



**prasa**  
PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

## REQUEST FOR QUOTATION (RFQ)

**RFQ NUMBER: KZN/CRES/07/2022/009/Q**

**REQUEST FOR THE APPOINTMENT OF A CONTRACTOR FOR A ONCE OFF ISSUING OF ANNEXURE Bs FOR LIFTS AND ESCALATORS AT VARIOUS PRASA STATIONS AND ASSOCIATED PROPERTIES WITHIN A 80 KM RADIUS OF DURBAN STATION.**

**Compulsory Briefing: 17 October 2022@10H00  
Venue: Shosholoza Meyl in Durban Station**

## SECTION 1: SBD1

### PART A INVITATION TO BID

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

BID NUMBER:	KZN/CRES/07/2022/009/Q	CLOSING DATE:	24 October 2022	CLOSING TIME:	12:00PM
DESCRIPTION	<b>REQUEST FOR THE APPOINTMENT OF A CONTRACTOR FOR A ONCE OFF ISSUING OF ANNEXURE Bs FOR LIFTS AND ESCALATORS AT VARIOUS PRASA STATIONS AND ASSOCIATED PROPERTIES WITHIN A 80 KM RADIUS OF DURBAN STATION.</b>				
<b>BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT ( <i>STREET ADDRESS</i> ): <b>65 MASABALALA YENGWA AVENUE</b> <b>PRASA REGIONAL OFFICE FOYER AREA</b> <b>HELPDESK</b> <b>PRASA SCM</b> <b>KWAZULU NATAL</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>					
CONTACT PERSON	<b>Qiniso Makaluza</b>				
TELEPHONE NUMBER	<b>031 813 0376</b>				
E-MAIL ADDRESS	<b>Qiniso.Makaluza@prasa.com</b>				
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA.....
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

<p>2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

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

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

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

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

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

**PART B: TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER**
- 1.3. **PRESCRIBED IN THE BID DOCUMENT.**

1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

## 2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

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

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

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

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

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

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....

**NB:**

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

## SECTION 2

### NOTICE TO BIDDERS

#### 1. RESPONSES TO RFQ

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

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

#### 2. PREQUALIFICATION / ELIGIBILITY CRITERIA

2.1 Only those Respondents who satisfy the following pre-qualification or eligibility criteria are eligible to submit quotations as per section 3.

#### 3. COMMUNICATION

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

#### 4. LEGAL COMPLIANCE

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

#### 5. CHANGES TO QUOTATIONS

Changes by the Respondent to its submission will not be considered after the closing date and time except on condition of correcting arithmetic errors on BOQ

#### 6. PRICING

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

#### 7. BINDING OFFER

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

## 8 DISCLAIMERS

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

- Modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- Disqualify Quotations submitted after the stated submission deadline;
- Not necessarily accept the lowest priced Quotation or an alternative bid;
- Bids lodged at the incorrect venue that reach the correct venue late will be regarded as late.
- Reject all Quotations, if it so decides;
- Place an order in connection with this Quotation at any time after the RFQ's closing date;
- Make no award at all.
- Award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at PRASA's discretion be more advantageous in terms of, amongst others, cost or developmental consideration; or

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

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

**NB: PRASA shall use their discretion in appointing in the number of service Provider/s based on offers received.**

## 9 LEGAL REVIEW

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

## 10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. PRASA is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only

foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

## 11 PROTECTION OF PERSONAL DATA

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

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

## 12 EVALUATION METHODOLOGY

PRASA will utilise the following evaluation process in selecting the preferred Supplier/Service Provider.

EVALUATION PROCESS <i>(Delete which is not applicable)</i>	
Stage 1	
Mandatory / Prequalification Criteria	
Stage 2 - Price and B-BBEE	
Price	80
BBBEE	20
TOTAL	100
Stage 3	
Non-Mandatory compliance	

## 13 ADMINISTRATIVE RESPONSIVENESS

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

## 14 VALIDITY PERIOD

- 14.1 PRASA requires a validity period of **60 Working Days** from the closing date.
- 14.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the adjudication body has approved the process and award of the business to the successful respondent(s), the

validity of the successful respondent(s)' response will be deemed to remain valid until a final contract has been concluded.

## 15 DISCLOSURE OF PRICES QUOTED

Respondents are to note that, on award of business, PRASA is required to publish the prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), on CIDB website for construction related RFQ's. (If applicable)

## 16 RETURNABLE DOCUMENTS

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

### 16.1 PREQUALIFICATION AND MANDATORY RETURNABLE DOCUMENTS

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

### 16.2 NON -MANDATORY RETURNABLE DOCUMENTS

Failure to provide all these Non -Mandatory Returnable Documents at the Closing Date and time of this RFQ, PRASA may request the documents and must be made available at the time of request: Respondents are therefore urged to ensure that all these Documents are made available at the time of request.

### 16.3 RETURNABLE DOCUMENTS USED FOR SCORING PURPOSES

Failure to provide these Returnable Documents at the Closing Date and time of this RFQ, will not result in Respondent's disqualification. However, bidders will receive a score of zero for the applicable evaluation criteria.

## SECTION 3

### 1 EVALUATION CRITERIA:

**NB:** Compliance Requirements for all Services/Goods and works

**Stage 1: Mandatory/ Prequalification Requirements** - If you do not submit the following mandatory documents your Proposal/Quote will be disqualified automatically:

No.	Description of requirement	
a)	BOQ/Price Schedule and Pricing form	
b)	Completion of ALL RFQ documentation (includes ALL declarations and Commissioner of Oath signatures required)	
c)	Proof of registration with lea (lift engineering association) and L.I.A.S.A. (lift inspectors association of S.A. (accredited with SANAS inspection body)	
d)	Bidders to fill and sign closing register on submission of quotation document; failure to comply will result in disqualification	
e)	A service provider has to sign a briefing session attendance register	

### Stage 2- Price and B-BBEE

**NB:** PRASA will use its discretion on appointments of service provider/s based on prices/offer on line items

**NB:** Market related rates will be considered.

Evaluation criteria	Weighting
BBBEE	20
Price	80
<b>TOTAL</b>	<b>100</b>

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

Where:

- $P_s$  = Score for the Bid under consideration  
 $P_t$  = Price of Bid under consideration  
 $P_{min}$  = Price of lowest acceptable Bid

### Evaluation of Preference

Evaluation and final weighted scoring

### Check and balance will be done as PRASA is not obliged to accept price that are not market related

- a) Broad-Based Black Economic Empowerment criteria [weighted score 20 points] Preference Points will be awarded to a bidder for attaining the B-BBEE status level contribution in accordance with the table indicated in Section 7 B-BBEE claim form.

**Stage 3: Non - Mandatory Requirements** - The following documents are non-mandatory and where not submitted, PRASA may request the documents and must be made available at the time of request: This may only be requested from the most responsive bidder/s.

No.	Description of requirement	
a)	Company Registration Documents	
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	
d)	CSD report / CSD reference number	
e)	Proof of UIF registration	
h)	Proof of Bank Account (i.e., cancelled cheque or letter issued by the bank)	

**Documents required for Scoring** - The following Non-Mandatory Documents used for purposes of scoring a bid. If not submitted by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive a score of zero for the applicable evaluation criterion.:

No.	Description of requirement	
a)	<p>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. Joint ventures to submit the consolidated Valid B-BBEE Certificate from SANAS accredited rating agency (Original or certified copy)</p> <p>Consolidated BBBEE certificate for Joint Venture is required. As per the implementation guide preferential procurement regulations 2017 pertaining to the preferential procurement policy framework 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:</p> <p>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.</p>	

## SECTION 5

### PRASA GENERAL CONDITIONS OF PURCHASE

#### General

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

#### Conditions

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

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

#### Local Content Obligations

Respondents are to note that the Local Content commitments made by the successful Respondent(s) will be incorporated as a term of the contract and monitored for compliance. Should the successful Respondent fail to meet its Local obligations, non-compliance penalties shall be applicable. Breach of Local Content obligations also provide PRASA cause to terminate the contract in certain cases where material non-compliance with Local Content requirements are not achieved.

#### Price and payment

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

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

#### Delivery and documents

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

Where items are to be delivered the Supplier:

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

practical after dispatch of the items, and states on all communications in respect of the order the order number and code number (if any).

### **Containers / packing material**

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

### **Title and risk**

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

### **Rejection**

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

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

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

### **Warranty**

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

### **Indemnity**

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

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

### **Assignment and sub-contracting**

The Supplier may not assign or subcontract any part of this order/contract without the written consent of PRASA.

### **Termination**

PRASA may terminate the order/contract at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to PRASA):

If the Supplier defaults in due performance of the order/contract, or if the Supplier becomes bankrupt or otherwise is, in the opinion of PRASA, in such financial circumstances as to prejudice the proper performance of the order/contract, or for any other reason in which case the Supplier will be compensated for all costs incurred.

### **Governing law**

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

## SECTION 6

### BIDDER'S DISCLOSURE

**SBD4**

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise,  
employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the \_\_\_\_\_

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

procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

## SECTION 7

### B-BBEE PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [B-BBEE] Status Level of Contribution.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

1.3 Either the **80/20** preference point system shall be applicable to this bid.

1.4 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.5 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.5.1 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Black designated group”** has meaning assigned to it in codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.6 **“Black People”** meaning assigned to in Section 1 of Broad-Based Black Economic Empowerment Act.
- 2.7 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8 **“CIPC”** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- 2.9 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.10 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.11 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.12 **“co-operative”** means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)
- 2.13 **“Designated Group”** means - i) Black designated groups; ii) Black People; iii) Women; iv) people with disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)
- 2.14 **“Designated Sector”** means, sub-sector or industry or product designated in terms of regulation 8(1)(a)
- 2.15 **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the

Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- 2.16 **“firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.17 **“functionality”** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- 2.18 **“Military Veteran”** has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011);
- 2.19 **“National Treasury”** has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 2.20 **“non-firm prices”** means all prices other than “firm” prices;
- 2.21 **“person”** includes a juristic person;
- 2.22 **“People with disabilities”** meaning assigned to it in terms of Section 1 of Employment Equity Act, 1998 (Act No. 55 of 1998)
- 2.23 **“Price”** includes all applicable taxes less all unconditional discounts.
- 2.24 **“Proof of B-BBEE Status Level of Contributor”** i) the B-BBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 2.25 **“Rural Area”** i) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.
- 2.26 **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.27 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.28 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.29 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black

Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

- 2.30 **“Township”** means an urban living area that any time from the late 19<sup>th</sup> century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994
- 2.31 **“Treasury”** meaning assigned to it in Section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
- 2.32 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.33 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.34 **“Youth”** meaning assigned to it in terms of Section 1 of National youth Development Agency Act, 2008 (Act No. 54 of 2008).

### 3. **ADJUDICATION USING A POINT SYSTEM**

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. **POINTS AWARDED FOR PRICE**

#### 4.1 **THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

#### POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.2 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.3 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances PRASA would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at [www.dti.gov.za/economic\\_empowerment/bee\\_codes.jsp](http://www.dti.gov.za/economic_empowerment/bee_codes.jsp).
- 4.4 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.
- 4.5 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating a Verification Agency accredited by SANAS.
- 4.6 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 bid.

- 4.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

### 5.1.1 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

- 5.2 B-BBEE Status Level of Contribution: . = .....(maximum of 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

## 6. SUB-CONTRACTING

- 6.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 6.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME.

**(Tick applicable box)**

YES		NO	
-----	--	----	--

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

7. **DECLARATION WITH REGARD TO COMPANY/FIRM**

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 **TYPE OF COMPANY/ FIRM**

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

7.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....

7.6 **COMPANY CLASSIFICATION**

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

7.7 Total number of years the company/firm has been in business:.....

7.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the

contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have.
- (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bidder to another person without disclosing it, PRASA reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

#### WITNESSES

1. ....
2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)

DATE: .....

ADDRESS .....

.....

.....

## SECTION 8

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, 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.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

2.1.1. The sectors / products (not limited to) listed below are subjected to local content requirements.

For further guidance with the above requirements, bidders may refer to DTI website, [www.theDTI.gov.za](http://www.theDTI.gov.za) and National Treasury Designated Sectors Instruction Number 15 of 2016/2017.

3. Does any portion of the goods or services offered have any imported content?

**(Tick applicable box)**

YES		NO	
-----	--	----	--

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution): .....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## DECLARATION OF COMPANY'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Company Document must form part of all RFQs invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The RFQ of any Company may be disregarded if that Company, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the RFQ.**

Item	Question	Yes	No
4.1	<p>Is the Company or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the Company or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the Company or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Company and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

## CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) ..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Company

**CERTIFICATE OF INDEPENDENT RFQ DETERMINATION**

1. This Standard Company Document (SBD) must form part of all RFQs<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Company (or RFQ rigging).<sup>2</sup> Collusive Company is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the RFQ of any Company if that Company, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the Company process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when RFQs are considered, reasonable steps are taken to prevent any form of RFQ-rigging.
5. In order to give effect to the above, the attached Certificate of RFQ Determination (SBD 9) must be completed and submitted with the RFQ:

<sup>1</sup> Includes price quotations, advertised competitive RFQs, limited RFQs and proposals.

<sup>2</sup> RFQ rigging (or collusive Company) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a Company process. RFQ rigging is, therefore, an agreement between competitors not to compete.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

I, the undersigned, in submitting the accompanying RFQ: \_\_\_\_\_ (Quotation Number and Description) in response to the invitation for the RFQ made by: \_\_\_\_\_

\_\_\_\_\_ (Name of Institution) do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_ (Name of Company) that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying RFQ will be disqualified if this Certificate is found not to be true and complete in every respect; I am authorized by the Company to sign this Certificate, and to submit the accompanying RFQ, on behalf of the Company;
3. Each person whose signature appears on the accompanying RFQ has been authorized by the Company to determine the terms of, and to sign the RFQ, on behalf of the Company;
4. For the purposes of this Certificate and the accompanying RFQ, I understand that the word “competitor” shall include any individual or organization, other than the Company, whether or not affiliated with the Company, who:
  - a. has been requested to submit a RFQ in response to this RFQ invitation;
  - b. could potentially submit a RFQ in response to this RFQ invitation, based on their qualifications, abilities or experience; and
  - c. provides the same goods and services as the Company and/or is in the same line of business as the Company
5. The Company has arrived at the accompanying RFQ independently from, and without consultation, communication, agreement or arrangement with any competitor.
6. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive Company.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. prices;
  - b. geographical area where product or service will be rendered (market allocation)
  - c. methods, factors or formulas used to calculate prices;
  - d. the intention or decision to submit or not to submit, a RFQ;
  - e. the submission of a RFQ which does not meet the specifications and conditions of the RFQ; or
  - f. Company with the intention not to win the RFQ.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this RFQ invitation relates.

9. The terms of the accompanying RFQ have not been, and will not be, disclosed by the Company, directly or indirectly, to any competitor, prior to the date and time of the official RFQ opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to RFQs and contracts, RFQs that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Company

**SECTION 12****COMMISSIONER OF OATH**

*I certify that the above has acknowledged that he/she knows and understands the contents of this document, that he/she does not have any objection to taking the oath, and that he/she considers it to be binding on his/her conscience, and which was sworn to and signed before me at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and that the administering oath complied with the regulations contained in Government Gazette No. R 1258 of 21 July 1972, as amended.*

**COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON****STAMP :**

*NAME & SURNAME:.....*

*SIGN:.....*

*DESIGNATION/RANK :.....*

*PERSAL/EMPLOYEE NO:.....*

*PLACE/DATE:.....*

## SECTION 13

### SCOPE OF WORK

**This will include, but not limited to, the following:**

Provide Annex B - Comprehensive report for Electric Lifts (SANS 1545-1) and Annex B - Comprehensive report for Escalators and Passenger conveyors (SANS 1543) per the attached BOQ by a registered lift inspector.



## **i. HOURS OF WORK**

No work will be permitted outside normal working hours, on Sundays, Saturdays and Public Holidays, unless the permission of the Technical Officer has been obtained.

- Normal working hours shall mean the period from 06:00 to 18:00 on normal weekdays but all stations are opened from 4:00 to 19:00 Monday to Sunday
- All planned work will be carried out during normal working hours at the cost tendered for in the Bill of Quantities.
- Purchase Orders to be actioned within 48 hours.

## **ii. MATERIAL AND LABOUR TO BE SUPPLIED BY THE CONTRACTOR**

The Contractor shall provide all Supervision and Labour necessary for the proper execution and completion of the work with a guarantee on workmanship after completion.

## **iii. OLD /ABSOLUTE MATERIAL IN CASES OF REPLACEMENTS**

Any old /obsolete material removed from the site shall be disposed of at a reputable dump site and proof thereof shall be submitted before payment can be made.

## **iv. SITE MEETINGS**

Site liaison meetings will be arranged by the Technical Officer as necessary. The Contractor or his duly authorised representative shall be available when called upon to attend site meetings with the Manager or his representative.

## **v. SERVICES**

The Contractor shall take all reasonable precautions to protect existing services during his activities on the site, and any known service damaged as result of the Contractor's operations, shall be repaired and reinstated by the Contractor or the Authority concerned, all at the expense of the Contractor and to the satisfaction of the Technical Officer. If a known service is damaged, the Technical officer must be notified immediately and all work on site must stop until the extent of the damage is quantified.

## **vi. CLEARING OF SITE**

The Contractor shall clear the site. The contractor is to ensure that each site on which he works is cleared of all waste on completion of the day's work. The waste must be disposed of at a registered dumping site and a

certificate from the dumping site must be submitted. Final payment will not be made unless all waste is removed from site and the site is clean.

#### **vii. INSURANCE**

The Contractor will be responsible for insurance of all tools, equipment, vehicles and labour that will be used on this contract.

## SAFETY FILE

The safety file will only be filled in by the successful bidder.



**prasa cres**

CORPORATE REAL ESTATE SOLUTIONS



### SHE CHECKLIST

THIS DOCUMENT SERVES AS THE GUIDELINES TO ALL CONTRACTORS ON HOW TO COMPLETE THE SHE FILE

NAME OF CONTRACTOR

STATION / DEPOT

CONTACT PERSON CONTRACTOR

SAFETY OFFICER

CONTACT DETAILS OF  
SUPERVISING OFFICER / PROJECT  
MANAGER

DURATION OF PROJECT

START

COMPLETION

#	Description	Comments / Requirements	REQUIREMENTS ON FILE	
			YES	NO
1	Notification of Construction to the DOL	Notification to have a DOL Stamp or Any document proves that notification was submitted or send to DOL.		
2	Letter of Good Standing	The latest letter on file, Letter to be on the contractor's company name.		
3	Employee List	Only employees who will be working in PRASA premises under the project.		

		ID Copies to be provided.		
		Next of kin's information to be provided		
4	<b>Org Structure</b>	Org structure to be in line with the scope of work		
5	<b>SHE Policy</b>	To be signed by company senior manager		
		Policy to be on company letterhead.		
6	<b>SHE Plan</b>	To acknowledged by PRASA project team leader.		
		SHE Plan to be relevant to the scope of work.		
7	<b>Risk Assessments</b>	Risk assessment to be as per scope of work and must be acknowledged by PRASA Project team leader		
8	<b>Method Statement</b>	method - to indicate what type of task to be done / with how many people/equipment to be used/time frame etc.		
9	<b>Rail Protection</b>	<b>When working in a rail operational area - Flagman are required - these are people provide a specialised service: in the protection of all commuters/workers/contracting company/rail rollingstock etc..</b>		
10	<b>Tool Registers</b>	The list of all tool and equipment that the contractor will use for the project.		
11	<b>Induction Records</b>	PRASA induction records to be on file	<b>Induction to be completed by PRASA on acceptance of safety file approval</b>	
12	<b>Proof of medical fitness: Reference is made to Construction Regulation section 7 (8)</b>	Proof of medical fitness to be on file.		
		This certificate must be issued by Occupational Health Doctor/Practitioner/Clinic etc		
		Due to the confidentiality of the medical reports, please ensure that you provide Prasa with any form of document (e.g. Red ticket card) that proves that the employee is fit to work. This particular document must contain a stamp from the OH Practitioner OR Service provider.		
13	<b>Appointments</b>	Appointment letters. Applicable to the scope. Each appointment to be accompanied by proof of competency.		
14	<b>Tool Inspections</b>	Copies of all inspections to be on file. These inspections must be linked to the tool list provided.		

15	<b>PPE Matrix</b>	A document indicating the contractor's positions and the applicable PPE to each position.		
16	<b>PPE Records</b>	Proof that employee was issued with the necessary PPE.		
17	<b>Training Records</b>	All other training records applicable to the scope		
18	<b>Safe Working Procedures</b>			
19	<b>Toolbox Talks</b>	Proof that the system exists. Contractor to maintain this system throughout his duration of contract.		
20	<b>Equipment Maintenance (Calibrations, Safe Working load certificates etc)</b>	To be on file		
21	<b>Chemicals substances list</b>	All chemicals that will be used by the contractor to be documented and filed included on file		
22	<b>MSDS</b>	As per chemical list (16 pointer)		
23	<b>Proof of training on MSDS</b>	All employees using the chemical to be trained. Copies of the MSDS to be where employees are using the chemical. Correct PPE to be issued.		
24	<b>Excavation plan</b>	(Where Applicable)		
25	<b>Scaffolding plan</b>	(Where Applicable)		
26	<b>Demolition plan</b>	(Where Applicable)		
27	<b>Fall Prevention Plan</b>	(Where Applicable)		
28	<b>Explosives and blasting method statements</b>	(Where Applicable)		
29	<b>Declaration of Sub-contractors</b>	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.		

#### **COVID 19 SAFETY CRITERIA**

On 17th March 2020, the Department of Employment and Labour issued guidelines for employers to deal with COVID-19 at workplaces. The Department of Employment and Labour appealed to employers to use the prescriptions of the OHS Act in particular the Hazardous Biological Agents Regulations governing workplaces in relation to Coronavirus Disease 2019 caused by the SARS-CoV-2 virus.

RSA is moving to Level 3 as from the 1st of June 2020 of the Lockdown as announced by the State President on the 24th May 2020; the economy will be re-opened and PRASA CRES would like to minimise COVID 19 related risks to its stakeholders i.e. employees; commuters; contractors; station users and the greater public.

**Contractors are to ensure the following requirements is submitted together with the safety files under the section COVID -19**

30	<b>COVID 19 -PLAN</b>	Site Specific SHEQ Plan		
31	<b>Appointment</b>	COVID - 19 Compliance Officer		
32	<b>POLICY</b>	COVID -19 - Business Policy signed off by the CEO		
33	<b>Risk Assessments</b>	Detailed Risk Assessments- include all risk as well as a plan/method statement		
34	<b>PROCEDURES</b>	PRE - Screening of employees		
		Daily Screening of Employees		
		What health Protocols are in place for the protection of the employee		
		Social Distancing		
		Staggered Areas of working - Type of activity/ies		
35	<b>PPE's</b>	COVID -19 - gloves / mask/sanitiser. ( <b>Note:</b> PPE required for the various activity/ies example Grinding will remain the standard norm, unless there is a change in process)		

**COMMENTS**


**FILE ACCEPTANCE**

<b>APPROVED</b>	
<b>DECLINED</b>	

**Table 1 Total excluding VAT**

Item No	Type of Units	Unit Number	Name of Manufacture	Location of Unit	RATE for Annexure B	
KONE UNITS						
1	Lift	DE 2738	Express/Kone	Durban - Shosholoza Meyl Platform 13/14		
2	Lift	DE 2739	Express/Kone	Durban - Shosholoza Meyl Platform 13/14		
3	Lift	DE 2741	Express/Kone	Durban - Shosholoza Meyl Platform 15		
4	Lift	None	Kone	Durban - Concourse		
5	Escalator	06/E548	Kone	Durban - Platform 3/4		
6	Escalator	06/E549	Kone	Durban - Platform 5/6		
7	Escalator	06/E552	Kone	Durban - Platform 7/ 8		
8	Escalator	06/E550	Kone	Durban - Platform 9/10		
9	Escalator	06/E551	Kone	Durban - Platform 11/12		
10	Lift	06/L4793	Kone	Kwa-Mashu – Platform 1/2		
11	Lift	06/L4794	Kone	Kwa-Mashu – Platform 3/4		
12	Lift	06/L4946	Kone	KwaMnyandu – Platform 1/2		
13	Lift	06/L4948	Kone	KwaMnyandu – Platform 3		
14	Lift	06/L4836	Kone	Reunion – Ground SAPS to Concourse		
15	Lift	06/L4835	Kone	Reunion – Platform 1/2		
16	Lift	06/L4834	Kone	Reunion – Platform 3/4		
17	Lift	06/L4833	Kone	Reunion – Entrance		
18	Lift	06/L4631	Kone	Isipingo – Platform Ground to Concourse		
19	Lift	06/L4632	Kone	Isipingo – Platform 1/2		
20	Lift	06/L4633	Kone	Isipingo – Platform 3/4		
21	Lift	None	Kone	Kwa Mashu SAPS		
22	Lift	10891059	Kone	Reunion SAPS		
23	Lift	14223	Kone	Escombe SAPS		
24	Lift	None	Kone	Cavendish SAPS		
25	Lift	06/L5048	Kone	Bridge City- Platform 1/2		
26	Lift	06/L5049	Kone	Bridge City- Platform 3/4		
27	Escalator	06/E559	Kone	Bridge City- Platform 1/2		
28	Escalator	06/E560	Kone	Bridge City- Platform 1/2		
29	Escalator	06/E561	Kone	Bridge City- Platform 3/4		
30	Escalator	06/E562	Kone	Bridge City- Platform 3/4		

SCHINDLER UNITS						
31	Escalator	DESC 129	Schindler	Durban – Shosholoza Meyl Platform 15		
32	Escalator	DESC 130	Schindler	Durban – Shosholoza Meyl Platform 15		
33	Escalator	06/E519	Schindler	Durban – Platform 1/2		
34	Escalator	06/E511	Schindler	Durban – NMR Ave, Formulae 1		
35	Escalator	06/E512	Schindler	Durban – NMR Ave, Formulae 1		
36	Escalator	06/E513	Schindler	Durban – NMR Ave, Sasol Garage		
37	Escalator	06/E517	Schindler	Durban – NMR Ave, Sasol Garage		
38	Lift	06/L4877	Schindler	Moses Mabhida – Platform 1/2		
39	Lift	06/L4876	Schindler	Moses Mabhida – Platform 3/4		
40	Lift	06/L4767	Schindler	Duffs Road – Platform 1/2		
41	Lift	06/L4766	Schindler	Duffs Road – Platform 3/4		
42	Lift	06/L4763	Schindler	Rosburgh – Platform 1/2		
MITSUBISHI UNITS						
44	Lift	DE 2880	Mitsubishi	Durban – Metrorail Regional Office		
45	Lift	DE 2785	Mitsubishi	Durban – Metrorail Training & Development		
46	Wheelchair Lift	DE 06/L3684	Mitsubishi	Durban – Shosholoza Meyl		
TYSSEN UNITS						
47	Wheelchair Lift	06/P17	Thyssen	Duffs Road – Pedestrian Bridge		
OTHER VARIOUS UNITS						
48	Lift	DE 2740	Express	Durban – Shosholoza Meyl Platform 15		
49	Wheelchair Lift	DE3800	Roger Gourly	Kwa-Mashu – Ground to Concourse		
50	Wheelchair Lift	42045	Vimec	SAPS Durban Station Corridor		
51	Wheelchair Lift	42045	Vimec	SAPS Durban Station Provincial		
52	Wheelchair Lift	06/L7010	Hands On	Wellness Centre		
53	Wheelchair Lift	06/L5517	Hands On	Regional Office		
<b>SUB TOTAL</b>						
<b>VAT 15%</b>						
<b>TOTAL</b>						

Respondents are required to price all services and items mentioned above affix the price hereunder which is inclusive of labour (including relief personnel), consumable materials, equipment and any other items necessary to ensure the station is kept into proper clean standard.

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

I / We \_\_\_\_\_ (Insert Name of Bidding Entity) of

\_\_\_\_\_ code \_\_\_\_\_

(Full address) conducting business under the style or title of: \_\_\_\_\_

represented by: \_\_\_\_\_ in my capacity as:  
\_\_\_\_\_ being duly authorised, hereby offer to  
undertake and complete the above-mentioned work/services at the prices quoted in the bills of quantities / schedule of quantities  
or, where these do not form part of the contract, at a lumpsum, of

R\_\_\_\_\_ (amount in numbers);

\_\_\_\_\_ (amount in words) Incl. VAT.

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

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