) products/material as required by PRASA.
- e. The Contractor's employees shall always be properly supervised by a supervisor(s) employed for this purpose by the Contractor.
- f. The Contractor employees Horticulture PRASA depots/ Stations 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.

21. INSPECTION AND REJECTION

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

22. 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***, 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 the Contractor shall access to the site for the duration of the contract. *Please see 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.

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)
- The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- The Hazardous Substance Act (Act 15 of 1973) as amended.
- The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984)(where applicable).
- The Environmental Conservation Act (Act 73 of 1989).
- SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- Conservation of Agricultural resources Act (Act 43 of 1983) (CARA) as amended.
- The National Veld and Forest Fire act (Act 101 of 1998)
- Emerging Viruses Safety Requirements

23. CONTRACTOR SAFETY FILE CONTENTS 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		

#	Requirement(s)	Compliance Status (Yes / No)	Comment(s)
	Annexure 3 of the Construction Regulations).		
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: - Waste management protocols - Incident reporting procedures - Emergency procedures - Protocols for reporting any prevalent communicable diseases		
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)		
20	Declaration of Sub-contractors (when applicable)		
21	Proof of Third-Party Liability Cover (Not older than 1 year)		
22	Conclusion / Statement of Compliance		

Note:

- Contents of the file to be overseen by the SHE Coordinator of the Department

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

The contractor must implement a SHE 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.

PRICING SCHEDULE

ITEM	DESCRIPTION OF WORK (TREE FELLING)	Unit	Year 1 Rate per item Exclusive vat	Year 1 Rate per Item Inclusive Vat	Year 2 Rate per item Exclusive vat	Year 2 Rate per item Inclusive vat
1	Fell trees with a stem diameter of 21mm to 150mm	Ea				
2	Fell trees with a stem diameter of 151 to 300mm	Ea				
3	Fell trees with a stem diameter of 300 to 450mm	Ea				
4	Fell trees with a stem diameter of 450mm to 600mm	Ea				
5	Fell trees with a stem diameter of 601mm to 750mm	Ea				
6	Fell trees with a stem diameter of 751mm to 900mm	Ea				
7	Fell trees with a stem diameter of 901mm to 1050mm	Ea				
8	Fell trees with a stem diameter of 1051mm to 1200mm	Ea				
9	Fell trees with a stem diameter of 1201mm to 1500mm	Ea				
10	Fell trees with a stem diameter of 1501mm to 1800mm	Ea				
11	Fell trees with a stem diameter of 1801mm to 2000mm	Ea				
12	Fell trees with a stem diameter of 2001mm to 2300mm	Ea				
13	Fell trees with a stem diameter of 2301mm to 2600mm	Ea				
14	Fell trees with a stem diameter of 2601mm to 3000mm	Ea				
15	Fell trees with a stem diameter of 3001mm to 3500mm	Ea				
16	Fell trees with a stem diameter of 3501mm to 4000mm	Ea				
17	Fell trees with a stem diameter of 4001mm to 4500mm	Ea				

18	Fell trees with a stem diameter of 4501mm to 5000mm	Ea				
19	Fell trees with stump diameter of 6000 mm and more, with the height of 10 000 mm to 20 000 mm	Ea				
20	Fell trees with stump diameter of 6000 mm and more, with the height of 20 000 mm to 40 000 mm (High Risk)	Ea				
21	Fell trees with stump diameter of 6000 mm and more, with the height of 40 001 mm to 50 000 mm (High Risk)	Ea				
22	Fell trees with stump diameter of ±10 000 mm and more, with the height of ±60 000 mm (High Risk)	Ea				
23	Tree stump treatment application/ painting to prevent regrowth stump diameter of 100mm – 500mm	Ea				
24	Rate for cutting shrubs and thick vegetation and disposal of rubble to the registered disposal site.	m ²				
25	Rate for cutting reeds and disposal of rubble to the registered disposal site.	m ²				
26	Rate for cutting, removing of grass and disposal of rubble to the registered disposal site.	m ²				
27	Weed killing chemical application to prevent regrowth	m ²				
28	Travelling beyond 20Km from site of services/ works for disposal of rubble to registered disposal site.	Rands per Km				
29	Provisioned amount for Safety File (Once off) Year 1 and Medicals for Year 2	Sum	R 10, 500.00	R 12, 075.00	R 10, 000.00	R 11, 500.00

NB:

The Contractor shall submit before and after pictures of Tree felling, grass cutting, pruning with the Invoices(quotations). Service Providers shall submit relevant documentations (pictures and quotations) after every specified completed work per site within 30 working days to effect payment processes.