



REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: CRES/FIRE/10332343/07/2022

REQUEST FOR QUOTATION (RFQ) FOR THE AS AND WHEN: MAINTENANCE, SERVICING AND REPAIRS TO FIRE EQUIPMENTS (PARK STATION)

SECTION 1: SBD1

PART A INVITATION TO BID

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

BID NUMBER:	CRES/FIRE/10332343/0 7/2022	CLOSING DATE:	10/08/2022	CLOSING TIME:	11:00am
DESCRIPTION	AS AND WHEN: MAINTENANCE, SERVICING AND REPAIRS TO FIRE EQUIPMENTS (PARK STATION)				

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

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

**PRASA CRES
30 WOLMARANS STREET
UMJANTSHI HOUSE
BRAAMFONTEIN
JOHANNESBURG**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Moipone Mosiapane
TELEPHONE NUMBER	011 013 1584
E-MAIL ADDRESS	Moipone.mosiapane@prasa.com

SUPPLIER INFORMATION

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

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
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[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]

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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.
- 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 NVALID.

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 **CRES/FIRE/10332343/07/2022** 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 CIDB Grading

Only those Respondents who are registered with the CIDB, or are capable of being so prior to the submission of the quotation, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 2SF OR HIGHER class of construction works, are eligible to have their quotations evaluated.

Joint ventures are eligible to submit tenders provided that:

- every member of the joint venture is registered with an active CIDB;
- the lead partner has a higher or equivalent contractor active grading designation in the class of construction work; and
- the combined Contractor active grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum quoted for a class of construction works or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

4 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.

5 LEGAL COMPLIANCE

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

6 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

7 PRICING

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

8 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.

9 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.

10 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.

11 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

12 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.

13 EVALUATION METHODOLOGY

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

EVALUATION PROCESS	
Stage 1A	
Prequalification Criteria	
Stage 1B	
Mandatory compliance	
Stage 1C	
Non-Mandatory compliance	
Stage 2	
Technical/Functional Criteria	Testing of capacity – meet minimum threshold of 65%
Stage 3 - Price and B-BBEE	
Price	80
BBBEE	20
TOTAL	100

14 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.

15 VALIDITY PERIOD

- 15.1 PRASA requires a validity period of **60 Business Days** from the closing date.
- 15.2 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
- 15.3 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.

16 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), on CIDB website for construction related RFQ's. (If applicable)

17 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:

17.1 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.

17.2 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.

17.3 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.

18 BRIEFING SESSION

A **Non - Compulsory (pre-proposal) Teams RFQ** briefing session will be held on the **02 August 2022**, at **10:00 for a period of an hour via Microsoft Team**. The briefing session will start punctually at 10h00, and information will not be repeated for the benefit of Respondents joining late.

Teams Link:

https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZmE2NzM4YjMtYWlyMS00NTM1LTk3N2EtMDk3NTAyNWQwMzFi%40thread.v2/0?context=%7b%22Tid%22%3a%22ef089e05-fa66-4ce1-99c1-feb47ce02989%22%2c%22Oid%22%3a%2248244c13-80a1-48e0-b9cb-731e9ee8dfd6%22%7d

SECTION 3

8.1. EVALUATION PROCESS

Interested bidders for this project shall be evaluated in terms of pre-qualification, their administrative responsiveness, substantive responsiveness, technical / functional (capacity testing) price evaluation and preference points. The evaluation committee shall use the following Evaluation Criteria depicted in table below for the selection of the preferred bidder that shall render / deliver the required works, goods and / or services.

EVALUATION PROCESS	
Stage 1	
Compliance	Stage 1a: Pre-qualification compliance
	Stage 1b: Mandatory compliance
	Stage 1c: Non-mandatory/Basic compliance
	Stage 1d: B-BBEE
Stage 2	
Technical / Functional Criteria	Testing of capacity – meet minimum threshold of 65%
Stage 3	
Price and Preference	
Price	80
BBBEE	20
TOTAL	100

1 EVALUATION CRITERIA:

NB: Compliance Requirements for all Services/Goods and works

Stage 1A: Prequalification Requirements - Bidders who fail to meet the below mandatory requirements will be automatically disqualified:

No.	Description of requirement	
a)	Declaration document for local content and production SBD 6.2 must be completed, duly signed and submitted by the tenderer at the closing date and time of the tender.	
b)	Annexure C – Local Content Declaration – Summary Schedule must be completed, duly signed and submitted by the tenderer at the closing date and time of the tender.	

Stage 1B: Bidders who fail to meet the below mandatory requirements will be automatically disqualified

No.	Description of requirement	
a)	Price Schedule / Pricing form (Bidders must ensure that pricing schedule is completed) To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilize a different format. Deviation from this pricing schedule will result in a bid being declared non-responsive.	
b)	Completion and submission of RFQ documents, SBD forms, Commissioner of Oath with ALL declarations	
c)	Joint Venture / Consortium agreement / Trust Deed/ JV or consortium agreement signed by all parties (if applicable)	
d)	Certificate of CIDB grading level 2SF or higher and JV CIDB certificates must be consolidated.	
e)	Submission of the Companies SANS 1475 permit (Original Certified copies will only be accepted)	
f)	Bidders to fill and sign the closing/ Submission register on submission of RFQ documents.	

Stage 1C: 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:

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

g)	Annexure D – Imported Content Declaration – Supporting Schedule to Annexure C	
h)	Annexure E – Local Content Declaration – Supporting Schedule to Annexure C	
i)	Non-compulsory briefing session will be held via Teams	
j)	Draft Contract	
k)	Valid Letter of Good Standing (i.e. COIDA, Department of Labour or any other accredited Institutions)	

Stage 1D: 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	
2.	<p>a) 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 BBEE 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>	

Stage 2

Technical / Functionality Requirements (If applicable)

Scoring of Functionality:

Qualifying bidders shall be evaluated on technicality / functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is 65%. Bidders who score below the minimum requirement shall not be considered for further evaluation.

Summary of the technical/functional requirements are presented in the table below.

ITEM	CRITERIA	WEIGHT
1	Service Provider's experience	40
2	Availability of resources	10

3	Experience of Key Staff	40
4	Financial Capacity: Operating cash flow (Cash Flow and Financial Statement to be submitted)	10
ITEM	CRITERIA	WEIGHT
	TOTAL	100

Table: Technical Evaluation Criteria

Details of the scoring methodology presented above are outlined below:

1 = Poor information submitted, 2 = Fair/average, 3 = Good, 4 = acceptable or very good and 5 = Excellent.

CRITERIA	SUB CRITERIA	SCORING	WEIGHT
Service Provider experience	<p>Provide a list of previous contracts of a similar nature, i.e. Fire equipment Servicing, successfully completed in the past 5 years with reference letters and the appointment letters from main clients for each completed contract</p> <p>The tenderer must submit a reference letter signed on a company letter head. The tenderer must submit the reference letter from the previous client. The reference letters must indicate the following:</p> <ul style="list-style-type: none"> •Whether the project was completed on time and adhered to program of works. •The Nature and Quality of work that was done. •Value of the contract <p>NOTE: Should the reference letter indicate that:</p> <p>i) The contract was not completed within the stipulated project program/time due to delays attributed to the Service Provider, or</p>	<p>0: No Submissions</p> <p>1: Inadequate information provided</p> <p>2: Previous jobs completed (with signed written contactable reference letters and appointment letters from clients) to the value of R500k in the last 5 year</p> <p>3: Previous jobs completed (with signed written contactable reference letters and appointment letters from clients) to the value of R1m in the last 5 years</p> <p>4: Previous jobs completed (with signed written contactable reference letters and appointment letters from clients) to the value of R2m in the last 5 years.</p>	40

	<p>ii) The expected quality of work was not met, i.e. work not done according to specification, such reference letter shall not be accepted.</p>	<p>5: Previous jobs completed (with signed written contactable reference letters and appointment letters from client) to the value of R3m or more in the last 5 years</p>	
Availability of resources	<p>The Service Provider must submit a list of vehicles as well as proof of ownership or rental (Registration papers or Leasing agreement)</p>	<p>0: No Submissions</p> <p>1: Inadequate information Provided</p> <p>2: One vehicle is listed with proof of ownership or rental.</p> <p>3: A list of (Two to Three) vehicles is provided with proof of ownership or rental</p> <p>4: A list of (Four) vehicles is provided with proof of ownership or rental</p> <p>5: Five and above list of vehicles is provided with proof of ownership or rental.</p>	10
Experience of key staff	<p>List all Site Staff proposed for this Contract and Experience With copies of CV's and certified copies of Trade Test / Certificates.</p> <p>(SAQCC Certificate required)</p> <p>Min: 3 Teams of at least (1xTechnician + 1 Labour) required per Service Provider.</p> <p>Trade or relevant certificates within the construction industry</p> <p>NOTE: Should CV or proof of qualification not be submitted or meet above requirements for any skilled key personnel, such personnel shall not be considered when determining the number of persons for scoring.</p>	<p>0: No Submissions</p> <p>1: Inadequate information Provided</p> <p>2: One Technician with proof of SAQCC Fire Registration and with at least three years' experience</p> <p>3: Two Technician with proof of SAQCC Fire Registration and with at least three years' experience</p>	40

		<p>4: Three Technician with proof of SAQCC Fire Registration and with at least three years' experience</p> <p>5: Four or more Technician with proof of SAQCC Fire Registration and with at least three years' experience</p>	
Financial Capability	<p>Provide Two (2) recent years annual financial statements prepared by the registered professional which reflects the company's financial capability to manage the project.</p> <p>Required components of financial statement: statement of financial position (balance sheet), statement of (cash flow), income statement (profit and loss).</p> <p>Formula: Operating Cashflow ratios = Net Cashflow from operations / Current Liabilities</p>	<p>0 No Submission of financial Statement</p> <p>1 Submission of incomplete or irrelevant of financial Statement</p> <p>2 Operating Cash Flows Ratio $X \leq 0$</p> <p>3 Operating Cash Flows Ratio $X \leq 0.5$</p> <p>4 Operating Cash Flows Ratio $X > 0.5 _ X < 1$</p> <p>5 Operating Cash Flows Ratio $X \geq 1$</p>	10

The minimum threshold for technical/functionality [Stage 4] must be met or exceeded for a Respondent's Proposal to progress to Stage three for final evaluation

2.1 Stage 3- Price and B-BBEE

Evaluation criteria	Weighting
BBBEE	20
Price	80
TOTAL	100

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

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

$Pmin$ = Price of lowest acceptable Bid

Evaluation of Preference

Evaluation and final weighted scoring

- 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.

SECTION 4

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule **Section 11**.

- 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 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:
 - 7 negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
 - 8 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;
 - 9 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFQ.
 - 10 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)**

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.

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

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....

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

- 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 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.

.....

² 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.

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 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 19th 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

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

5.1 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

5.2 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.

5.3 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.

5.4 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.

5.5 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.

- 5.6 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.
- 5.7 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.
- 5.8 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.
- 5.9 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.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
- 6.1.1 **B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**
- 6.2 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.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

- 7.1.1 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 last 51% owned by:	EME <input checked="" type="checkbox"/>	QSE <input checked="" type="checkbox"/>
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		

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

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....
.....

8.6 **COMPANY CLASSIFICATION**

☐ Manufacturer

☐ Supplier

☐ Professional service provider

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

[TICK APPLICABLE BOX]

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

8.8 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
- iv) purchaser that the claims are correct;
- v) 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--	--

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.

- 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:**

PROJECT NAME: APPOINTMENT OF SERVICE PROVIDER FOR MAINTENANCE, SERVICING AND REPAIRS OF FIRE EQUIPMENT FOR A CONTRACT DURATION OF THIRTY SIX (36) MONTHS FOR THE (WCR).

Item no's	Description	Minimum Threshold for Local Content
A	Fasteners	
	1. Bolts (Steel Hex Bolts M6 X 20mm)	100%
	2. Nuts (8mm x 13mm x 6.5mm M10 Nut)	100%
B	Joining / Connecting Components	
	1. Brackets (100 x 125mm Bracket)	100%
C	Fabricated steel products	
	1. Cage (Double 50kg Gas Cage)	100%
D	Ducting and Structural Pipework	
	1. 32mm x 1m Galvanized pipe	100%
E	Valves products and actuals	
	1. Fire hydrants (80mm brass hydrant valve)	70%
	2. Pressure reducing valve (15mm compression)	70%

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

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.

- Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.

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

- 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.
- 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>. 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:

- The facts contained herein are within my own personal knowledge.
- 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)	RXXXXXXXXXXXXXXXXXX
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: _____

SECTION 9

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.

_____ (Sign – SERVICE PROVIDER)

_____ (Name – SERVICE PROVIDER)

COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON

STAMP :

NAME & SURNAME:

DESIGNATION/RANK :

PERSAL/EMPLOYEE NO:

PLACE/DATE:

SECTION 10

SCOPE OF WORK AND AREAS OF FOCUS- AS AND WHEN: MAINTENANCE, SERVICING AND REPAIR TO FIRE EQUIPMENTS (PARK STATION)

a. SCOPE OF THE DESIRED SOLUTION

To appoint one (1) Service Provider for maintenance, servicing, and repairs to fire equipment for Johannesburg Park Station on an As and When required bases for a period of 12 months.

PRASA CRES, Facilities Management is required to perform planned maintenance of its plant and equipment for statutory and regulatory compliance.

Equipment Life Span

- ❖ The life span of the fire extinguishers is 10 years as per SANS 1475-1

SANS 1475 Maintenance Requirements

The SANS 1475 recommended the below preventative maintenance for fire extinguishers:

- ❖ Annual Service – Preventative Maintenance

Site Information

- ❖ The fire extinguishers are located at Johannesburg Park Station.

Minimum work requirements and Legislations:

Maintenance of fire extinguishers shall as minimum conform to the following Procedure and or other legislative references (Gazetted Standards or OHS Regulations):

Note: above is the list of minimum regulations and legislative requirements that the contractor needs to adhere to as mandatory requirements (work should be carried out by competent personnel as prescribed in the law and shall be auditable by the employer at any given time.

Access to site

- ❖ Permission must be obtained from PRASA before an equipment can handed over to the contractor for works and such arrangements must be done prior and timeously.

Site Restrictions

❖ The safety file should be completed and approved by PRASA, Risk Department before commencement of work. The safety file is a living document and must be continuously updated with all requirements as specified by law. Also, will be auditable from time to time.

❖ Personal Protective Equipment should be issued before the commencement of work.

Extent of the works

The Contractor will be fully responsible for meeting all requirements in this document regarding the Works.

The Service provider will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works.

b. TARGETED AREA BY THIS PROJECT

The request is to appoint 1 service provider that will service the entire Park Station as per below areas:

- Metro concourse
- Platforms
- Western concourse
- Eastern Concourse
- Y-Concourse
- Bus waiting areas
- Bus loading areas
- Offices
- Shosholoza Meyl waiting area.
- Food court
- Mezzanine level
- Banking mall
- External areas

c. OTHER RELATED PROJECTS

None

1. SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

Technical capabilities, constraints, and other specific performance required of the work or product or services to accomplish:

- Service Provider must be registered with CIDB and Have a Grading of 2 SF or Higher
- Must be available 24 Hours and respond quickly.
- Be financially stable to cope with the workload.
- Supplier must have a staff structure that can cope with the required workload and give us a twenty-four (24) Hour turnaround time

a. Availability Requirements

The prospective bidder will be expected to be available to respond twenty-four (24) hours per day, seven (7) days per week, 365 days per year, as determined by the nature of a given situation and/or emergency.

The nature of work the service entails includes but not limited to, maintenance, servicing, & repair of damaged and vandalised fire equipment.

b. Maintenance Materials and Tools

The Service Provider is required to furnish all materials (except where indicated), labour, tools, and accessories required to complete the works.

All maintenance material, tools, and equipment to be used must be safe and sound at all times and meet calibration standards. Housekeeping is an essential component of good maintenance environment and therefore the Service Provider will be required to leave every asset in working order

c. Spare Parts Requirements

The Service Provider shall provide spare parts for repair of each unit and ensure the supply of replacement parts that are manufactured by the original equipment manufacturers (OEM) or parts that

are confirmed as equivalent by the Service Provider shall be approved by PRASA technical representative. The Service Provider shall have sufficient spares readily available for delivery and installation/repairs for all fire equipment under this contract, and shall provide a constant, high-quality service to properly protect all equipment from deterioration and to provide constant peak performance of the fire equipment.

A list of attainable replacements parts, by part number shall be furnished when requested by the Facilities Manager and the Service Provider will be responsible to maintain an up-to-date inventory. The parts shall be kept on stock and if not, the Service Provider must source the required spare and be available within 24 Hours. The Service Provider will be responsible for providing all the critical spares foreseeable for the fire equipment.

d. Service Types and Service Schedule

i. FIRE EQUIPMENT

Planned work referred to herein will include:

- Annual Service
- Replacement of parts including refilling / repairing as required

e. Maintenance Reports

All scheduled and planned maintenance and servicing shall be conducted and carried out during normal working hours at the cost tendered for in the Bill of Quantities. Visits to the premises will be as scheduled for the Service Provider to carry work on the maintenance units as per this specification. The fire equipment to be marked / noted on the equipment which is to be properly completed by the Service Provider on every visit and the reason for the visit recorded.

The Service Provider shall produce and issue to PRASA-CRES a written report of any testing, inspection, examination, investigation and/or assessment undertaken and execution of any repairs by the Service Provider. Reports will highlight:

- The type of work or service done
- Problems experienced
- Results of inspection
- Faults found and their priority thereof
- Replacement parts
- Recharging / refilling of units

- Date of service and date of next service
- Monthly service⁴ records of all equipment

f. Audits and Quality Control

Quotations for any corrective work required shall be submitted to PRASA-CRES and on the approval of such quotations the Service Provider will correct or repair accordingly.

PRASA-CRES reserves the right to conduct an independent safety and quality audit to be carried out on the maintenance performance of the units. The Service Provider shall provide his own quality controls to ensure compliance with the specifications, unit's maintenance manuals, any changes to legislation or regulations applicable to the maintenance units and possible modernisation products to upgrade or to improve the reliability and performance of the units will be brought to PRASA-CRES for consideration.

g. Maintenance work

The Service Provider shall regularly and systematically examine the "equipment" in accordance with all the "regulations", the Agreement, the "manufacturer's requirements" and the Service Provider's "maintenance plan", and perform the necessary adjustments, component replacements, as specified by the "manufacturer".

h. Maintenance plan

The Service Provider shall prepare a detailed "maintenance / service plan" for the "equipment", which the Client shall review and acknowledge. The maintenance shall only be considered acceptable if it is presented as a one (1) bound and indexed document.

The Service Provider shall perform the maintenance in accordance with the "maintenance / service plan". Acceptance of the "maintenance service plan" by the Client or its duly appointed agents shall not limit in any way the Service Provider's responsibility to undertake whatever tasks are required during the "term" of the Agreement to ensure achievement of the "maintenance objectives" and safe operation of the "equipment".

The "maintenance service plan", which is an integral part of the Agreement, shall include, as a minimum, the month-by-month program for the contractual period detailing the "maintenance / service work" planned to be carried out on each unit.

The “maintenance work” shall be monitored and reported against the “maintenance service plan”, and the terms and conditions of the Agreement. The “maintenance service plan” shall be reviewed and updated as necessary by agreement between the parties.

Where the “maintenance plan” is in conflict, by way of offering a lesser service, with the Agreement, the Agreement shall be deemed to supersede the Service Provider’s “maintenance service plan”.

In addition, the “maintenance service plan” shall clearly indicate:

The safety procedures to be followed when “call-outs” are received. These procedures shall include from the time the call-out is received to the time the “equipment” is put back into operation.

A brief but clear description on how the “maintenance time” is calculated for “repair / replacement or refilling” of fire equipment. A “maintenance time” calculation sheet shall be considered as an acceptable description.

The actual planned or target “maintenance time” for specific “units”.

10. Pricing Schedule

10.2 Material/Equipment schedule of rates

ITEM NO	DESCRIPTION	UNIT	RATES
A01	Service 1 kg STP extinguishers	Ea	
A02	Service 1.5 kg STP extinguishers	Ea	
A03	Service 2.5 kg STP extinguishers	Ea	
A04	Service 4.5 kg STP extinguishers	Ea	
A05	Service 9 kg STP extinguishers	Ea	
A06	Service 50 kg STP extinguishers	Ea	
A07	Service 2 kg co ² extinguishers	Ea	
A08	Service 5 kg co ² extinguishers	Ea	
A09	Service 6.8 kg co ² extinguishers	Ea	
A10	Service 50 kg co ² extinguishers	Ea	
B01	Recharge 1 kg STP extinguishers	Kg	
B02	Recharge 1.5 kg STP extinguishers	Kg	
B03	Recharge 2.5 kg STP extinguishers	Kg	

B04	Recharge 4.5 kg STP extinguishers	Kg	
B05	Recharge 9 kg STP extinguishers	Kg	
B06	Recharge 50 kg STP extinguishers	Kg	
B07	Recharge 2 kg co ² extinguishers	Kg	
B08	Recharge 5 kg co ² extinguishers	Kg	
B09	Recharge 6.8 kg co ² extinguishers	Kg	
B10	Recharge 50 kg co ² extinguishers	Kg	
D01	Service existing fire hose reel	Ea	
D04	Supply new nozzle	Ea	
D05	Supply new clamp	Ea	
D07	Supply fire hose reel gooseneck	Ea	
E01	Service existing fire hydrant	Ea	
E02	Supply new hydrant washer	Ea	
E03	Supply new hydrant complete.	Ea	
E04	Supply new red hydrant hose(30mt x 65mm with male & female)	Ea	
E05	Supply new hydrant hose nozzle (open & close type)	Ea	
E06	Supply new hydrant hose nozzle (straight through type)	Ea	
E07	Service existing hydrant hose	Ea	
E08	Supply hydrant hose coupling 65mm M/F pair	Ea	
E09	Supply new fire hydrant blank cap	Ea	
F01	Supply new 290 x 290 mm signage	Ea	
F02	Supply new 190 x 190 mm signage	Ea	
F03	Supply new chevron board	Ea	
F04	Supply new backing board	Ea	

F05	Supply double sided hanging aluminium frame signage with chain, (ABS normal) 190 x 380 mm.	Ea	
F06	Supply double sided hanging aluminium frame signage with chain, (ABS normal) 290 x 580 mm.	Ea	
G01	Supply new (4.5 kg STP DCP) cabinet	Ea	
G02	Supply new (9 kg STP DCP) cabinet	Ea	
G03	Supply new (5 kg co ²) cabinet	Ea	
G04	Supply new hydrant hose cabinet	Ea	
G05	Supply new hose reel cabinet	Ea	
H01	Service fire booster connection.	Ea	
H02	Service sprinkler booster system.	Ea	
H03	Supply new booster connection	Ea	
H04	Supply new booster connection protective cap	Ea	
I01	15 mm x 68 Degree Upright Sprinkler Head (Red)	Ea	
I02	15 mm x 68 Degree Pendant Sprinkler Head (Red)	Ea	
I03	15 mm x 141 Degree Upright Sprinkler Head (Blue)	Ea	
I04	15 mm x 141 Degree Pendant Sprinkler Head (Blue)	Ea	

Labour, Transport and Mark-Up Price Schedule Against Estimated Quantity -Fire Equipment

Description	Unit	Estimated Quantities per annum but not limited to	Rate	Amount
MATERIAL				
Provisional sum	Sum	1	400 000,00	400 000,00
Percentage mark-up on material – Proof of material cost would be required.	Percentage	%	_____ %	
LABOUR				
The Service Provider is to tender their total cost per hour on site per qualified Artisan and an assistant to perform service and repairs during normal working hours . This cost shall be averaged between the furthest and the closest distance covered in terms of the contract. it shall also include the traveling cost but to exclude material, which has previously been dealt with in this contract.	Artisan	hrs.	2160	
	General labour	hrs	2160	
The Service Provider is to tender their total cost per hour on site per qualified Artisan and an assistant to perform service and repairs during After working hours and Saturdays . This cost shall be averaged between the furthest and the closest distance covered in terms of the contract. it shall also include the traveling cost but to exclude material, which has previously been dealt with in this contract	Artisan	hrs	840	
	General labour	hrs	840	
The Service Provider is to tender their total cost per hour on site per qualified Artisan and an assistant to perform service and repairs during Sundays and Public holidays working hours . This cost shall be averaged between the furthest and the closest distance covered in terms of the contract. it shall also include the traveling cost but to exclude material, which has previously been dealt with in this contract	Artisan	hrs	600	
	General labour	hrs	600	
Total				
Value Added TAX at 15%				

PRICING LABOURS RATES FOR REPAIRS

Labour rates (part 1) --NB! Any repairs to proceed, service provider shall strip, diagnose, and quote. The approval will be granted for any repairs. All transport and overheads are to be included within the below pricing.

IMPORTANT NOTE

The tender amounts provided must include ALL COSTS for Maintenance, Servicing and Repairs of Fire equipment. The tendered amount shall further include profit, mark up, overheads, tools, General worker and all necessary equipment needed to offer the services.

Service Provider undertakes to adhere to the National Minimum Wage Act 66 of 1995 and the latest relevant gazetted updated rates as amended and published from time to time in the Government Gazette, including the Minimum General worker rates of the BIBC (Building Industry Bargaining Council) as updated. These employment conditions are gazetted in the Collective Agreement by the minister of General worker and as such becomes law, failure to adhere to this will result in termination and cancellation of contract.

NOTE: This is a As & When contract and therefore service providers are advised to factor in the escalations as per the statutory requirements for the following years