

BID NUMBER: KZN/CRES/07/2021/002/T

**REQUEST FOR AN APPOINTMENT OF SERVICE PROVIDER TO
PROVISION OF SEMI AND INTENSIVE CLEANING AND INCLUDING
SANITISING OF COACHES COVID-19 AT DURBAN STAGING YARD**

CLOSING DATE	10/08/2021
CLOSING TIME	12:00 pm
BID DOCUMENTS DELIVERY ADDRESS	PASSENGER RAIL AGENCY OF SOUTH AFRICA PRASA CRES, PRASA Regional Office, Upper Level, Foyer Area: 65 Masabalala Yengwa Avenue, Durban Station, Durban.
BIDDER NAME
BID RETURN ADDRESS	PASSENGER RAIL AGENCY OF SOUTH AFRICA PRASA CRES, PRASA Regional Office, Upper Level, Foyer Area: 65 Masabalala Yengwa Avenue, Durban Station, Durban.

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.
- Not necessarily accept the lowest priced Proposal or alternative bid;
- Not accept any response to the RFP or appoint a final bidder;
- Reject all proposals if so decides;
- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP's closing date;
- Award a contract for only a portion of the proposed goods/ service/s/ works which are reflected in the scope of this RFP;
- Split the award of the contract between more than one Service Provider, should it at PRASA's discretion be more advantageous in terms of, amongst others, cost or development considerations;
- 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

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 ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret. (Yes/No)

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.

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STATEMENT OF WORK SUCCESSFULLY CARRIED OUT BY BIDDER	Form E
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1 LIST OF ANNEXURES

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RFP Clarification Form	Annexures F

2 ACRONYMS

BBBEE	Broad Based-Black Economic Empowerment
DTiC	The Department of Trade and Industry and Competition
PPPFA amended from	Preferential Procurement Policy Framework Act 5 of 2000 (as time to time)
PFMA to time)	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

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.

3 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” means African, Coloured and Indian South African citizens, and “Black Person” means any such citizen;
- 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 **10 August 2021**;
- 5.15 “Project” means this project for the **FOR AN APPOINTMENT OF SERVICE PROVIDER TO PROVISION OF SEMI AND INTENSIVE CLEANING AND INCLUDING SANITISING OF COACHES COVID-19 AT DURBAN STAGING YARD FOR A PERIOD OF 36 MONTHS** “RFP” means the Request for Proposals issued by PRASA for this tender; and

5.16 “Scope of Work” means the scope of work for this project as detailed out in the RFP technical specifications.

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**].

BID DESCRIPTION	FOR AN APPOINTMENT OF SERVICE PROVIDER TO PROVISION OF SEMI AND INTENSIVE CLEANING AND INCLUDING SANITISING OF COACHES COVID-19 AT DURBAN STAGING YARD FOR A PERIOD OF 36 MONTHS
BID ADVERT	This RFP may be downloaded directly from National Treasury’s e-Tender Publication Portal at www.etenders.gov.za free of charge. With effect from 09 July 2021
ISSUE DATE	09 July 2021
COLLECTION DATE DEADLINE (if applicable)	N/A
COMPULSORY BRIEFING SESSION	Yes
CLOSING DATE	12:00 pm on 10 August 2021 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.
VALIDITY PERIOD	90 Business Days from Closing Date 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.
CLOSING DATE FOR QUESTIONS	03 August 2021
CLOSING DATE FOR RESPONSES	06 August 2021
CONTACT PERSON	Ms Fortunate Mseleku

Any additional information or clarification will be emailed to all Respondents, if necessary.

2 FORMAL BRIEFING

A compulsory pre-proposal RFP briefing session will be conducted at **Durban Staging yard** on the 26 **July 2021**, at **11:00** for a period of an hour [Respondents to provide own transportation, Parking and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

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.*

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 within 2 days from the date of the briefing session.

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 must be submitted to PRASA in a sealed envelope addressed as follows:

The Secretariat / Tender Office

RFP No: KZN/CRES/07/2021/002/T

Description of Bid: APPOINTMENT OF SERVICE PROVIDER TO PROVISION OF SEMI AND INTENSIVE CLEANING AND INCLUDING SANITISING OF COACHES COVID-19 AT DURBAN STAGING YARD

For a period of 36 months

Closing date and time: 10 August 2021 at 12:00 pm

Closing address *[Refer to options in paragraph 5 below]*

5 DELIVERY INSTRUCTION FOR RFP

Delivery of Bid

The Bid envelopes must be deposited in the PRASA CRES Tender Box which is located at the reception area located at PRASA CRES, Durban must be addressed as follows:

PASSENGER RAIL AGENCY OF SOUTH AFRICA

PRASA CRES,

PRASA Regional Office, Upper Level, Foyer Area: 65 Masabalala Yengwa Avenue, Durban Station, Durban.

6 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As explained in more detail in the attached SBD 6.1 (BBBEE Preference Points Claim Form) in and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that PRASA will award “preference points” to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific codes)if applicable).

Note: Failure to submit valid and original (or a certified copy of) proof of the Respondent's compliance with the B-BBEE requirements stipulated in this RFP (the B-BBEE Preference Points Claim Form) at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

6.1 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, must state their intention to do so in their RFP submission. Such Respondents must 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 must 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 must 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.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by SBD 6.1 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Consolidated B-BBEE Certificate for Joint Venture are required As per the implementation guide preferential procurement regulations, 2017 pertaining to the preferential procurement policy framework act, act no 5 of 2000 March paragraph 9 BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES sub paragraph (9.3 and 9.4) states that:

- **A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level Verification Certificate for every separate tender.**

Note: Failure to submit a valid consolidated B-BBEE certificate for the JV or a certified copy thereof at the Closing Date of this RFP will result in disqualification

for Pre-qualification on Proof of minimum B-BEE threshold of level 1 and a score of zero being allocated for B-BBEE points.

6.2 Exempted Micro Enterprise and qualifying small enterprises

PRASA has set a prequalification criterion that only Exempted Micro Enterprises (EMEs) and/or Qualifying Small Enterprises may participate in this RFP process. A bid that fails to meet this pre-qualifying criteria will be regarded as an unacceptable bid.

6.3 Minimum B-BBEE level

PRASA has decided to set a minimum B-BBEE threshold for participation in this RFP process. The minimum B-BBEE threshold in this instance is a B-BBEE Level 1, and Respondents who do not have at least this B-BBEE status or higher will be disqualified.

A bid that fails to meet this pre-qualifying criterion will be regarded as an unacceptable bid.

In terms of SBD 6.1 of this RFP [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

7 COMMUNICATION

7.1 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 fortunate.mseleku@prasa.com, KN/CRES/07/2021/002/T /Qiniso Makaluza] before 12:00 on 03 August 2021.

7.2 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.

7.3 After the closing date of the RFP, a Respondent may only communicate in writing with the Bid Secretariat, at telephone number fortunate.mseleku@prasa.com (031 813 0376) on any matter relating to its RFP Proposal.

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

7.5 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.

8 CONFIDENTIALITY

8.1 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 must be obtained from PRASA.

8.2 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.

9 INSTRUCTIONS FOR COMPLETING THE RFP

9.1 All responses to the RFP must be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical, compliance and BBBEE response and the second envelop/box shall only have the financial response. Bidders must ensure that they do not indicate any financial information in the first envelop/box. **PRASA will disqualify Bidders who fail to adhere to this requirement.**

9.2 Bidders are required to package their response/Bid as follows to avoid disqualification:

Volume 1 (Envelop 1/Package 1)

- **Part A:** Compliance Response and B-BBEE Response

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

Volume 2 (Envelop 2/ Package 2)

- **Part C:** Financial Proposal

Volume 2 Has to be submitted in a separate sealed envelope. Bidders must make their pricing offer in envelop 2/package 2, no pricing and pricing related information should be included in the Volume 1 envelop 1.

- 9.3 Bidders must submit 1 original response and may submit 1 copy or an electronic version which must be contained in Memory Cards clearly marked in the Bidders name.
- 9.4 Bidders must ensure that their response to the RFP is in accordance with the structure of this document.
- 9.5 Where Bidders are required to sign forms they are required to do so using a black ink pen.
- 9.6 Any documents forming part of the original responses to RFP but which are not original in nature, must be certified as a true copy by a Commissioner of Oaths.
- 9.7 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 must be neatly and functionally bound, preferably according to their different sections.
- 9.8 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.
- 9.9 The responses to RFP formulation must be clear and concise and follow a clear methodology which responses to RFP must explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- 9.10 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.

- 9.11 Information submitted as part of a responses to RFP must as far as possible, be ordered according to the order of the required information requested by PRASA. All pages must be consecutively numbered.
- 9.12 Responses to RFP must 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.
- 9.13 Response to RFP documents are to be submitted to the address specified in paragraph 5 above, and Bidders must 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.
- 9.14 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.
- 9.15 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.
- 9.16 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 the evaluation.**

10 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	09 July 2021
Briefing Session for Bidders at the	26 July 2021
Closing date for Questions	03 August 2021
Closing date for Responses	06 August 2021
Closing Date for Submission of final Bid	10 August 2021
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.

11 LEGAL COMPLIANCE

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

Respondents must ensure that they comply with all the requirements of the RFP and if Bidders fail to submit any of the required documents, such Bids shall, at the sole discretion of PRASA, be disqualified.

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.

12 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:**
_____.

13 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 Form A 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: _____.

14 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 AND BACKGROUND

- 1.1** PRASA 's mission is to provide a dignified travel experience that makes a lasting impression and build brand loyalty both internal(employees) and externally (customers) that adds benefit to the passenger. PRASA CRES's objective is always to provide commuters with clean trains. The bidders have an opportunity to tender for cleaning of coaches as set out in the specification below for period of three (3) years.

- 1.2** PRASA aims to provide a safe, comfortable and efficient transport system to its passengers. Cleanliness of the MLPS & Metrorail coaches at international standards of paramount importance.
- 1.3** PRASA CRES cleans three(3) train MLPS sets per week and 3 Metrorail train sets during the day at Durban Yard.
- 1.4** PRASA CRES requires Semi and Intensive coach cleaning including Sanitizing services for all MLPS and Metrorail train sets which are staged at Durban yard. These coaches must be at highest level of cleanliness and must be cleaned as per scope of work listed below, in ensuring compliance and the provision of a better travelling environment for the commuters.
- 1.5** An estimated 200 passengers and 6 onboard staff members make use of the MLPS trains and Metrorail trains comprising of a fleet of 48 sets within KZN, commutes and estimate of 15000 people a day. Given the numbers handled by these trains it becomes primary to maintain the cleanliness and hygiene of trains to ensure statutory compliance and provide a better customer experience.
- 1.6** With the trains being for public usage, exposure to various soilage and environment, it is necessary to have suitability qualified contractor to ensure these trains/ workmanships restores the highest level of cleanliness and that there is minimal interruption to the public at large.

PRASA committed through its *“Passenger Charter”* to providing train service that is safe, reliable and with stations that are functional and clean. This is the commitment of the business objective of providing a train service of the future at modernized stations that will be required maintenance and cleaning of the highest standard

2.1 Status quo

2.1.1 There has been the practice of appointing service providers through quotations over the years, and this practise has been declared irregular by AG. This procurement through RFQ is a temporary measure. The latter process will be undertaken until finalisation of the tendering process initiated by the approval of this submission. The intention is to appoint a service provider for 36 months to provide coach cleaning services at Durban staging yard.

2.2 Problem Statement

2.2.1. Presently PRASA CRES doesn't have a permanent service provider to provide coach cleaning services in KZN Region. The level of service required has declined as a result of changing service provider within short space of time and this has resulted in standard not achieved, this is not only a health and safety hazard, and inconvenience to commuters but are a risk to business of PRASA and have reputational damage to PRASA. Most importantly, passengers will be exposed to the virus as we learned that COVID19 is commonly found in filthy environments and one of the methods to contribute the fight against this global pandemic as an organization is to ensure trains are thoroughly cleaned every day. environmentally unfriendly

2.3 Objectives of the Provision of the Service

- 2.3.1. PRASA intends through the provision of this service to achieve highest quality standard of cleanliness of the stations.
- 2.3.2 To ensure that trains are environmentally friendly and pleasing for commuters and customers, and that station facilities are clean and hygienic.
- 2.3.3. To ensure that the cleaning processes and methods complies with environmental and safety standards.
- 2.3.4. As we are faced with the global pandemic COVID -19, it is imperative to ensure that trains are cleaned and sanitized to mitigate the risk of the spread of virus that might affect anyone who is train user including PRASA employees.
- 2.3.5. Improve service turnaround times to ultimately provide a better passenger experience and will uphold PRASA to be a public transport mode of choice.

3.1 OBJECTIVES OF THE PROPOSED PROJECT

3.1.1 Desired outcome for carrying out the proposed project

- 3.1.2 PRASA intends through the provision of this service to achieve highest quality standard of cleanliness of the trains.
- 3.1.2 To ensure that trains are environmentally friendly and pleasing for passengers and, and that trains are clean and hygienic.

- 3.1.3 To ensure that the cleaning processes and methods complies with environmental and safety standards.
- 3.1.4 As we are faced with the global pandemic COVID -19, it is imperative to ensure that trains are cleaned and sanitized to mitigate the risk of the spread of virus that might affect anyone who is train user including PRASA employees.
- 3.1.5 Improve service turnaround times to ultimately provide a better passenger experience and will uphold PRASA to be a public transport mode of choice.

3.2. Project benefits to PRASA

3.2.1. Clean PRASA stations and facilities

3.2.2. Facilities those are in compliant with Occupational Health and Safety Standards.

3.2.3 Continuation of MLPS and METRORAIL coach cleaning services by experienced cleaning service provider.

3.2.4. Receiving a service from companies whose services are their area of expertise and are experienced in performing the tasks safely and thus can accomplish them efficiently.

3.3 Current Mechanism in place to address the problem

3.3.1 There's was a cleaning contractor appointed through RFQ to clean coaches at Durban yard since the resumption of the service as a stop gap. The cleaning process is closely supervised by both PRASACRES and Service providers Supervisor to ensure the contractual obligations are met, as per contractual agreement.

3.4 MLPS COACHES IN DURBAN

TYPES OF COACHES OFFERED BY MAINLINE PASSENGER SERVICES

3.4.1 Sitter/Economy Class

Sitter class is made up of recliner seats that has ablution facilities



Items/Areas on board sitter coach that require cleaning services but not limited to

- Seats (leather look)
- Floor
- Luggage racks
- Walls
- Doors
- Water bottles
- Ablutions
- Heaters
- Ceiling
- Skirting
- Kitchen
- Windows and frames

3.4.2 Tourist/sleeper class

Sleeper class is made up of sleeping and dining accommodation, ablution facilities and showers.



Items/Areas on board tourist train that require cleaning services but not limited to

- Compartments (single and double)
- Loose carpets
- Water bottles
- Dining car (seats, carpets)
- Bedding lockers
- Luggage racks
- Basins
- Tables
- Shutter blinds
- Heaters
- Showers
- Shower Matts
- Handrails
- Floors
- Walls & windows

3.4.3 Premier Classes

Premier Class offers luxury sleeping and dining accommodation, showers, ablution facilities, lounges cars and bars.

Dinning Cart on the Premier Class



Corridor/ Passage on the Premier Classe

Compartment on board the Premier Class



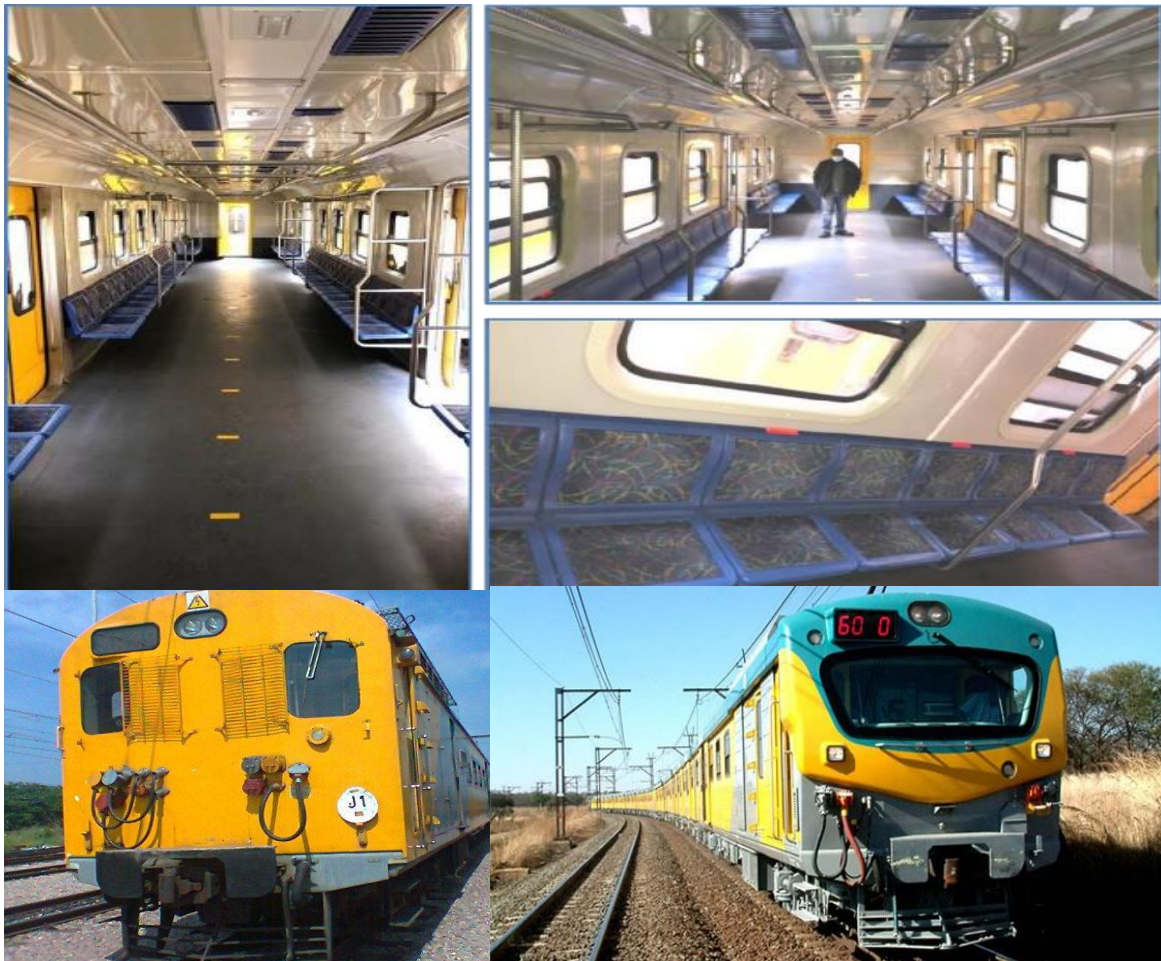
Lounge Cart on the Premier Classe



Items/Areas on board Premier Class that require cleaning services but not limited to

- Seats (upholstery & velvet)
- Mounted floor carpets
- Luggage racks
- Bedding Lockers
- Lockers
- Compartments (single and double)
- Walls and windows
- Skirting
- Ashtrays
- Curtains
- Handrails
- Shutter Blinds

3.5 METRORAIL COACHES IN DURBAN YARD



Items/Areas on board METRORAIL that require cleaning services but not limited to

- Seats (pvc)
- Flooring –(Boards)
- Luggage racks
- Walls and windows
- Skirting
- Handrails
- Drivers cabin (Motor coach)

4. OVERVIEW

PRASA Corporate Real Estate (PRASA Cres) has a mandate to manage assets owned by the PRASA group and some of these are the train stations.

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

- 4.1 PRASA must receive reduced cost of acquisition and improved service benefits resulting from the Service Provider's economies of scale and streamlined service processes.
- 4.2 PRASA must achieve appropriate availability that meets user needs while reducing costs for both PRASA and the chosen Service Provider(s).
- 4.3 PRASA must receive proactive improvements from the Service Provider with respect to provision of Services and related processes.
- 4.4 PRASA's overall competitive advantage must be strengthened by the chosen Service Provider's leading edge technology and service delivery systems.
- 4.5 PRASA end users must be able to rely on the chosen Service Provider's personnel for service enquiries, recommendations and substitutions.

5. KEY OBJECTIVES OF THE RFP

This RFP has been prepared for the following purposes:

- 5.1 To set out the rules of participation in the bid process referred to in this RFP.
- 5.2 To disseminate information on the project contemplated in this RFP.
- 5.3 To give guidance to bidders on the preparation of their RFP bids.
- 5.4 To gather information from bidders that is verifiable and can be evaluated for the purposes of appointing a successful bidder.
- 5.5 To enable Prasa to select a successful bidder that is:
 - a) technically qualified and meet the empowerment criteria described in this RFP;
 - b) Carry all the obligations of the Contract.

6. SCOPE OF WORK

6.1. Scope of Desired Solution

6.1.1 The scope of work shall cover Semi and Intensive train cleaning and Sanitising services of the MLPS and Metrorail Trains staged in Durban yard. PRASA through tender process will invite professional cleaning companies hereinafter called “the Tenderers” to submit a tender for providing cleaning services for train sets staged at Durban yard during the day. The bullets below, provides an indication of the type of services required:

- **Intensive Cleaning** – Is the sweep cleaning and properly mopping and scrubbing the floors and walls with water and cleaning detergent, of the train. Cleaning and scrubbing shall be done in the interior and exterior, of all panels within the coaches, without leaving the mopping marks,
- **Semi Intensive Cleaning** - Is the sweep cleaning and properly mopping and scrubbing the floors and walls with water and cleaning detergent, of the train. Cleaning and scrubbing shall be done in the interior of all panels within the coaches, without leaving the mopping marks,
- **Sanitization** – using an appropriate chemical to spray hard surfaces in order to reduce the occurrence and growth of bacteria

6.1.2 The service provider shall provide Intensive train cleaning and sanitising services during the day, on weekdays and weekends. The train cleaning is done to enhance the level of cleanliness of trains situated at Durban yard.

6.2. Extent and coverage of the **Proposed Project**

6.2.1 The required service shall be undertaken at Durban Yard but not limited to PRASA normal train has a maximum of 25 train coaches on MLPS sets which consists of sitter, compartments, dining carts coaches, premier class. and METRORAIL sets comprising of maximum of 12 coaches per set. The Service Provider is encouraged to familiarize themselves with the cleaning requirements which will enable the service provider, to be able to give accurate price.

6.3 The contract will cover the cleaning of MLPS and METRORAIL coaches at Durban Train Yard

6.3.1. The table below illustrates the number of train set/s cleaned per day

Table 1

Staging Yard	Shifts	Service Required	No of cleaners	No of trains per day
MLPS coaches Durban Yard	Day shift	Semi Intensive cleaning	10	3 trains
Metrorail coaches Durban Yard	Day shift	Semi & Intensive Cleaning		

Table detailing the days on which MLPS trains are required to be cleaned

Table 2

Staging Yard	Day	Train Name	No of cleaners	No. of Coaches	Comments
Durban Yard	Tuesday from 8h00 until Wednesday 14h00	Shosholoza	10	25	Train set to be made available for handover by 14h00 on Wednesday's
Durban Yard	Thursday after 12h00 until Friday 14h00	Shosholoza			Train set to be made available for handover by 14h00 on Friday
Durban Yard	Saturday after 12h00 until Sunday 14h00	Shosholoza			Train set to be made available for handover by 14h00 on Sunday

Table detailing the days on which METRORAIL trains are required to be cleaned

Table 3

Staging Yard	Day	Train Name	No of cleaners	No. of Coaches	Comments
Durban Yard	Daily	Metrorail	10	36	Priority for cleaning will be as per scheduled for MLPS trains as per Table 2

6.3.2. The services required shall focus but not limited to below scope of work:

- General cleaning and horticultural services
- Deep cleaning services
- Covid-19 disinfecting and decontamination of surfaces

- b.) The Contractor shall comply strictly with health, safety and environmental requirements for cleaning of the railway tracks and platforms at the station. PRASA will provide training on methodology of cleaning tracks to the successful bidder. The tracks and platforms shall only be cleaned during the off-peak period during weekdays, though this will not apply to weekends and public holidays.
- c.) The Contractor shall ensure full compliance with all applicable Statutory Regulations of the industry. The legislative requirements to be complied with but not limited to the below:
- i. The Basic Conditions of Employment Act 1997 (Act no 75 of 1993)
 - ii. The Labor Relations Act, 1995 (Act no 66 of 1995)
 - iii. The Occupational Health and Safety Act, 1993 (Act no 85 of 1993)
 - iv. The National Environmental Management Act (Act no 107 of 1998)
 - v. National Railway Safety Regulator Act (16/2002)
 - vi. Bargaining Council for cleaning industry
- d.) The service provider may employ the innovation and best cleaning methods which will ensure the highest level of cleanliness of Station facilities.
- 6.3.2. The service provider shall clean the facilities in line with detailed specification of the work and description of service, frequency and Daily Cleaning Procedure
- 6.3.3. The service provider shall ensure periodically deep cleaning service is done to enhance the level of cleanliness at the station
- 6.3.4 The Service provider shall ensure that the washing of carpets and furniture with upholstery is provided on an as and when required basis.

6.4. The Staffing Plan and Shift System

6.4.1. Staff Deployment

The total cleaning staff/personnel to be provided in this specification is 40 including the cleaners and supervisors as per the table below. Contractor to make provision for reliefs with an additional 10% of total staff, reliefs fill-in should any employees fail to report for duty for whatever reason. It must be noted that PRASA stations operate seven (7) days a week including public holidays, any extended operating hours will be negotiated with the service provider should such requirement be deemed necessary during high peak periods.

Table 4. The number of staff required per shift per day

No.	Description	Total Number of Cleaners	Staging yard name	Working hours (Day)
1	Cleaners	9	Durban Yard	08h00 -17h00
2	Supervisors	1		

NB: 2 Supervisor per shift is required

NB: Disclaimer

Bidders should note that not all stations are currently operational, the appointed bidder will therefore clean stations that are operational and will invoice and be paid only for work done. As and when stations operate on-going, the appointed service provider will be expected to clean the operating station as and when they open and operate.

7. SPECIFICATION OF THE WORK, PRODUCTS OR SERVICES REQUIRED

7.1 Description of service and frequency

7.1.1. The specification provides for the provision of the following services and service frequency as a minimum contract requirement.

7.1.1 Semi Intensive Cleaning – Is the sweep cleaning and properly mopping with water and cleaning detergent of the train in the interior without leaving the mopping marks

7.1.2. Intensive Cleaning – Is the sweep cleaning and properly mopping and scrubbing the floors and walls with water and cleaning detergent, of the train. Cleaning and scrubbing shall be done in the interior and exterior, of all panels within the coaches, without leaving the mopping marks,

7.1.3 Sanitization – using an appropriate chemical to spray hard surfaces in order to reduce the occurrence and growth of bacteria.

7.1.4 The specification below provides for the provision of the following services and service frequency as a minimum contract requirement. However, the service provider may employ the best innovation and best cleaning methods which will assure the highest level of cleanliness of train sets.

MLPS and METRORAIL: DESCRIPTION AND FREQUENCY OF SERVICES REQUIRED:

Areas	Description of Service	Frequency
Floors, Carpets and Walk-off mats (SERVICE APPLICABLE FOR MLPS)	Sweep with dust mop sweepers	Twice a week
	Damp mop	Twice a week
	Scrub with machine and polish	Twice a week
	Vacuum all carpeted floors	Twice a week
	Vacuum all mats	Twice a week
	Shampoo all floor carpets/mats and let dry	Twice a week
	Spot cleaning	Twice a week
	Clean seats, scrub/vacuum	Twice a week
Toilets & Basins (SERVICE APPLICABLE FOR MLPS)	Empty and clean all waste receptacles	Twice a week
	Clean and sanitize all toilet bowls and basins	Twice a week
	Clean all mirrors	Twice a week
	Damp mop with disinfectant	Twice a week
	Spot clean walls, doors and partitions	Twice a week
	Spray air fresheners	Twice a week
	Basins – wet wipe with hard surface cleaner	Twice a week
	Basins – remove mineral deposits	Twice a week
Kitchen and Dining carts (SERVICE APPLICABLE FOR MLPS)	Clean floors	Twice a week
	Empty and clean all waste receptacles	Twice a week
	Clean the door rail	Twice a week
	Polish all wooden furniture and tables	Twice a week
	Clean seats and racks for utensils	Twice a week
Walls and Ceilings (Cleaning to cover: Metro & MLPS trains coaches)	Spots clean all low surfaces (finger marks, etc.)	Daily
	Glass walls, doors and light switches	Daily
	Remove all visible marks	Daily

Windows and Blinds (Cleaning to cover: Metro & MLPS trains coaches)	Clean using damp cloth	Daily
	Wash and dry all windows	daily
Blinds (SERVICE APPLICABLE FOR MLPS)	Blinds – remove dust and Damp wipe	Twice a week
Dusting (Cleaning to cover: Metro & MLPS trains coaches)	Dust all areas needed to be dusted (up to 2m)	Daily
	High dusting (above 2m) using feather dusters	Daily
Coaches/ compartments toilets (SERVICE APPLICABLE FOR MLPS)	Empty and clean all waste receptacles	Twice a week
	Clean and sanitize all toilet bowls, basins and urinals	Twice a week
	Clean all mirrors	Twice a week
	Damp mop with disinfectant	Twice a week
	Spot clean walls, doors and partitions	Twice a week
	Clean the toilet paper rail	Twice a week
	Use deo blocks to remove bad odour	Twice a week
	Basins – wet wipe with hard surface cleaner	Twice a week
	Basins – remove mineral deposits	Twice a week
Train corridors (Cleaning to cover: Metro & MLPS trains coaches)	Sweep walkways and clean the carpets	Daily
	Remove papers and other foreign objects	Daily
Walls (Cleaning to cover: Metro & MLPS trains coaches)	Remove visible marks	Daily
Shower room and walls (SERVICE APPLICABLE FOR MLPS)	Clean showers with appropriate cleaning chemical Disinfect leave a lasting fresh smell Window seals and frames dusted with a damp cloth Scrub shower glass door with to remove soap build ups Wash the floors, Shower mats and metal surfaces to remove soap build ups	Twice a week
Ceilings, ventilation and light fixtures (Cleaning to cover: Metro & MLPS trains coaches)	Dust light fixtures and remove cobwebs from corners of the ceiling.	Daily
	Wipe dry with clean cloth	Daily
	Report electrical faults to the Supervisors	Daily

Curtains <i>(SERVICE APPLICABLE FOR MLPS)</i>	Washing and ironing of all curtains to remove stains and marks. It is the responsibility of the service provider to ensure that they are hung and tied back neatly.	Twice a week
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LOCOMOTIVES SEMI INTENSIVE (INTERIOR)		
Drivers Cabin <i>(Cleaning to cover: Metro & MLPS trains coaches)</i>		
		Frequency
a.	Windows: Squeegee clean with a scrubber dipped in soapy solution to remove dust marks	Daily
b.	Scrub the area with microfiber cloth such that adamant marks, dirt are removed, and the surface is cleaned.	Daily
c.	Clean all corners and no area shall be left. Special tools may be required for cleaning non-accessible areas. Wipe all the interior panel with wet microfiber cloth	Daily
d.	Ensure that there is no water mark, dust, fingerprint; bubble gum should not be left behind.	Daily
e	Ensure that all carpet are washed are hooved	Daily
NB	<ul style="list-style-type: none"> - <i>Do not spray the water due to danger of high voltage equipment e.g. Heaters</i> - <i>25 litres of water is only allowed to be used for only 2 coaches- after every 2 coaches water need to be changed</i> 	
LOCOMOTIVES INTENSIVE (EXTERIOR) <i>(Cleaning to cover: Metro trains coaches)</i>		
a.	Ensure that dust and black marks are removed. The grease on the outside of the Locomotive must be removed using appropriate chemical. (The chemical should not be detrimental to the paint of the Locomotive.	Daily
b.	Windows must be squeegee cleaned with a scrubber dipped in soapy solution. Ensure that all windows are closed before applying water. Wet Microfiber cloth/long handles brush broom having water and specified cleaning agent. No area should be left	Daily
c.	Scrub the area with microfiber cloth /long handle brush broom such that	Daily

	adamant marks, dirt are removed, and the surface is cleaned.	
d.	Rinse the Locomotive external body thoroughly with water.	Daily
e.	The Cab-External should shine after heavy cleaning and no dirt should be visible on the surface of the train.	Daily
f.	Clean all corners and no area shall be left. Special tools may be required for cleaning non-accessible areas. Wipe the entire Exterior body panel with wet microfiber cloth / long handle brush broom.	Daily
g.	Ensure that all windows and doors are closed before and after cleaning.	Daily
h.	Rinse off the coach body and leave to dry	Daily
NB	<ul style="list-style-type: none"> - <i>The chemical to be used shall not be detrimental to the paint. The Contractor to acquaint himself/herself with the specifications of the Client preferred chemical list. Any other chemical shall be approved by the Client prior to being used.</i> - <i>Use only insulated material handle of mop and squeegee.</i> - <i>Do not spray the water due to danger of high voltage.</i> - <i>25 litres of water is only allowed to be used for only 2 coaches- after every 2 coaches water need to be changed</i> 	
LUGGAGE COACH/VAN (INTERIOR) - (SERVICE APPLICABLE FOR MLPS)		
a.	Ensure that the tranship porter guard room seat and table is cleaned using wet cloth and polish	Twice a week
b.	Ensure the floor of the luggage van is mopped and free from grease	Twice a week
c.	Scrub the floor area with microfiber cloth such that adamant marks, dirt are removed, and surface is cleaned.	Twice a week
d.	Clean all corners and no area shall be left dirty.	Twice a week
e.	Wipe all interior panels with wet microfiber cloth.	Twice a week
f.	Ensure that no grease, no dust, no water, no gum, no graphite, no black spot, and no dirty marks should be left behind.	Twice a week
g.	All the interior panel and window glasses should shine after heavy cleaning and no dirt should come on the white duster cloth while rubbed on the surface.	Twice a week
NB	<ul style="list-style-type: none"> - <i>No sharpening knife for gum removal</i> - <i>25 litres of water is only allowed to be used for only 2 coaches- after every 2 coaches water needs to be changed</i> 	Twice a week
h.	Wet the surface with microfiber mop soaked into water and specified cleaning agent.	Twice a week

l.	Squeegee the water with window squeegee.	Twice a week
j.	Use only insulated material handle of mop and squeegee.	Twice a week
k.	Clean the dust with broom / long feather duster to remove dirt from seats, behind heaters, in between seats, luggage racks and windowsills. Sweeps clean the floor to be free of papers, tins, bottles, cigarettes butts, sweet papers, peanut shells, scrap bubble gum.	Twice a week
l.	Wet area with water and diluted specified cleaning agent.	Twice a week
m.	Scrub the floor thoroughly; wipe off the cleaning solution and dirt.	Twice a week
n.	Mop the floor with mop soaked with clean water.	Twice a week
o.	Ensure that no tissue, litter, footprint, bubble gum, dirt mark, water traces should be left behind.	Twice a week
p.	Apply the high shine Floor Polish with a clean mop and let it dry.	Twice a week
NB	<ul style="list-style-type: none"> - <i>The chemical to be used shall not be detrimental to the paint. The Contractor to acquaint himself/herself with the specifications of the Client preferred chemical list. Any other chemical shall be approved by the Client prior to being used.</i> - <i>No sharpening knife for gum removal.</i> - <i>No stripes on the floor after cleaning.</i> - <i>Please avoid any water or detergent penetrating heaters and other electrical equipment</i> - <i>25 litres of water is only allowed to be used for only 2 coaches- after every 2 coaches water need to be changed</i> 	

Step 1	Step 2
<p>Mats/Carpets (Applicable to MLPS trains)</p> <ul style="list-style-type: none"> • must be removed from the compartments be taken to the carpet cleaning area, the area must be cleaned and sanitised before and after the cleaning of carpets is done. • Mats/carpets must be washed with carpet shampoo scrubbed with scrubbing brush afterward it must be rinsed properly with clean water then hang to allow them to dry. • Carpets/mats must be sprayed with sanitizer before placing them back to the train 	<p>Water bottles (Applicable to MLPS Trains)</p> <ul style="list-style-type: none"> • must be removed from the holders and must be taken to a specified area and be thoroughly washed on the outside with water mixed with detergent, the holders must be cleaned and sanitised • Water bottles must be washed cleaned on the inside and filled with clean water • The area in which water bottles are washed and cleaned must be properly cleaned and sanitised
Step 3	Step 4
<p>Removal of litter <i>(Cleaning to cover: Metro & MLPS trains coaches)</i></p> <ul style="list-style-type: none"> • Litter must be removed from the compartment and immediately placed into the litter bags, once its full litter bags must always be closed and tied • Litter bags must be placed inside the waste bins in a specified area 	<p>Ash trays (applicable to MLPS trains)</p> <ul style="list-style-type: none"> • must be emptied and thoroughly washed with clean water mixed with detergent and must be polished with metal polish and must be sanitised.
Step 5	Step 6
<p>Seats <i>(Cleaning to cover: Metro & MLPS trains coaches)</i></p> <ul style="list-style-type: none"> • must be lifted up to ensure all corners of the compartment have been sanitised and cleaned with clean water mixed detergent 	<p>Windows <i>(Cleaning to cover: Metro & MLPS trains coaches)</i></p> <ul style="list-style-type: none"> • must be closed during the sanitizing process after 10 minutes and through cleaning of windows and releases can resume, windows must be opened until the cleaning process is complete.
Step 7	Step 8
<p>Bedding lockers (applicable to MLPS</p>	<p>Floors</p>

<p>trains)</p> <ul style="list-style-type: none"> • Equipment such ladders, and bedding inside the bedding lockers must be removed, all bedding lockers must be sanitized and cleaned with water mixed with a detergent 	<p>(Cleaning to cover: Metro & MLPS trains coaches)</p> <ul style="list-style-type: none"> • Compartment and corridors must be thoroughly swept and afterwards floors must be sanitised with attention on the skirting
<p>Step 9</p>	<p>Step 10</p>
<p>Cleaning the interior of the compartment <i>(Cleaning to cover: Metro & MLPS trains coaches)</i></p> <ul style="list-style-type: none"> • Luggage racks - must be sanitized and wiped off with a clean damp cloth • Walls & Ceilings- dust light fixtures and remove cobwebs from corners and edges of the ceiling and afterwards must be washed with water mixed with a detergent afterwards wiped with clean cloth • Window shutters-excess dust must be removed with damp clean cloth and must be sprayed with sanitizing chemical • Windows- Clean all windows with a glass cleaner and microfiber cloth to remove all marks and fingerprints • Wash basin- must be thoroughly washed, wiped with a clean cloth and polished with metal polish • Mirrors-Clean all mirrors with glass cleaner to remove any fingerprints or marks. • Heaters-must be thoroughly washed with water mixed with a detergent, a scrubbing brush must be used to the net surface afterwards it must be wiped with a clean cloth • Seats-must be wiped with a clean damp cloth 	<p>Corridors <i>(Cleaning to cover: Metro & MLPS trains coaches)</i></p> <ul style="list-style-type: none"> • Walls- must be washed thoroughly with water mixed with a detergent • Doors and handles -must be sanitized and wiped with damp clean cloth dipped in a detergent. • Windows- must be cleaned with a window cleaner and wiped with clean cloth • Window seal & shutters- excess dust must be removed with a damp clean cloth • Handrails- a routine application of disinfectant to all frequently touched areas such as handrails and be wiped with a damp cloth dipped in clean water mixed with detergent and apply metal polish with a clean dry cloth • Floors-Chewing gums must be removed before the floor is scrubbed, with water mixed with detergent and afterwards water must be dried with a clean mop • Fire extinguisher stand- the fire extinguisher must be removed and the holder must be scrubbed and washed properly and allow the stand to dry before placing back the fire extinguisher

<ul style="list-style-type: none"> • Floors-Chewing gums must be removed before the floor is scrubbed with water mixed with detergent and afterwards water must be dried with a clean mop • Curtains- must be dusted and sprayed with disinfectant and at least get washed once a quarter. 	
Step 11	Step 12
<p>Toilets inside (Applicable to MLPS trains)</p> <ul style="list-style-type: none"> • Seats- must cleaned inside and out with a toilet brush and afterwards the toilets must be disinfected • Walls- must be washed/wipe with enough disinfectant solution and allow surface to remain wet and untouched long enough for the disinfectant to inactivate germs and bacteria. • Windows- Clean all windows with a glass cleaner and microfiber cloth to remove all marks and fingerprints • Window sills & frames- Clean all windows with a glass cleaner and microfiber cloth to remove all marks and fingerprints • Basin & taps- must be washed with a clean cloth and apply metal polish with a dry cloth • Toilet roll holder- must be wiped with a damp cloth and apply metal polish with a dry cloth • Mirrors- Clean all mirrors with glass cleaner to remove any fingerprints or marks. • Floors- must be scrubbed with 	<p>Showers inside (Applicable to MLPS trains)</p> <ul style="list-style-type: none"> • Walls- must be washed/wiped with enough disinfectant solution and allow surface to remain wet and untouched long enough for the disinfectant to inactivate • Windows- Clean all windows with a glass cleaner and microfiber cloth to remove all marks and fingerprints • Window sills & frames- excess dust must be removed with damp cloth until completely removed. • Mirrors- Clean all mirrors with glass cleaner to remove any fingerprints or marks. • Glass shower doors and handles- a routine application of disinfectant to all frequently touched areas such as handrails • Shower mats-must be removed and washed with scrubbing brush • Floor- must be scrubbed with scrubbing brush afterwards floor must be moped with water mixed disinfected

<p>scrubbing brush afterwards the floor must be moped with water mixed disinfected</p>	
Step 13	Step 14
<p>Dinning and lounge cars (Applicable to MLPS trains)</p> <ul style="list-style-type: none"> • Carpets/Flooring- must be cleaned and or vacuumed and disinfected • Seat -must be wiped with damp cloth dipped in water mixed with detergent, and sprayed with sanitizer • Curtains-must be dusted and sprayed with disinfected and dry cleaned at least once in 3 months • Tables- Wipe tables and chairs with clean water mixed with cleaning detergent and disinfectant • Surfaces- Clean and wipe all interior surfaces using water mixed with disinfectant • Windows and sills- Clean all windows with a glass cleaner and microfiber cloth to remove all marks and fingerprints 	<p>Kitchens and bars (Applicable to MLPS trains)</p> <ul style="list-style-type: none"> • Basins, taps- wipe all areas with clean water mixed with cleaning detergent and disinfectant • Flooring- must be scrubbed with scrubbing brush afterwards floor must be moped with water mixed disinfected • Electrical Equipment – dust daily, wipe and rinse inside surfaces of microwaves, stoves weekly or as necessary.
Step 14	Step 15
<ul style="list-style-type: none"> • All water bottles filled with water can be transported back to the train and get placed in the holders 	<ul style="list-style-type: none"> • All carpets/mats can be transported back to the train and be placed in the compartment
Step 16	Step 17
<p>Washing exterior of the train (done concurrently with interior cleaning) (Cleaning to cover: Metro trains coaches)</p> <ul style="list-style-type: none"> • Wash down the trains outside with water mixed with degreaser or auto 	<p>Spot check and handover process</p> <ul style="list-style-type: none"> • PRASA CRES representative and MLPS representative to walk through the train to do spot checks making use of the checklist.

<p>wash using a long handled brush. Water mixed with solution is applied on the body of the train and afterward the treated surface must be rinsed with clean water</p> <ul style="list-style-type: none"> • Window- Clean all windows with a glass cleaner and microfiber cloth to remove all marks and fingerprints • Doors and handles a routine application of disinfectant to all frequently touched areas such as door handles etc 	<ul style="list-style-type: none"> • The train must be handed over to customer services representative
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8. CLEANING MACHINERY AND EQUIPMENT

- All the machinery being provided on the contract must still be within its serviceable life.
- The successful bidder will be responsible for the service and maintenance costs of all machinery on the contract.
- The successful bidder must ensure that all staff operators of machinery have received the proper training for the usage of the machinery prior to the commencement of the contract.
- Service Level Agreement pertaining to the provision and use of the machinery on the contract can be found under Section
- The successful bidder is to submit a Machinery and Equipment deployment schedule which will clearly show the number of items and the areas in which they will be deployed on a daily basis. PRASA reserves the right to make changes to the equipment deployment in accordance with a change in requirements or operations.
- Please consider the following when obtaining machinery to be used in the provision of the services herein: a. Carpet machines must, as a minimum dryness of 80% – in the event of spillage / flooding
- High pressure machine up to 150 bar for outside / walkway areas – to be available on site at all times.
- Carpet extractor machines for cleaning of large areas
- All machinery being provided on the contract must still be within its serviceable life and used in accordance with the Service Levels for the duration of contract.
- In the event that any machinery breaks down, the said machinery shall be replaced on time with a temporary alternative machinery.
- Contractor should include service maintenance and consumables costs of the machinery for the duration of the contract as no additional charges will be accepted.

Table 5

NO	DESCRIPTION
	General Cleaning Machinery
1	Wet & Dry Vacuum Cleaners (90lt)
2	High Pressure Cleaner
2	Carpet extractor (used in accordance with carpet cleaning frequencies and requirements) – using powder / wet extraction method
6	Washing Machine - Washing of Microfibre Sleeves
7	Carpet cleaning Machine
8	Carpet extractor machines – dual use / powder or wet extraction method
9	Heavy duty Custom vacuum for tracks

Note: All the equipment being provided on the contract must still be within its serviceable life.

Table 6

NO	DESCRIPTION
	General Cleaning Equipment
1	Colour-coded split buckets on wheels with wringer
2	Microfibre Mops
3	Maslin Tools
4	Aluminium long handle jumbo mops (long hair)
5	Toilet kit (portable) <i>public areas/high traffic</i>
6	Janitorial Trolleys (twin bucket)
7	30m x 2mm Extension cords
8	Long Handle Dust Pans including whisk brooms
9	Big outdoor brooms hard and soft bristles
10	Window Squeegees with telepoles
11	Big Rectangular Buckets for Window Squeegees
12	Metal Scrapers
13	Toilet Brushes
14	Scrubbing Brushes & Scourers
15	Wet Floor Signs
16	Long Feather Dusters
17	Short Feather Dusters
18	Spray Bottles 750ml

8.1 Personal Protective Clothing (PPE)

MINIMUM PPE REQUIREMENTS

- *Overalls*
- *Safety Boots/Shoes*
- *Reflector Vests*

- *Rain suits*
- *Cloth Masks*
- *Rubber Hand Gloves*
- *Goggles/ face shield*

8.2 Contract Records and Documentation

8.2.1 Health and Safety File

- The contractor shall keep on site a SHE working file where all records generated during the project are kept. This file must be available at all times on site. The file will include, all SHE related records, records of communication with the client (PRASA) tool box talks, Inspection sheets, risk assessment etc. (Table of checklist below)
- PRASA Cres operates 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 safety should be strictly complied with
- The Contractor shall submit a SHE file according to the attached safety checklist.
- **A representative from PRASA has a right to do the following:**
 - Request the file at any given time
 - Inspect the SHEQ documents at any given time
 - Stop the work if he/she finds necessary or convinced that SHE is compromised.

#	Description	Comments – Requirement	Requirement on file	
			Yes	No
1	Scope of work	<i>The detailed documents explaining the work to done.</i>		
2	Letter of Good Standing	<i>Valid letter of Good Standing to be on file, Letter to be on the contractor's company name.</i>		
3	Employee List	<ul style="list-style-type: none"> • <i>Only employees who will be working in Metrorail premises under the project.</i> • <i>ID Copies to be provided. (persons without SA Citizenship to provide a valid work permit)</i> • <i>Next of kins information to be provided (name, contact, address, etc.)</i> 		
4	Organization Structure	<ul style="list-style-type: none"> • <i>Organization structure to be in line with the specific project. (Cleaning of facilities/Buildings)</i> • <i>To start with the CEO/MD and followed by workers</i> 		
5	SHE Policy	<i>To be signed by company most senior manager.</i>		
6	SHE Plan	<ul style="list-style-type: none"> • <i>SHE Plan to be in line with PRASA SHE specifications and relevant to the scope of work.</i> • <i>To be acknowledged by PRASA project team leader.</i> 		
7	Risk Assessments	<ul style="list-style-type: none"> • <i>Department to provide a baseline risk assessment for the project to the contractor as per CR 2014.</i> • <i>Contractor to provide a detailed risk assessment based on scope of work. (activity based)</i> <p>Note: prior to commencement of the work, PRASA Project team leader together with the contractor must conduct a start-up risk assessment taking into consideration the risk identified on the baseline and on the contractor risk assessment</p>		

#	Description	Comments – Requirement	Requirement on file	
			Yes	No
8	Tool Registers	<i>The list of all tool and equipment that the contractor will use for the project.</i>		
9	SHE Induction Records	<i>SHE induction records to be on file</i>		
10	Proof of medical fitness	<i>Valid proof of medical fitness to be on file Only Medical results issued and stamped by Occupational Health Doctor/Practitioner/Clinic will be accepted.</i>		
11	Appointments	<i>All Appointment letters to be in line with OHSAct and applicable regulations. Each appointment to be accompanied by proof of competency</i>		
12	Tool inspections	<i>Inspection template of all tools to be on file. The inspections template must be linked to the tool list provided.</i>		
13	PPE Matrix	<i>A document indicating the contractor's positions and the applicable PPE to each position as per risk assessment outcome.</i>		
14	PPE Records	<i>Proof that employee was issued with the necessary PPE.</i>		
15	Training Records	<i>All other training records applicable to the scope.</i>		
16	Method Statement	<i>A detailed description of how work will be performed.</i>		
17	Safe Working Procedures	<i>Working instructions.</i>		
18	Tool box Talks	<i>Proof that the system exists. Contractor to maintain this system throughout his duration of contract.</i>		
19	Equipment Maintenance (Calibrations, Safe Working load certificates etc)	<i>To be on file</i>		
20	Chemicals substances list	<i>All chemicals that will be used by the contractor to be documented and filed included on file</i>		
21	MSDS	<i>As per chemical list</i>		
23	Proof of training on MSDS	<i>All employees using the chemical to be trained. Copies of the MSDS to be where employees are using the chemical.</i>		
24	Declaration of Subcontractors	<i>The principal contractors must declare if subcontractor will be appointed. Subcontractors are required to submit the safety file for their company. The declaration to be on file.</i>		

To be confirmed by SHE Coordinator of the department				
All requirements are on file			Yes	No
Department	Name	Surname	Date signed	Signature
If no , please make comments:				
Date file submitted :				
Please submit the file to risk department for approval				
Comments by Risk department - Compliance/ SHE:				
Approved:			Yes	No
Date file was approved:				
File to be handed over to the Risk manager: Risk manager to sign the certificate of access.				

9 Tender Requirements

9.1 Equipment, Consumable and Tools

- a) The Contractor shall undertake to provide and use environmentally friend (and SABS approved) products/detergents/material as required by PRASA.
- b) All electrical and non-electrical operated equipment should be SABS approved.
- c) The Contractor shall supply its own cleaning equipment and chemicals at their own cost.
- d) The Contractor shall maintain and ensure availability of Material Safety Data Sheets (MSDS) to be available.
- e) All cleaning material approved by the client shall be available at all times for execution of work.
- f) All safety precautions stipulated by the client shall be strictly adhered to.
- g) PRASA will inspect the condition of the cleaning material and equipment.
- h) 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 reliable for use in the environment.

9.2 Employees Identification

The Contractor employees cleaning PRASA stations under this Contract shall be identifiable (ID) with appropriate Company's badge and access card displayed all the time whilst on premises with the following information on it;

- a) The photo of the employee
- b) The Name of the Employee
- c) The position he or she occupies
- d) The Name of the Cleaning Company
- e) The Number of the Site Access operating under
- f) The Name of the area of deployment. **(Durban Yard)**

9.3. A name list of all employees, who are to be employed on this contract as well as their replacement must be furnish beforehand.

9.4. 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

9.5. If in the opinion of PRASA this is necessary. This will be done through a dedicated project Manager.

9.6 Compliance with act and regulations

- The Contractor's employees must observe all reasonable instruction of the PRASA Delegated Contract's Manager. The Contractor shall ensure full compliance with all applicable Statutory Regulations of the industry. The following Specific Legislative Requirement will be strictly complied with;
 - a) The Basic Conditions of Employment Act 1997 (Act no 75 of 1993)
 - b) The Labour Relations Act, 1995 (Act no 66 of 1995)
 - c) The Occupational and Safety Act, 1993 (Act no 85 of 1993)
 - d) The National Environmental Management Act (Act no 107 of 1998)
 - e) National Railway Safety Regulator Act (16/2002)

9.7 Rubbish collected from trains and its removal

- a. Rubbish collected from trains must be put in rubbish bags (black bags) using 40 micron.
- b. Under no circumstances may rubbish be swept onto the tracks, or between platforms.
- c. All collected rubbish must be removed from the staging yard after each shift work by the contractor to a designated area.

9.8 Equipment and material

- a. All materials must be kept in a good condition and needs to be replaced when necessary. When a PRASA CRES Coach cleaning supervisor / representative found equipment in a poor state the contractor will have to replace the equipment within 24 hours. All equipment utilised must be SABS approved.
- b. The supervisor of the contractor must be reachable at all times. The cell number must be made available to PRASA CRES should the contact details for any reason change PRASA CRES should be updated with the new number.

9.9 Locking of doors

- a. Once all coaches are cleaned the coach doors are to be locked.

- b. Drivers and Guards cabs / vans doors must also be locked once cleaned.

9.10 Tidiness of yard / station

- a. The contractor should keep the yard where he/she is always performing the cleaning function clean and neat.
- b. Under no circumstance should be dirt, papers, rubble be swept out of coaches onto or between the tracks and/platforms. PRASA CES staff will do random inspections on the condition of the yards.
- c. Contractor to clean the staging yard every day, removing all visible dirt on the area where he/she is cleaning trains

9.11 Identifiable Uniform and staff behaviour

- a. The employees of the contractor must always wear neat and tidy uniform. The companies name printed on the back of the uniform.

MINIMUM REQUIREMENTS

- Overalls
- Safety boots
- Reflector Vests
- Rain suits
- Cloth Masks
- Rubber Hand Gloves
- Goggles/ face shield

9.12 Material and personnel

- a. The contractor shall at his/her own cost, provide the necessary material, equipment/tools and personnel to carry out the required work to the satisfaction of PRASA CRES.

9.13 Safety

- a. The contractor to issue employees with SABS approved identifying safety uniform, reflective vest, safety boots and dust masks that are worn by contractor's cleaners at all times(including identity cards)
- b. Supervisor to be on premises on daily basis with working contact cell phone and the cell number should be provided to the relevant PRASA CRES official
- c. Contractor and his personnel to undergo safety orientation training for the people working in operational areas within PRASA premises prior to commencement of contract.
- d. The contractor will be working under and adjacent to 3KV DC overhead lines and crossing of railway lines.
- e. Prior to the commencement of work, all personal will be inducted, as per the following:
 - o The use of stepladders on the ballast in the yard (a non –conductive material the stepladder not longer than 1.5 meter)
 - o The use of water while the Train set is powered or LIVE. (No hose water pipe to be used).
 - o Lighting of Train set and shutting down of Train set.
 - o The necessary training to be done prior to the commencement of the contract and all new employees during the duration of the contract should be trained as well.
- f. Safety boots shall be worn at all time, PRASA CRES will not be held responsible for any injuries.
- g. No cleaning of the roof of the trains and underframes.
- h. Material Data sheet of all chemical to be used, at all time should be made readily available
- i. Where stepladders are used, service provider shall ensure that the ladders used are applicable and accepted by supervisors. And must be used in a safe manner.
- j. Tools / equipment shall always be kept in a good condition.

- k. Torches are to be made readily available in the unlikely event of train lights turned off, this the service provider shall ensure such equipment is supplied to all staff cleaning at night to assist in cleaning of the set at his/her own cost.
- k. The Contractor shall submit a Health & Safety file using the provided checklist in Table below which will include Risk Assessment with proposed work method and request for approval for site access (for PRASACRES's approval). Only when approval is granted, and induction is completed shall the Contractor be granted access to the site for the duration of the contract.
- l. Good safety and housekeeping practices shall be entrenched in working methods and practices.
- m. 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.
- n. Regular and routine or ad-hoc inspections of compliance with safety and housekeeping shall be undertaken and all necessary correction actions immediately implemented.

9.14 SHEQ Compliance

- a) The contractor shall keep on site a SHE is working file where all records generated during the project are kept. This file must always be available on site. The file will include, all SHE related records, records of communication with the client (PRASA) toolbox talks, Inspection sheets, risk assessment etc.

The Contractor shall submit a SHE file according to the attached safety checklist.

A representative from PRASA has a right to do the following:

- Request the file at any given time
- Inspect the SHEQ documents at any given time
- Stop the work if he/she finds necessary or convinced that SHE is compromised

#	Description	Comments – Requirement	Requirement on
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			file	
			Yes	No
1	Scope of work	<i>The detailed documents explaining the work to done.</i>		
2	Letter of Good Standing	<i>Valid letter of Good Standing to be on file, Letter to be on the contractor's company name.</i>		
3	Employee List	<ul style="list-style-type: none"> • <i>Only employees who will be working in Metrorail premises under the project.</i> • <i>ID Copies to be provided. (persons without SA Citizenship to provide a valid work permit)</i> • <i>Next of kins information to be provided (name, contact, address, etc.)</i> 		
4	Organization Structure	<ul style="list-style-type: none"> • <i>Organization structure to be in line with the specific project. (Cleaning of facilities/Buildings)</i> • <i>To start with the CEO/MD and followed by workers</i> 		
5	SHE Policy	<i>To be signed by company most senior manager.</i>		
6	SHE Plan	<ul style="list-style-type: none"> • <i>SHE Plan to be in line with PRASA SHE specifications and relevant to the scope of work.</i> • <i>To be acknowledged by PRASA project team leader.</i> 		
7	Risk Assessments	<ul style="list-style-type: none"> • <i>Department to provide a baseline risk assessment for the project to the contractor as per CR 2014.</i> • <i>Contractor to provide a detailed risk assessment based on scope of work. (activity based)</i> <p>Note: prior to commencement of the work, PRASA Project team leader together with the contractor must conduct a start-up risk assessment taking into consideration the risk identified on the baseline and on the contractor risk assessment</p>		

#	Description	Comments – Requirement	Requirement on file	
			Yes	No
8	Tool Registers	<i>The list of all tool and equipment's that the contractor will use for the project.</i>		
9	SHE Induction Records	<i>SHE induction records to be on file</i>		
10	Proof of medical fitness	<ul style="list-style-type: none"> • <i>Valid proof of medical fitness to be on file</i> • <i>Only Medical results issued and stamped by Occupational Health Doctor/Practitioner/Clinic will be accepted.</i> 		
11	Appointments	<ul style="list-style-type: none"> • <i>All Appointment letters to be in line with OHS Act and applicable regulations.</i> • <i>Each appointment to be accompanied by proof of competency</i> 		
12	Tool inspections	<i>Inspection template of all tools to be on file. The inspections template must be linked to the tool list provided.</i>		
13	PPE Matrix	<i>A document indicating the contractor's positions and the applicable PPE to each position as per risk assessment outcome.</i>		
14	PPE Records	<i>Proof that employee was issued with the necessary PPE.</i>		
15	Training Records	<i>All other training records applicable to the scope.</i>		
16	Method Statement	<i>A detailed description of how work will be performed.</i>		
17	Safe Working Procedures	<i>Working instructions.</i>		
18	Tool box Talks	<i>Proof that the system exists. Contractor to maintain this system throughout his duration of contract.</i>		
19	Equipment Maintenance (Calibrations, Safe Working load certificates etc)	To be on file		
20	Chemicals substances list	<i>All chemicals that will be used by the contractor to be</i>		

		<i>documented and filed included on file</i>		
21	MSDS	<i>As per chemical list</i>		
23	Proof of training on MSDS	<i>All employees using the chemical to be trained. Copies of the MSDS to be where employees are using the chemical.</i>		
24	Declaration of Sub-contractors	<i>The principal contractors must declare if subcontractor will be appointed. Subcontractors are required to submit the safety file for their company. The declaration to be on file.</i>		

9.15 Maintenance records and reporting

- a) The CONTRACTOR shall ensure that proper records of equipment, consumables, consumption; inspection lists and staff attendance registers are maintained. These records must in the Depot Managers office and made available on request.
- b) 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.
- c) 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.
- d) Control Documents: Control documents shall be placed at the Station Managers 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.
- e) The Contractor shall also provide the Station Managers Office with documentation indicating the daily activities, i.e. starting, tea, lunch and finishing time, of the cleaning staff. Checking or inspection schedules to be always signed and placed at the cleaner's room.

9.16. PRECAUTIONARY PROTOCOLS DURING THE SITE BRIEFING SESSION

- PRASA shall ensure that the venue is disinfected before the briefing session
- PRASA shall ensure that sanitizers are available at the venue for potential bidders to sanitize before entering the venue
- PRASA shall ensure that covid-19 screening is undertaken at the entrance of the briefing venue.
- Social distancing stickers of 2 meters in between will be installed at the venue for bidders to adhere to social distancing precautionary measures and regulations.
- PRASA shall ensure that all potential bidders are wearing masks before entering. No mask no entry policy will be enforced.
- Potential bidders will be notified through tender advert to bring their own writing pens for signing of the attendance register and form D.
- Potential bidders will be notified through tender advert regarding adherence to Covid-19 precautionary measures.

10. SPECIAL CONDITIONS FOR TENDERS

10.1. Limitation and Discretionary

PRASA reserves the right to limit the appointment to not more than **TWO (2) clusters/ Corridors** per service provider.

Negotiations will be conducted with the second (2nd) and third (3rd) highest scoring bidders when necessary in line with the limitation clause above.

11. 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.

11.1 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 will be disqualified.
Verify compliance	The Bids are checked to verify that the essential RFP requirements have been met. Non-compliant Bids will 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. The minimum threshold for technical evaluation is [70%], any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and B-BBEE.
B-BBEE	Evaluate B-BBEE
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
Best and Final Offer	PRASA may go into the Best and Final Offer process in the instance where no bid meets the requirements of the RFP and/or the Bids are to close in terms of points awarded.
Approval	Approval and notification of the final Bidder.

11.2 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

EVALUATION PROCESS	
Stage 1A:	
Compliance	Adherence to Prequalification requirements
Stage 1B	
Administrative and Substantive Responsiveness	Mandatory /Compliance Checklist Requirements for all Services/Goods and works
Stage 1C	
Compliance	Non-Mandatory / Essential Returnable Documents
Stage 2	
Technical / Functionality Requirements	Testing of capacity – meet minimum threshold of 70%
Stage 3	
Price	80
BBBEE	20
TOTAL	100

11.2.1 STAGE 1A: PRE-QUALIFICATION CRITERIA

No.	Description of requirement	
a)	Declaration document for local content and production SBD 6.2 must be completed, duly signed and submitted.	
b)	Annexure C – Local Content Declaration – Summary Schedule must be completed, duly signed and submitted.	
c)	Proof of minimum B-BBEE threshold of level 1 Valid B-BBEE certificate from SANAS accredited rating agency (Original or Certified copy)/DTI B-BBEE Certificate (Original or Certified copy) or Sworn Affidavit signed and stamped by the commissioner of Oath.	
d)	Proof of Exempted Micro Enterprise (EME). From Valid B-BBEE certificate from SANAS accredited rating agency (Original or Certified copy)/ DTI B-BBE Certificate (Original or Certified copy) or Sworn Affidavit signed and stamped by the commissioner of Oath	

STAGE 1B: Administrative and Substantive Responsiveness:MANDATORY COMPLIANCE

For all Services/Goods and works, If you do not submit the following documents your Proposal will be disqualified automatically:

No.	Description of requirement
a)	Price Schedule and Bid/Tender form (Bidders must ensure that they <u>only</u> include these financial document/ information in the second envelop)
b)	Completion of ALL RFP documentation (includes SBD documents/forms, ALL declarations and Commissioner of Oath signatures required)
c)	Joint Venture / Consortium agreement / Trust Deed/ 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 (if applicable))
d)	Attendance certificate of compulsory briefing session Note: All COVID 19 protocols to be fully complied with by the Bidders (No Mask No Entry)

STAGE 1C: NON-MANDATORY/ESSENTIAL RETURNABLE DOCUMENTS COMPLIANCE

The following documents are non-mandatory and where not submitted, PRASA may request these documents and must be made available at the time of request.

No.	Description of requirement	
a)	Proof of Company Registration, Certificate of Incorporation or CK1.	
b)	Copies of Directors' ID documents;	
c)	Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin – (these can be requested after)	
d)	CSD report / CSD reference number	
e)	Letter of Good Standing (i.e., COIDA)	
f)	Proof of UIF registration	
g)	Annexure D – Imported Content Declaration – Supporting Schedule to Annex C	
h)	Annexure E – Local Content Declaration – Supporting Schedule to Annex C	
i)	Draft Contract - Performance based contract	

11.2.3 STAGE 2: TECHNICAL/FUNCTIONAL

The minimum threshold for the technical/functionality requirement is 70%. The technical evaluation criteria consists of Project Plan weighting 35%, track record of tender on similar type experience weighting 40%, Financial capability weighting 5% and Level of Adequacy of the Risk Assessment and safety plan weighting 20%.

Table 11.2 Technical Evaluation Criteria

Sub-Criteria	Description	Weightings	
Proposal including Project plan (35 %)	The Tenderer must provide PRASA with the cleaning implementation plan for cleaning services. Please outline how the train cleaning operation will be managed daily to ensure all areas level of cleanliness is consistently maintain at highest level.	35%	
	The cleaning implementation plan must demonstrate staff deployment including tools and equipment, sanitizing schedule and daily light and Deep cleaning plan.		
	No plan submitted or a plan not related to the works or activities of the cleaning functions		1
	A plan submitted with: <ol style="list-style-type: none"> 1. Staff Deployment should include tools and equipment allocation 2. Sanitizing Schedules 3. Daily Cleaning plan 4. Deep cleaning plan, Plan submitted with any of the one of the above requirements = 2 points		2
	A plan submitted with: <ol style="list-style-type: none"> 1. Staff Deployment should include tools and equipment allocation 2. Sanitizing Schedules 3. Daily Cleaning plan 4. Deep cleaning plan, Plan submitted with any of the two of the above requirements = 3 points		3
A plan submitted with: <ol style="list-style-type: none"> 1. Staff Deployment should include tools and equipment allocation 2. Sanitizing Schedules 3. Daily Cleaning plan 4. Deep cleaning plan, Plan submitted with any of the three above requirements = 4 points	4		

	<p>A plan submitted with:</p> <ol style="list-style-type: none"> 1. Staff Deployment should include tools and equipment allocation 2. Sanitizing Schedules 3. Daily Cleaning plan 4. Deep cleaning plan, <p>Plan submitted with all of the above requirements = 5 points</p>	5	
<p>Track record of tender on similar type and Experience (40 %)</p>	<p><i>Bidders of companies that have provided similar services type of contracts, with contactable references. (works or projects must be last recent 10 years)</i></p> <ul style="list-style-type: none"> • Attach letters of appointment and references letters indicating level of performance. • All letters submitted should be on the client's company letterheads. (where service is and or was rendered) 		25%
	<p>No Proof of letters provided or only one (1) set of letters submitted</p>	1	
	<p>Only two (2) set of letters submitted</p>	2	
	<p>Only three (3) set of letters submitted</p>	3	
	<p>Only four (4) set of letters submitted</p>	4	
	<p>Five (5) and above set of letters submitted</p>	5	
	<p><u>Previous Experience of Key personnel (Supervisors)</u></p> <p>Reference: Comprehensive CV's that detail combined work experience of supervisors and contactable references. (The following formula to be used in calculating the experience):</p> <p><i>Number of combined years of Supervisors / Number of Supervisors = Average Number of Combined Years</i></p>		15 %
	<p>Average combined Experience or experience of one (1) year but less than two (2) years in Supervisory capacity with CV attached</p>	1	
	<p>Average combined Experience of between two (2) years but less than three (3) years in Supervisory capacity with CV attached</p>	2	
	<p>Average combined Experience of between three (3) years but less than four (4) years in Supervisory capacity with CV attached</p>	3	
	<p>Average Combined Experience of four (4) years but less than 5 years in Supervisory capacity with CV attached</p>	4	
	<p>Average Combined Experience of five (5) years and above in Supervisory capacity with CV attached</p>	5	

Financial Capability (5%)	Financial Capability: Cash-flow			
	Operating cash flow ratio measures a company's short-term liquidity. Formula: Operating Cash Flows Ratio = Cash Flows from Operations/Current Liabilities (Submit Latest/most recent (not more than 5 years old) financial statement signed off by registered professional Accountant)			
		No Submission of Proper Financial Statement	1	5%
		Operating cash flow ratio $x < 0$	2	
		Operating cash flow ratio $x < 0.5$	3	
	Operating cash flow ratio $0.5 < x < 1$	4		
	Operating cash flow ratio $x > 1$	5		
Level of Adequacy of the Risk Assessment and Safety Plan (20%)	The bidder to submit a safety plan that is in accordance with the OHS ACT OF 1993 but not limited to:			20%
	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 with a minimum of first aid certificate			
	Bidder submitted only 1 requirement	1		
	Bidder submitted an incomplete health and safety plan, with only two items as specified submitted	2		
	Three (3) of the items as specified are submitted	3		
	Four (4) of the items as specified are submitted	4		
	Five (5) of the specified items and more are submitted	5		
Total				100%

11.2.2 STAGE 3: PRICING AND B-BBEE

The 80/20 system will be used.

11.2.2.1 PRICING Evaluation

The following formula shall be used by the Bid Evaluation Committee to score potential bidders on pricing:

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

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

Pmin = Price of lowest acceptable Bid

11.2.2.2 B-BBEE Evaluation

i.) B-BBEE - current scorecard / B-BBEE Preference Points Claims Form

ii.) The BBEE component of the evaluation process is weighted at 20 points in figure

10.1 of the standard Evaluation Criteria outlined above. Bidders will be awarded points based on the level of the BBEE status presented in the BBEE Certificate issued by an approved agency certified by SANAS.

Pricing Evaluation: Only Bidders who have achieved the 70% threshold for Technical evaluation will be evaluated for the Price component which is 80% of the Evaluation Criteria.

A maximum of 80 points is allocated for price. The evaluation for price will be done based on the following formula:

Where:

PL = Points scored for price of tender under consideration

PC = Rand value of tender under consideration

Pmin = Rand value of lowest acceptable tender

B-BBEE Evaluation: The BBEE component of the evaluation process is weighted at 20 points in figure 10.1 of the standard Evaluation Criteria outlined

above. Bidders will be awarded points based on the level of the BBBEE status presented in the BBBEE Certificate issued by an approved agency certified by SANAS. Details of the allocation of points by the Evaluation Committee are presented in Figure below.

Table 11.1 : BBBEE Evaluation Criteria:

B-BBEE Status Level of Contributor	Number of points (80/20 system) below a Million
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

Table 11.2: BBBEE Evaluation Criteria

12. PREFERENTIAL PROCUREMENT REGULATIONS

The Preferential Procurement Regulations, issued by the Minister of Finance in 2017, were revised to align with certain changes to the Broad-Based Black Economic Empowerment (B-BBEE) legislation. PPPFA allows organs of state to utilise prequalification criteria to advance certain designated groups for preferential procurement through:

- a tenderer having a stipulated minimum B-BBEE status level of contributor;
- an EME or QSE;

PRASA has set a prequalification criterion that;

- i) only Exempted Micro Enterprises (EMEs) **may participate in this**

RFP process(as per PPPFA 2017 Regulation 4.1(b) . **A bid that fails to meet** these pre-qualifying criteria will be regarded as an unacceptable bid.

ii) PRASA has decided to set a minimum B-BBEE threshold for participation in this process (as per PPPFA 2017 Regulation 4.1(a) . The minimum B-BBEE threshold in this instance is a B-BBEE Level 1,

12 VALIDITY PERIOD

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

13 B-BBEE REQUIREMENTS

A Bidder must submit proof of its B-BBEE status level contributor, a Bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified and will score 0 points out of 20 for B-BBEE.

14 LOCAL CONTENT - NATIONAL TREASURY STIPULATED MINIMUM THRESHOLDS FOR LOCAL PRODUCTION

14.2 LOCAL CONTENT

- Bids will be subject to local content requirements in terms of Regulation 8(1) of the Preferential Procurement Regulations, 2017.
- Only locally produced or manufactured goods with a stipulated minimum threshold as stated in SBD 6.2 for local production and content will be considered. Bidders who do not meet the stipulated minimum threshold will be automatically disqualified and not be considered further for evaluation.
- Bidders may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- The exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB on the date of the advertisement of the tender.

- The Declaration Certificate for Local Content (SBD 6.2) (refer annexure B) must be completed and duly signed. **Bidders who do not complete this form will be automatically disqualified.**
- For further guidance with the above requirements, bidders may refer to DTI website, www.theDTI.gov.za and National Treasury Designated Sectors Instruction Number 15 of 2016/2017.

14.3 EXEMPTION REQUESTS

If the quantity of the components to be used for this work as listed in annexure 6.2 figure cannot wholly be sourced from South African based manufacturers, bidders should obtain written exemption from the **dti** to supply the remaining portion of the components at a lower content threshold. The **dti**, in consultation with the procuring organ of state, will grant exemption on a case-by-case basis and will consider the following:

- a) Required volumes in the particular tender;
- b) Available collective SA industry manufacturing capacity at that time;
- c) Delivery times;
- d) Availability of input material and components;
- e) Security of supply and emergencies;
- f) Materials of construction;
- g) Technical considerations including operating conditions;
- h) Localization plans aimed at establishing and / or increasing local manufacturing capacity through ramping-up of capital investments in the initial phase ; and
- i) Warranties and guarantees.

Replacement of components on the existing infrastructure in order to honour the

14.4 THE PROCESS TO BE FOLLOWED IN REQUESTING EXEMPTIONS

The following tender information must be provided on the bidder's letterhead when requesting an exemption request to the DTI:

- a) Procuring entity;
- b) Tender description;
- c) Bid reference number;
- d) Closing date of bid;

- e) Detailed specifications of items for which the exemption is requested for (kindly attach specifications);
- f) Products / inputs / components to be imported;
- g) Reasons for the request; and
- h) Supporting letters from local bidders' suppliers and manufacturers.

The turnaround time for processing of exemption requests is **10 working days** from the date of receipt.

15 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

15.2 National Industrial Participation Programme (NIPP) requirements:

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

Bidders are therefore required to complete SBD 5 to give effect to the above. **Bidders who do not complete this form will be automatically disqualified.**

16 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.

17 BEST AND FINAL OFFER

PRASA reserves the right to embark on the Best and Final Offer (BAFO) Process where:

- a) None of the proposals meet the RFP requirements;

- b) None of the responses to RFP are affordable and demonstrate value for money; and
- c) There is no clear preferred Response to this RFP.

Upon the decision by PRASA to embark on a BAFO process it shall notify the response to RFP.

18 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).

19 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

ANNEXURE A: PRICING SCHEDULE *(Cleaning and Sanitising of MLPS and Metro Coaches at Durban Yard in KZN Region)*

1. Pricing Schedule

- 1.1. Detailed Pricing Schedule (***NB: THIS SECTION OF PRICING SCHEDULE MUST BE SUBMITTED ON A SEPARATE ENVELOPE***).

Table 1.1. Pricing Schedule per Train Type (All costs included)

	Tender amounts		
	Year 1	Year 2	Year 3

Train Type	Monthly Amount (Excl. VAT)	Annual Amount (Excl. VAT)	Monthly Amount (Excl.VAT)	Annual Amount (Excl. VAT)	Monthly Amount (Excl. VAT)	Annual Amount (Excl. VAT)
MLPS						
METRO						
Total						

1.2. Summary Pricing Schedule

The tender amounts provided below must include ALL COSTS for providing cleaning and horticulture the tendered amount shall further include tools, equipment, materials, chemicals, uniform, labour, and all necessary material needed to offer the services. Contractor undertakes to adhere in terms of section 6 (5) of the National Minimum Wage Act of No. 9 of 2018 amend the national minimum wages contained in schedule 1 and schedule 2 of the National Minimum Wage Act, published under Government Notice No 43026 of 17 February 2020, in accordance with the schedules here to and fix the 1 March 2021 as the date on which amendment shall be come binding, failure to adhere to this law / gazette will result in termination and cancellation of contract.

NOTE: This is a fixed Budget term contract and therefor service providers are advised to factor in the escalations as per the statutory requirements for the following years

		Pricing Schedule	
	CONTRACT YEAR		
		Monthly Amount (Excl. VAT)	Annual Amount (Excl. VAT)
	YEAR 1		
	YEAR 2		

	YEAR 3		
	SUB-TOTAL	<i>Not Applicable</i>	
	VAT 15%	<i>Not Applicable</i>	
	GRAND TOTAL	<i>Not Applicable</i>	

Table 1.2. Final Summary Pricing Schedule

PRICING SCHEDULE FOR LABOUR COSTS				
DESCRIPTION OF RESOURCES	UNIT	QUANTITY	RATE	MONTHLY AMOUNT
Supervisors	Monthly	1		
Cleaners	Monthly	9		
<i>(It is only for contract management purpose)</i> SUB-TOTAL Exclusive of VAT				

Table 1.3. Summary of Labour Cost Pricing Schedule (MLPS Coaches)

Table 1.4. Pricing Schedule (cleaning and sanitizing per MLPS coach)

PRICING SCHEDULE PER COACH	
DESCRIPTION OF SERVICE	RATE
TENDERED DAY SHIFT RATE PER COACH	
TENDERED NIGHT SHIFT RATE PER COACH	
<i>(It is only for contract management purpose)</i>	

Respondents are required to complete the Pricing Schedule **as Volume 2 and put it on Envelope 2**

1 NOTES TO PRICING

- 1.1. Prices must be quoted in South African Rand, inclusive of VAT.

- 1.2. Price offer is firm and clearly indicate the basis thereof.
- 1.3. Pricing schedule 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), as required per National Treasury Instruction Note 01 of 2015/2016.

3 PERFORMANCE AND BID BONDS (WHERE APPLICABLE)

- 3.1. Not 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

Bidders are required to submit the latest annual financial statements (including cash flow statement) prepared by registered financial accountant or audited financial statements.

SIGNED at _____ on this _____ day of _____ 2021

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 _____ 2021

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. Terms and Condition for Bidding*

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 _____ 2021

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

SIGNATURE OF RESPONDENT’S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

10 GENERAL CONDITIONS

10.1 ALTERNATIVE BIDS

Not Applicable.

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 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 Biding or with reasonable appreciation that, collusive any agreement, arrangement or understanding or any such like may result in or have the effect of collusive Biding. 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 -
 - i. 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

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| 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 | 6 | PRASA may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all |

accept or reject any tender tenders at any time prior to the formation of a contract. PRASA or PRASA's *Representative* will not accept or incur any liability to a *tenderer* 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:

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| Eligibility | 1 | Submit a tender only if the <i>tenderer</i> complies with the criteria stated in the Scope of work/ specification. |
| Cost of tendering | 2 | Accept that PRASA will not compensate the <i>tenderer</i> for any costs incurred in the preparation and submission of a tender. |
| Check documents | 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. |
| Copyright of documents | 4 | Use and copy the documents provided by PRASA only for the purpose of preparing and submitting a tender in response to this invitation. |
| Standardised specifications and other publications | 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. |

- Acknowledge receipt** 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 *tender documents*, which PRASA's *Representative* may issue, and if necessary apply for an extension to the *deadline for tender submission*, in order to take the Addenda into account.
- Site visit and / or clarification meeting** 8 Attend a site visit and/or clarification meeting at which *tenderers* 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-tender* website and CIDB website.
- Seek clarification** 9 Request clarification of the *tender documents*, if necessary, by notifying PRASA's *Representative* earlier than the *closing time for clarification of queries*.
- Insurance** 10 Be informed of the risk that needs to be covered by insurance policy. The *tenderer* 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 *tenderer*. Such duties, taxes and levies are those applicable 14 days prior to the *deadline for tender submission*.
- 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 *conditions of contract*.
- 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 *conditions of contract* 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 *Representative* or if necessary to correct errors made by the *tenderer*. 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 *tender documents* is also submitted. The alternative tender is submitted with the main tender together with a schedule that compares the requirements of the *tender documents* with the alternative requirements the *tenderer* 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 **Return the completed and signed *PRASA Tender Forms and SBD forms provided with the tender. Failure to submit all the required documentation will lead to disqualification***

20 **Submit the tender as an original plus 1 copy and an electronic version which must be contained in CDs or 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 must 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 must 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.

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| 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, | 30 | If instructed by PRASA's <i>Representative</i> (before the formation of a contract), submit for PRASA's acceptance, the bonds, guarantees, |

policies etc. policies and certificates of insurance required to be provided by the successful *tenderer* in terms of the *conditions of contract*.

31 Undertake to check the final draft of the contract provided by PRASA's *Representative*, 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 must be submitted with the tender.

Fulfil BEE requirements 33 Comply with PRASA's requirements regarding BBEE Suppliers.

PRASA'S UNDERTAKINGS

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

Respond to clarification 1 Respond to a request for clarification received earlier than the *closing time for clarification of queries*. The response is notified to all *tenderers*.

Issue Addenda 2 If necessary, issue to each *tenderer* from time to time during the period from the date of the Letter of Invitation until the *closing time for clarification of queries*, Addenda that may amend, amplify, or add to the *tender documents*. If a *tenderer* applies for an extension to the *deadline for tender submission*, in order to take Addenda into account in preparing a tender, PRASA may grant such an extension and PRASA's *Representative* shall notify the extension to all *tenderers*.

Return late tenders 3 Return tenders received after the *deadline for tender submission* unopened to the *tenderer* 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.

Non-disclosure	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.
Grounds for rejection	5	Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award.
Disqualification	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.
Test for responsiveness	7	Determine before detailed evaluation, whether each tender properly received <ul style="list-style-type: none"> • meets the requirements of these Conditions of Tender, • has been properly signed, and • is responsive to the requirements of the <i>tender documents</i>.
	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"> • detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data, • change PRASA's or the <i>tenderer's</i> risks and responsibilities under the contract, or • affect the competitive position of other <i>tenderers</i> presenting responsive tenders, if it were to be rectified.
Non-responsive tenders	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.

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| Arithmetical errors | 11 | <p>Check responsive tenders for arithmetical errors, correcting them as follows:</p> <ul style="list-style-type: none"> • Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. • 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. • 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. |
| | 12 | <p>Reject a tender if the <i>tenderer</i> does not accept the corrected total of the Prices (if any).</p> |
| Evaluating the tender | 13 | <p>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.</p> |
| Clarification of a tender | 14 | <p>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.</p> |
| Acceptance of tender | 15 | <p>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>.</p> |
| Notice to unsuccessful | 16 | <p>After the successful <i>tenderer</i> has acknowledged PRASA's notice of acceptance, notify other <i>tenderers</i> that their tenders have not been</p> |

tenderers		accepted, following PRASA's current procedures.
Prepare contract documents	17	<p>Revise the contract documents issued by PRASA as part of the <i>tender documents</i> to take account of</p> <ul style="list-style-type: none"> • Addenda issued during the tender period, • inclusion of some of the <i>tender returnables</i>, and • other revisions agreed between PRASA and the successful <i>tenderer</i>, before the issue of PRASA's notice of acceptance (of the tender).
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	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.
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.