



prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: ECR/CRES/12/08/2022

**THE PROVISION OF THREE (3) GENERAL BUILDING CONTRACTORS ON AS AND
WHEN BASIS FOR A PERIOD OF 6 MONTHS IN THE EASTERN CAPE REGION (ECR)**

SECTION 1: SBD1

PART A INVITATION TO BID

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

BID NUMBER:	ECR/CRES/12/08/2022	CLOSING DATE:	25 August 2022	CLOSING TIME:	12:00
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DESCRIPTION	THE PROVISION OF THREE (3) GENERAL BUILDING CONTRACTORS ON AS AND WHEN BASIS FOR A PERIOD OF 6 MONTHS IN THE EASTERN CAPE REGION (ECR)
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BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

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

**PRASA CRES ECR
NO8 STATION ROAD, EAST LONDON STATION**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	LULEKA MTYALA
TELEPHONE NUMBER	043 700 2329
E-MAIL ADDRESS	lmtyala@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] ☐ Yes ☐ No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] ☐ Yes ☐ 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]

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN

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 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 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 2 GB 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 1	
Mandatory / Prequalification Criteria	
Stage 2	
Non-Mandatory compliance	
Stage 3 Not applicable	
Technical/Functional Criteria	Testing of capacity – meet minimum threshold of 70%
Stage 4 - 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 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 **NO BRIEFING**

A Compulsory **Teams RFQ** briefing session will be held on the and information will not be repeated for the benefit of Respondents joining late.

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)	Declaration document for local content and production SBD 6.2 (Must be completed and signed)	
b)	Annexure C – Local Content Declaration – Summary Schedule2 (Must be completed and signed)	
C)	Price Schedule and Pricing form (Section 4) 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.	
d)	Completion and submission of RFQ documents, SBD forms, Commissioner of Oats and with ALL declarations must be completed and duly signed	
e)	Joint Venture / Consortium agreement / Trust Deed/ Confirmation in writing of their intention to enter into a JV or consortium agreement signed by all parties. (if applicable) Note: A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE	
f)	Joint Venture / Consortium agreement / Trust Deed/ Confirmation in writing of their intention to enter into a JV or consortium agreement signed by all parties. (if applicable) Note: A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE	
g)	Proof of CIDB grading 2GB or higher.	

Stage 2: 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	
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)	Valid Original, or certified copy of Letter of Good Standing (COIDA)	
f)	Annexure D – Imported Content Declaration – Supporting Schedule to Annex C	
g)	Annexure E – Local Content Declaration – Supporting Schedule to Annex C	

Stage 2.2: 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)	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) 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: 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.	

2.1 Stage 3

Technical / Functionality Requirements (Not applicable)

Scoring of Functionality:

The minimum threshold for Technical/functionality criteria is **70%** and bidders who score below this minimum will not be considered for further evaluation in terms of price and B-BBEE.

CRITERIA	WEIGHT	SCORES

2.2 Stage 4- 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

- 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.

SECTION 6

SBD4

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**

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.

2.2.1 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 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

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.

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 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 defined 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 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		

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.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

SECTION 8**SBD 6.2****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: AS AND WHEN GENERAL BUILDING REPAIRS AND MAINTENANCE	
Tender item no's	Description	Minimum Threshold for Local Content
1	<u>CONCRETE FORMWORK AND REINFORCEMENT</u>	
	<u>REINFORCEMENT</u>	
a)	Fabric reinforcement	100%
2	<u>MASONRY</u>	
	Brickwork reinforcement	100%
3	<u>ROOF COVERINGS ETC</u>	
a)	0.5mm Galvanised roof sheets	100%
b)	Ridge capping.	100%
4	<u>Galvanised metal flashing</u>	
a)	100 x 200mm Barge angle	100%
5	<u>STRUCTURAL STEEL</u>	
a)	Fabricated Structural Steel	100%
6	<u>HOT DIPPED GALVANISED PURLINS, GIRTS, BRACING, ETC</u>	
	<u>STRUCTURAL STEEL TO LEAN-TO ROOF AS PER ENGINEER'S DETAIL</u>	
a)	120 IPE Stanchions and beams with base plate and top fixing plate	100%
7	<u>METALWORK</u>	
a)	Galvanised steel screens and gates	100%
8	<u>GALVANISED STEEL MESH STONEGUARD</u>	
a)	Security wire mesh screens to frames	100%
9	<u>Security Mesh</u>	
a)	Security welded mesh wire	100%
10	<u>ALUMINIUM WINDOWS - NATURAL ANODISED</u>	
a)	Natural anodised aluminium windows, doors, etc.	100%
11	<u>SEAT SUPPORT</u>	
a)	Welded metal angle seat support	100%
12	<u>CANTEEN TABLE</u>	
a)	Tubular metal table and metal seating	100%

	PROJECT NAME: AS AND WHEN GENERAL BUILDING REPAIRS AND MAINTENANCE	
13	<u>DRAINAGE</u>	
a)	Aluminium gutters	100%

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.

4. 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

- 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. 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: _____

1 INSTRUCTIONS FOR COMPLETING THE RFQ

1.1 All responses to the RFQ must be submitted in sealed envelopes boxes;

SECTION 9**CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING NOT APPLICABLE**

It is hereby certified that

_____ Representative(s) of
_____ [name of entity]
has attended the RFQ Briefing session to which this enquiry relates.

FOR / ON BEHALF OF PRASA

DESIGNATION

Name _____

Signature _____

Acknowledgement

It is hereby certified that the bidder has acquainted himself /themselves with the RFQ enquiry

THUS DONE and SIGNED at _____ on this _____ day of _____
20....

DULY AUTHORISED SIGNATORY(IES) WITNESSES

Signature _____ Name _____

Signature _____ Name _____

SECTION 10

COMMISSIONER OF OATHS

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 11

THE PROVISION OF THREE (3) GENERAL BUILDING CONTRACTORS ON AS AND WHEN BASIS FOR A PERIOD OF 6 MONTHS IN THE EASTERN CAPE REGION (ECR)

Competent service providers are required for a period of 6 months to provide qualified General Building Artisans for the execution of the scope of work. Non-competent staff will not be allowed to work on PRASA infrastructure and equipment.

The scope of work is the repair, service and maintenance of station facilities including administration buildings, buildings occupied by PRASA CRES tenants, platforms, ablutions and waiting areas, change facilities, security and ticket selling points in order to ensure minimum interruption to the operations and business of PRASA. A breakdown of the scope of work is as follows:

1. SCOPE OF WORK AND AREAS OF FOCUS

a. SCOPE OF THE DESIRED SOLUTION

To appoint (3) general building contractors on an As and When basis to repair and maintain the facilities for a period of 6 months in the Eastern Cape Region

The scope of works will cover repairs and maintenance as required, but not limited to the following building related works as noted below.

Building related works internal structures

- Tiling
- Internal walls
- Carpentry and Joinery
- Ironmongery
- Metal Works
- Glazing
- Ceiling

Building related works external structures

- Gutters, downpipes and roof covering
- External walls
- Doors security gates
- Window bugler bars
- Boundary walls, gates and fencing

Access ways, bridges, subways, platforms, parking areas, commuter shelters and common areas

- Paving (brick and concrete)
- Tar surface
- Manhole covers
- Social distance markings
- Painting of Platform yellow lines
- Car park line markings
- Soffit ceilings

Additional information

- The service provider should provide vehicles suitable for the execution of the operations
- Suitable vehicles are “bakkies” and light duty trucks for the transportation of employees and materials and to respond to call-outs.
- The service provider should have a workshop or office close to the corridor in order to respond timeously to the call-outs.
- Kilometers for traveling to the stations and depots will be reimbursed from the base station of that corridor in terms of the rate per kilometre priced by the service provider.
- During the contract term the Contractor shall furnish all parts, materials, tools, equipment, manpower, and consumables to complete the work.
- The repair parts used by the Contractor shall be new and unused. The Contractor is responsible to provide new parts and execute the repairs
- In the event that the unit is beyond repair a delegated PRASA official will examine the component and provide authorization for the purchase of a new component
- If a bidder is considered for more than one corridor a written confirmation and supporting documentation to substantiate the capacity to meet its obligation shall be requested.
- Bidders shall submit proof of lease agreement or ownership of workshop/offices including rates and taxes as proof of footprint for the corridor that they are bidding for.

a. DETAILS ON THE PREFERRED SOLUTION

The preferred solution shall address the issues of capacity and staff shortages by introducing (3) contractors that will be allocated at various corridors in order to achieve the acceptable business turnaround time in response to emergency repairs and unplanned maintenance.

Table 1: EAST LONDON

	STATIONS	CATEGORY
1	EAST LONDON	CORE
2	SOUTHERNWOOD	INTERMEDIATE
3	PANMURE	SMALL
4	CHISELHURST	SMALL
5	VINCENT	INTERMEDIATE
6	CAMBRIDGE	SMALL
7	HIGHGATE	SMALL
8	HORSESHOE	HALT
9	DAWN	SMALL
10	WILSONIA	SMALL
11	ARNOLDTON	SMALL
12	MTSOTSO	INTERMEDIATE
13	MDANTSANE	INTERMEDIATE
14	MT.RUTH	CORE
15	EGERTON	CORE
16	FORT JACKSON	CORE
17	LONETREE	HALT
18	BLANEY	SMEYL
19	BERLIN	CORE
20	KING WILLIAMS TOWN	INTERMEDIATE

Table 2: GQEBERHA

	<i>STATIONS</i>	<i>CATEGORY</i>
1	GQEBERHA	CORE
2	NORTH END	SMALL
3	SYDENHAM	SMALL
4	NEW BRIGHTON	INTERMEDIATE
5	SWARTKOPS	CORE
6	REDHOUSE	SMALL
7	PERSEVERANCE	SMALL
8	DESPATCH	SMALL
9	DE MIST	CORE
10	UITENHAGE	CORE
11	ALOES	HALT
12	CUYLOR MINOR	HALT

Table 3: MLPS

	<i>STATIONS</i>	<i>CATEGORY</i>
1	STUTTERHEIM	SMEYL
2	CATHCART	SMEYL
3	QUEENSTOWN	SMEYL
4	STERKSTROOM	SMEYL
5	MOLTENO	SMEYL
6	BURGERSDORP	SMEYL

	<i>STATIONS</i>	<i>CATEGORY</i>
7	PATERSON	SMEYL
8	ALICEDALE	SMEYL
9	COOKHOUSE	SMEYL
10	CRADOCK	SMEYL
11	ROSEMEAD	SMEYL
12	NOUPOORT	SMEYL

2. SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

a. SPECIFICATION- AS AND WHEN: GENERAL BUILDING MAINTENANCE.

PREAMBLE

PRASA CRES Facilities department has a mandate to the general upkeep of PRASA Group Facilities here in referred to as all buildings, plants and equipment's. In its endeavor to achieve the said mandate its service provisions cover the following:

- Preventative Maintenance
- Periodic Maintenance
- Routine Maintenance
- Deferred Maintenance
- Reactive Maintenance

With the following Priority Levels:

- Emergency- an incident that threatens endangers personal safety or property and prevents or limits the usage of a building, plant and equipment.
- Urgent – an incident that does not threatens, endangers personal safety or property but does prevents or limits the usage of a building, plant and equipment.
- Non-Urgent- an incident that is defined or falls under the general repairs, deferred maintenance or reactive maintenance of a non-urgent nature, where a building, plant and equipment is secured and use of it is not disrupted.

Service performance measurements and expectations

- **Emergency & Urgent Faults** - Response time for non-emergency items shall be 24 hours from the call out time and completion as per marked related time to repair the fault as per job card or work order.
- **Normal Faults** - Response time for non-emergency items shall be within working days stipulated in the works order from the call out time and completion as per marked related time to repair the fault.

Completion of works, upon the completion of work the service Provider must submit the following:

- Signed job card by the Project Manager or leader (job completion form)
- Guarantee/ Warranty certificates to cover a free maintenance period
- Maintenance programs or plan for

Safety and Quality of Materials and Workmanship:

- All materials supplied to be SABS approved and workmanship to meet the requirements of the PRASA Norms, Guidelines and Standards (NGS) and the National Building Regulations (NBR).
- All work performed on PRASA premises to comply with the requirements of the Occupational Health and Safety Act of 1993.
- The successful bidder shall be required to comply with the regulations issued in terms of the Disaster Management Act in relation to COVID-19.
- Works with poor workmanship will not be signed off and PRASA CRES reserve the right to withhold payments until satisfied with the quality of the works.

Non-Compliance:

Safety – PRASA CRES Facilities department will at all times ensure that work is performed in accordance with all the prescribed legal prescripts and indemnifies itself from taking any responsibility if any service provider appointed violates these statutory prescripts.

Response time – if an appointed service provider as per the General provisions of the As and When fails to adhere to the priority levels as prescribed PRASA CRES Facilities department hereby reserves the right to penalise the service provider to a penalty fee of 10% of the value of the contract and if this provision is continually violated the contract will be terminated.

Guidelines for variations

- No payments will be processed or entertained pertaining to deviations from the original scope of work.
- No approval will be granted for deviation and the contractor shall ensure that the work done is as approved by the project manager.

c) DURATION OF THE SERVICE

Services of general building maintenance contractors will be contracted for a period of 6 Months

8. EVALUATION METHODOLOGY

8.1 TRANSFORMATION PROCUREMENT

- a. PRASA may transform its procurement spend by utilising the following:
 - ii. PPPFA allows organs of state to utilise prequalification criteria for preferential procurement.
 - iii. PPPFA allows organs of state to use objective criteria and stipulate same in the tender document.

NB: Tenderers are required to meet minimum stipulated threshold for local production and content for designated sectors for construction in accordance with the Preferential Procurement Regulation, 2017.

All annexures relating to local content are stipulated in SBD 6.2 form.

- i. The PPPFA Regulations, 2017, prescribe how Local Production and Content is to be measured in public sector Bids. In terms of these regulations when issuing bids involving designated sectors, PRASA must advertise such bids with a specific bid condition that only locally produced or manufactured Goods or Services which meet a stipulated minimum threshold for local production and content will be considered. For example, if the stipulated minimum threshold for LOCAL CONTENT is 70%, this means that 70% of the bid price must be spent on LOCAL CONTENT (i.e. everything that is not included in Imported Content.)
- ii. Designated sectors, sub-sector or industry or product, are those sectors which in accordance with national development and industrial policies have been designated by the DTI in consultation with National Treasury, for Local Production and Content. The National Treasury must inform organs of state of any designation made through a circular / instruction note. The circulars/instructions issued by NT on designated sectors must always be strictly adhered to when bids in these sectors are issued. Refer to NT's website for the latest list of designated sectors. Further please refer to the circulars/instructions issued by NT as certain sectors have designated sub-sectors/components in addition to the overall thresholds.
- iii. PRASA, its Divisions and Subsidiaries are to note that local content is applicable to all designated

products irrespective of the value unless indicated otherwise in the specific Instruction/Circular.

- iv. PRASA, its Divisions and Subsidiaries must be aware that certain Bidders may have approach the DTI to be exempted from meeting all LOCAL CONTENT requirements. Where such exemption has been received by a Bidder, Procurement must request a copy of such exemption from the Bidder with their Bid submission.
- v. Based on the results above the GCPO must engage the DTI to seek exemption from the LOCAL CONTENT requirement. The application for an exemption must be accompanied by a report of the outcome from the above exercise, as proof of the status of the market. Should an exemption be granted, the exemption must be referred to in the Bid document.
- vi. Where, after the contract has been awarded, a bidder can no longer meet the LOCAL CONTENT requirements, Procurement and the end user must deal with such a bidder in terms of the contractual terms and conditions relating to non-performance. However, there are National Treasury Instruction Notes that were issued with a clause which affords bidders an opportunity to approach the DTI with a request for exemption. In this regard, Procurement and the end-user must always verify if exemption is applicable against that specific Instruction Note.

LOCAL CONTENT Requirements in Bid Documents

It is a requirement that the following documents be listed as mandatory returnable documents, whenever a minimum threshold for LOCAL CONTENT is required:

- i. Declaration Certificate for Local Production and Content [SBD 6.2]; and
- ii. Annexure C – Local Content Declaration: Summary Schedule.
- iii. The following documents are supporting schedules and may be requested as essential returnable documents if PRASA would like to verify them for a particular bid:
- iv. Annexure D – Imported Content Declaration: Supporting Schedule to Annexure C; and
- v. Annexure E – Local Content Declaration: Supporting Schedule to Annexure C

SBD 6.2 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 calculations 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)].

General Conditions

- 2.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 2.2. 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.
- 2.3. 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.
- 2.4. 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.
- 2.5. The local content (LOCAL CONTENT) 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:

$$\text{LOCAL CONTENT} = [1 - x / y] * 100$$

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.

2.6. 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;

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:

a. LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

9. Below is a summary of work related items applicable to local content requirement:

	PROJECT NAME: AS AND WHEN GENERAL BUILDING REPAIRS AND MAINTENANCE	
Tender item no's	Description	Minimum Threshold for Local Content
1	<u>CONCRETE FORMWORK AND REINFORCEMENT</u>	
	<u>REINFORCEMENT</u>	
a)	Fabric reinforcement	100%
2	<u>MASONRY</u>	
	Brickwork reinforcement	100%
3	<u>ROOF COVERINGS ETC</u>	
a)	0.5mm Galvanised roof sheets	100%
b)	Ridge capping.	100%
4	<u>Galvanised metal flashing</u>	
a)	100 x 200mm Barge angle	100%
5	<u>STRUCTURAL STEEL</u>	
a)	Fabricated Structural Steel	100%
6	<u>HOT DIPPED GALVANISED PURLINS, GIRTS, BRACING, ETC</u>	
	<u>STRUCTURAL STEEL TO LEAN-TO ROOF AS PER ENGINEER'S DETAIL</u>	
a)	120 IPE Stanchions and beams with base plate and top fixing plate	100%
7	<u>METALWORK</u>	
a)	Galvanised steel screens and gates	100%
8	<u>GALVANISED STEEL MESH STONEGUARD</u>	

	PROJECT NAME: AS AND WHEN GENERAL BUILDING REPAIRS AND MAINTENANCE	
a)	Security wire mesh screens to frames	100%
9	<u>Security Mesh</u>	
a)	Security welded mesh wire	100%
10	<u>ALUMINIUM WINDOWS - NATURAL ANODISED</u>	
a)	Natural anodised aluminium windows, doors, etc.	100%
11	<u>SEAT SUPPORT</u>	
a)	Welded metal angle seat support	100%
12	<u>CANTEEN TABLE</u>	
a)	Tubular metal table and metal seating	100%
13	<u>DRAINAGE</u>	
a)	Aluminium gutters	100%

10. CONTRACTOR PRICING SCHEDULE

10.1. Pricing Schedule for (EAST LONDON) Corridor

Note that the base station for this corridor for the purpose of reimbursement of kilometres is the (EAST LONDON) Station.

Item	Description		Unit	Rate	Amount
1	Provisional Sum (Material)	Material	Sum		
2	Percentage mark-up for materials	Material	%		
3	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 (06:00 – 18:00) . This cost shall exclude material, which has previously been dealt with in this schedule.	Artisan	Rate/hour		
4		General Worker	Rate/hour		
5	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 (18:00 – 06:00) . This cost shall exclude material, which has previously been dealt with in this schedule.	Artisan	Rate/hour		
6		General Worker	Rate/hour		
7	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 Sunday and Public Holiday . This cost shall exclude material, which has previously been dealt with in this contract	Artisan	Rate/hour		
8		General Worker	Rate/hour		
9	Call-out rate (only when there is no fault found)		Sum		
10	Travel cost		Rate/ km		
	Sub-Total				R
	Add VAT @15%				R
	Total				R

10.2. Pricing Schedule for (PORT ELIZABETH) Corridor

Note that the base station for this corridor for the purpose of reimbursement of kilometres is the (PORT ELIZABETH) Station.

Item	Description		Unit	Rate	Amount
1	Provisional Sum (Material)	Material	Sum		
2	Percentage mark-up for materials	Material	%		
3	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 (06:00 – 18:00) . This cost shall exclude material, which has previously been dealt with in this schedule.	Artisan	Rate/hour		
4		General Worker	Rate/hour		
5		Artisan	Rate/hour		
6		General Worker	Rate/hour		
7	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 (18:00 – 06:00) . This cost shall exclude material, which has previously been dealt with in this schedule.	Artisan	Rate/hour		
8		General Worker	Rate/hour		
9	Call-out rate (only when there is no fault found)		Sum		
10	Travel cost		Rate/ km		
	Sub-Total				R
	Add VAT @15%				R
	Total				R

10.3 Pricing Schedule for (MLPS) Corridor

Note that the base station for this corridor for the purpose of reimbursement of kilometers is the (CRADOCK and QUEENSTOWN) Station.

Item	Description		Unit	Rate	Amount
1	Provisional Sum (Material)	Material	Sum		
2	Percentage mark-up for materials	Material	%		
3	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 (06:00 – 18:00) . This cost shall exclude material, which has previously been dealt with in this schedule.	Artisan	Rate/hour		
4		General Worker	Rate/hour		
5	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 (18:00 – 06:00) . This cost shall exclude material, which has previously been dealt with in this schedule.	Artisan	Rate/hour		
6		General Worker	Rate/hour		
7	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 Sunday and Public Holiday . This cost shall exclude material, which has previously been dealt with in this contract	Artisan	Rate/hour		
8		General Worker	Rate/hour		
9	Call-out rate (only when there is no fault found)		Sum		
10	Travel cost		Rate/ km		
	Sub-Total				R
	Add VAT @15%				R
	Total				R

IMPORTANT NOTE

The tender amounts provided must include ALL COSTS for providing general building maintenance and repairs services. The tendered amount shall further include profit, mark up, overheads, tools, General worker and all necessary equipment needed to offer the services.

Contractor undertakes to adhere to Act No. 9 of 2019 or the latest relevant gazette: National Minimum Wage Act, 2019 AND Gazette Vol. 643 23 January 2019 No. 42182, including the Minimum General worker rates of the BIBC (Building Industry Bargaining Council) 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 As & When contract and therefore service providers are advised to factor in the escalations as per the statutory requirements for the following years