



**prasa**

PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

## REQUEST FOR QUOTATION (RFQ)

**RFQ NUMBER: KZN/RAIL/10/2022/002/Q**

**REQUEST FOR QUOTATION (RFQ) FOR: SUPPLY WINDOWS AND WINDOWPANES FOR 10M AND 5M COACHES AT METRORAIL KZN FOR A PERIOD OF THREE YEARS**

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

BID NUMBER:	KZN/RAIL/10/2022/002/Q	CLOSING DATE:	27 October 2022	CLOSING TIME:	12:00
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DESCRIPTION	SUPPLY WINDOWS AND WINDOWPANES FOR METRORAIL KZN FOR A PERIOD OF THREE YEARS
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**BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE **BID BOX NO.07** SITUATED AT (STREET ADDRESS):

**65 MASABALALA YENGWA AVENUE****PRASA REGIONAL OFFICE FOYER AREA****KWAZULU NATAL****BID SUBMISSION REGISTER MUST BE COMPLETED WHEN DROPPING OFF BIDS****BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

CONTACT PERSON	<b>Nomfundo Zantsi</b>
TELEPHONE NUMBER	<b>0318130105</b>
E-MAIL ADDRESS	<b>Nomfundo.Zantsi@prasa.com</b>

**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	

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

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

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

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

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

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

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

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

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

**1. BID SUBMISSION:**

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER**

1.3. **PRESCRIBED IN THE BID DOCUMENT.**

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

**2. TAX COMPLIANCE REQUIREMENTS**

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

- 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 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.

#### **3 LEGAL COMPLIANCE**

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

#### **4 CHANGES TO QUOTATIONS**

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

#### **5 PRICING**

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

#### **6 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.

#### **7 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;
- Reject Quotations submitted after the stated submission deadline or at the incorrect venue ;

Should a contract be awarded on the strength of information furnished by the 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.

## **8 LEGAL REVIEW**

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

## **9 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/>.

## **10 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.

## **11 EVALUATION METHODOLOGY**

PRASA will utilise the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider, if so required: (

<b>EVALUATION CRITERIA</b>	<b>WEIGHTING</b>
Stage 1	Compliance
Mandatory Compliance	Basic Compliance

Stage 2-	Technical/Functionality N/A
Technical/Functional Requirements (If applicable)	Threshold of N/A
Stage 3	Price and BBBEE
Price	80
BBBEE	20
TOTAL	100

## 12 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.

## 13 VALIDITY PERIOD

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

13.2 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 delegated authority has approved the process the validity of the successful respondent(s)' bid will be deemed to remain valid until finalization of the of award.),

## 14 DISCLOSURE OF PRICES QUOTED

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

## 15 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:

### 15.1. Mandatory Returnable Documents

Failure to provide 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 documents are returned with their Quotations.

## SECTION 3

### 1 EVALUATION CRITERIA:

**Stage1 & Stage2:** Adherence to Prequalification requirements and Compliance checklist

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

If you do not submit the following mandatory documents your Proposal/Quote will be disqualified automatically:

No.	Description of requirement	
a)	Price Schedule / Pricing form	
b)	Completion of ALL RFQ declarations	
c)	Completed, Signed and Stamped Commissioner of Oaths	
d)	SBD 6.2 (Declaration Certificate for Local Content)	
e)	Annexure C: Local Content Declaration (Summary Schedule)	
f)	Annexure C: Local Content Declaration to be completed per line item, failure to comply will result in your quote being disqualified.	
g)	Joint Venture / Consortium agreement / Trust Deed	
h)	Contractors must quote on all items listed on the BOQ	
i)	Bidders to complete submission register when dropping off bids into the tender-box	

The following documents are mandatory however bidders will not be automatically disqualified if not submitted Prasa will request the documents and must be made available at the time of request:

No.	Description of requirement	
a)	Valid Tax Clearance Certificate and or SARS Issued Pin	
b)	CSD report / CSD reference number	
c)	Valid and Original, or certified copy of Letter of Good Standing (COID)	

**NB: Valid BBBEE Certificate from a SANAS accredited rating agency (Original or Certified) or affidavit signed by the Commissioner of Oath**

## 2.1 Stage 3

### Technical / Functionality Requirements N/A

#### Scoring of Functionality:

The minimum threshold for Technical/functionality criteria is (N/A) 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 Stage4- Price and B-BBEE

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

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

Where:

$P_s$  = Score for the Bid under consideration

$P_t$  = Price of Bid under consideration

$P_{min}$  = Price of lowest acceptable Bid

### Evaluation of Preference

Evaluation and final weighted scoring

- 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 8 B-BBEE claim form.**

## SECTION 4

### PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule **Annexure:** .....

- 1 Prices must be quoted in South African Rand, inclusive of VAT.
- 2 Price offer is firm and clearly indicate the basis thereof.
- 3 Pricing Bill of Quantity is completed in line with schedule if applicable.
- 4 Cost breakdown must be indicated.
- 5 Price escalation basis and formula must be indicated.
- 6 To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 7 Please note that should you have offered a discounted price(s), PRASA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- 8 Respondents are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Respondent. PRASA may:
  - 9 negotiate a market-related price with the Respondent scoring the highest points;;
  - 10 if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points;
  - 11 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;
  - 12 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFQ.
  - 13 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.

### **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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:  
 .....  
 .....

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

2.3.1 If so, furnish particulars:  
 .....  
 .....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

## SECTION 7

### B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the ..... 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
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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-BBBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 2.25 “**Rural Area**” i) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land

tenure system.

- 2.26 “**QSE**” means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.27 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.28 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.29 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.30 “**Township**” means an urban living area that any time from the late 19<sup>th</sup> century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994
- 2.31 “**Treasury**” meaning assigned to it in Section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
- 2.32 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.33 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.34 “**Youth**” meaning assigned to it in terms of Section 1 of National youth Development Agency Act, 2008 (Act No. 54 of 2008).

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

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

**4. POINTS AWARDED FOR PRICE**

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

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

**80/20**

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = 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:

5.2

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

5.3 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances PRASA would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at [www.dti.gov.za/economic\\_empowerment/bee\\_codes.jsp](http://www.dti.gov.za/economic_empowerment/bee_codes.jsp).

- 5.4 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.
- 5.5 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating a Verification Agency accredited by SANAS.
- 5.6 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

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

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	<input type="checkbox"/>	NO	<input type="checkbox"/>
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- 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	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

**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 purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have.

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) if the successful bidder subcontracted a portion of the bidder to another person without disclosing it, PRASA reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

<p><b>WITNESSES</b></p> <p>1. ....</p> <p>2. ....</p>
---

<p>.....</p> <p><b>SIGNATURE(S) OF BIDDERS(S)</b></p> <p><b>DATE:</b> .....</p> <p><b>ADDRESS</b> .....</p> <p>.....</p> <p>.....</p>
---

**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:**

	<b>DESCRIPTION</b>	<b>Minimum Threshold for Local Content</b>
1	Glass, laminated; type safety, color clear, 684mm x 522mm x 10.52mm thick, double laminate, 3 layers of glass (Material no: M000006300)	Rail Rolling Stock, car body, windows, 100%
2.	Glass, laminated, 620mm x 255mm x 6mm thick, clear toughened glass, with 25mm black silkscreen all round; (Material no: M00015928)	Rail Rolling Stock, car body, windows, 100%
3	Glass, colour clear, application driver's window, dimensions 554 x 718 x 6 mm, Lexan margard polycarbonate; (Material no: M00033995)	Rail Rolling Stock, car body, windows, 100%
4	Glass, safety, single plate; type number indicator, safety, 267 x 613 x 6 mm, glass type heat treated;(Material no: M00034104)	Rail Rolling Stock, car body, windows, 100%
5	Plastic sheet; colour clear, 1.2 m x 900 mm x 5mm Perspex clear; (Material no: M00044979)	Rail Rolling Stock, car body, windows, 100%
6	Door pane; type solid fixed pane window, radius all corners, 470 x h805 x 5 mm, radius 73, Lexan margard, clear; (Material no: M00072920)	Rail Rolling Stock, car body, windows, 100%
7	Driver reflector mirror 10m5, 290mm x 75mm x 4mm thick; (Material no: M00091114)	Rail Rolling Stock, car body, windows, 100%
8	Pane, safety, single plate; colour clear polycarbonate, 358mm x 982mm x 6mm, special features one end chamfer 2 x 45 degrees, other end radius of 84 x 2, (Material no:M00101117)	Rail Rolling Stock, car body, windows, 100%
9	Pane, safety, single, colour clear polycarbonate, 351mm x 1012mm x 5mm, special features radius of 103 on two sides; (Material no:M00101118)	Rail Rolling Stock, car body, windows, 100%
10	Pane, safety, single plate, colour clear polycarbonate, 365.5mm x 959mm x 5mm, special features radius of 76 on two sides, (Material no:M00101119)	Rail Rolling Stock, car body, windows, 100%
11	Glass: type heat treated toughened, 453mm x 276mm x 6mm thick, shape oval; 25mm black silk screen as per drawing; (Material no: M00102158)	Rail Rolling Stock, car body, windows, 100%
12	Pane, safety, single plate, colour clear polycarbonate, 307mm x 915mm x 6mm, special features one end chamfer 2 x 45 degrees, another end radius of 52 x 2; (Material no:M00104757)	Rail Rolling Stock, car body, windows, 100%
13	Pane, colour clear polycarbonate, 589mm x 390mm x 5mm thick; (Material no:M00106035)	Rail Rolling Stock, car body, windows, 100%

14	Pane, colour clear polycarbonate, 680mm x 460mm x 5mm thick; (Material no:M00106036)	Rail Rolling Stock, car body, windows, 100%
15	Door; type solid fixed pane window, radius all corners, 442 x 778 x 5 mm, radius 73, material polycarbonate; (Material no:M00107629)	Rail Rolling Stock, car body, windows, 100%
16	Frame, window, vehicular; type double slider, assembly inner, complete with glass, colour black, 444.5mm x 664.4mm, with locking latch, clear polycarbonate pane, frame material aluminium; (Material no:M00108048)	Rail Rolling Stock, car body, windows, 100%
17	Frame, window, vehicular; type double slider assembly outer, complete with glass, colour black, 444.5mm x 664.4mm, with locking latch and spacer, special, clear polycarbonate pane, frame material aluminium; (Material no:M00108049)	Rail Rolling Stock, car body, windows, 100%
18	Sheet; type polycarbonate, colour clear, grade impact resistant, 1525mm x 2050mm x 6mm thick, (Material no:M00108451)	Rail Rolling Stock, car body, windows, 100%
19	Frame, window, vehicular; type double slider, inner, complete with glass, colour black, 515mm x 756.5mm, with locking latch, clear polycarbonate pane, frame material aluminium; (Material no:M00108463)	Rail Rolling Stock, car body, windows, 100%
20	Frame, window, vehicular; type double slider, outer, complete with glass, colour black, 515mm x 756.5mm, with locking latch and spacer, clear polycarbonate pane, frame material aluminium; Material no:(M00108464)	Rail Rolling Stock, car body, windows, 100%
21	Window, observation; 10m5, thickness 9.5mm, window material Lexan margard grey 713, complete kit; ( Material no:M00104841)	Rail Rolling Stock, car body, windows, 100%
22	Window complete, half drop, mark 4, material Aluminum, 1110mm x 861mm, pane type polycarbonate	Rail Rolling Stock, car body, windows, 100%
23	Window complete, half drop, mark 4, material Aluminum, 978mm x 783mm, pane type polycarbonate	Rail Rolling Stock, car body, windows, 100%

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

**(Tick applicable box)**

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

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

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

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

<b>Currency</b>	<b>Rates of exchange</b>
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): PRASA KKZN RAIL

NB

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

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

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

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

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

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

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

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

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

## SECTION 9

### COMMISSIONER OF OATH

*I certify that the undersigned service provider has acknowledged that he/she has / have acquainted himself / themselves with the Contract, Project Specification / Special Conditions, Specifications and / or Bills of Quantities / Schedule of Quantities / Schedule of Prices, together with the drawings enumerated therein, as laid down by PRASA for the carrying out of the proposed WORKS 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

### 1 SPECIFICATION:

This contract covers the supply windows and windowpanes for 10m and 5m coaches as per bill of Quantity over a period of three years for KZN Metrorail

### 2 SCOPE OF WORK:

- 2.1 Glass, laminated; type safety, colour clear, application assistants front window, dimensions conform to drawing: CME 09/24352-808/latest; users description class 5m2a series 3-14, specification number sabs 1191/latest; equipment used on motor coach 5m2a n15cm; specification number sabs 1191/l, 684mm x 522mm x 10.52mm thick, double laminate, 3 layers of glass, (PRASA material no. M00000630)
- 2.2 Glass, laminated; application train number indicator permit; 6283/9248 tough guard brand, 620mm x 255mm x 6mm thick, clear toughened glass, with 25mm black silkscreen all round, (PRASA material no. M00015928)
- 2.3 Glass, colour clear, application drivers' window, dimensions width 554 x length 718 x thick 6 mm, shape rectangular; Lexan margard polycarbonate sheet, (PRASA material no. M00033995)
- 2.4 Glass, safety, single plate; type number indicator, safety, dimensions wide 267 x length 613 x thick 6 mm, glass type heat treated; BS 952/- and BS 857/- table 3, clear, toughened, (PRASA material no. M00034104)
- 2.5 Plastic sheet; colour clear, length 1.2 m, thickness 5 mm, width 900 mm; Perspex clear, (PRASA material no. M00044979)
- 2.6 Door pane; type solid fixed pane window, radius all corners, dimensions wide 470 x height 805 x thick 5 mm, radius 73, material pc; p/n: NS00003-04-000 unknown; Lexan margard, clear, (PRASA material no. M00072920)

- 2.7 No class; driver reflector mirror 10m5, 290mm x 75mm x 4mm thick, (PRASA material no. M00091114)
- 2.8 Pane, safety, single plate; type saloon half drop, fixed pane, bottom, 10m5, colour clear polycarbonate, dimensions 358mm x 982mm x 6mm, special features one end chamfer 2 x 45 degrees, other end radius of 84 x 2, material type polycarbonate, (PRASA material no. M00101117)
- 2.9 Pane, safety, single plate; type saloon half drop, fixed pane, bottom, colour clear polycarbonate, dimensions 351mm x 1012mm x 5mm, special features radius of 103 on two sides, glass type polycarbonate, (PRASA material no. M00101118)
- 2.10 Pane, safety, single plate; type saloon half drop, sliding pane, top, colour clear polycarbonate, dimensions 365.5mm x 959mm x 5mm, special features radius of 76 on two sides, glass type polycarbonate, (PRASA material no. M00101119)
- 2.11 Glass: type heat treated toughened, dimensions 453mm x 276mm x 6mm thick, shape oval; application: train head lamp glass, 10m5 motor coach, 25mm black silk screen as per drawing, (PRASA material no. M00102158)
- 2.12 Pane, safety, single plate; type saloon half drop, sliding pane, top, colour clear polycarbonate, dimensions 307mm x 915mm x 6mm, special features one end chamfer 2 x 45 degrees, other end radius of 52 x 2, glass type polycarbonate, (PRASA material no. M00104757)
- 2.13 Pane, type 5m2a, PC03960I01s, colour clear polycarbonate, application double sliding window, shape rectangular, 589mm x 390mm x 5mm thick, (PRASA material no. M00106035)
- 2.14 Pane; type 10m5, GG03965I01s, colour clear polycarbonate, application double sliding window, shape rectangular, 680mm x 460mm x 5mm thick, (PRASA material no. M00106036)
- 2.15 Door; type solid fixed pane window, radius all corners, dimensions wide 442 x height 778 x thick 5 mm, radius 73, material polycarbonate, (PRASA material no. M00107629)

- 2.16 Frame, window, vehicular; type double slider, sliding window assembly inner, mark iv, NS03960-02-GG0, complete with glass, used on 5m2a coaches, colour black, dimensions 444.5mm x 664.4mm, furnished items with locking latch, special features clear polycarbonate pane, frame material aluminium, (PRASA material no. M00108048)
- 2.17 Frame, window, vehicular; type double slider, sliding window assembly outer, mark iv, NS03960-03-GG0, complete with glass, used on 5m2a coaches, colour black, dimensions 444.5mm x 664.4mm, furnished items with locking latch and spacer, special features clear polycarbonate pane, frame material aluminium, (PRASA material no. M00108049)
- 2.18 Sheet; type polycarbonate, colour clear, grade impact resistant, dimensions 1525mm x 2050mm x 6mm thick, material polycarbonate, (PRASA material no. M00108451)
- 2.19 M00108463 - frame, window, vehicular; type double slider, sliding window assembly inner, ns03965-02-gg0, complete with glass, used on 10m coaches, colour black, dimensions 515mm x 756.5mm, furnished items with locking latch, special features clear polycarbonate pane, frame material aluminium, (PRASA material no. M00108463)
- 2.20 Frame, window, vehicular; type double slider, sliding window assembly outer, NS03965-03-GG0, complete with glass, used on 10m coaches, colour black, dimensions 515mm x 756.5mm, furnished items with locking latch and spacer, special features clear polycarbonate pane, frame material aluminium, (PRASA material no. M00108464)
- 2.21 M00104841 - window, observation; type 10m3 / 10m5, dimensions conform to drawing no. Rts-cw-0021/a, thickness 9.5mm, window material Lexan margard grey 713, (PRASA material no. M00104841) installation kit consisting of:
- 1 x Lexan margard 9.5 mm windscreen machined and counter bored with Lexan margard stamped logo
  - 1 x black shroud/screen 100mm wide to fit around windscreen (inside)
  - 1 x EPDM black profiled weather seal
  - 18 x M6 rivet nuts
  - 18 x retaining bushes

- 18 x silicon tubes
- 18 x M6 x 40 s/steel counter sink screws
- 1 x tube silicon sealer
- 1 x Lexan margard drivers notification sticker

2.22 Window complete, half drop, mark 4, material Aluminium, used on 10M5, dimensions 1110mm x 861mm, pane type polycarbonate

2.23 Window complete, half drop, mark 4, material Aluminium, used on 5M2A, dimensions 978mm x 783mm, pane type polycarbonate

### **3 TRANSPORT**

- The delivery and collection of the components will be at the cost of the Contractor. This cost must be factored into the final price of the component.
- While in transit, to and from the Rolling Stock Springfield depot, the supplier will be held liable/responsible for the loss or damages to the components.

### **4 DELIVERY**

- Thirty working days from the date of the Purchase Order.
- Purchase orders will be issued on an as and when basis throughout the duration of the contract

### **5 PENALTIES**

- Should the Contractor fail to deliver on the agreed date, a penalty of 1% per day will be charged on the total value of the Purchase order (PO) but shall not exceed 10 percent of the total value of the PO.
- PRASA KZN reserves the right to test the product at any given time during the contract period for compliance. The Supplier will be held liable with costs for any deviations in the specifications which may have resulted in damages and downtime to Rolling Stock equipment. A meeting will be arranged by both parties (PRASA and the Contractor) to discuss the outcome of the investigation and costs incurred were necessary

### **6 COMPLIANCE**

- Components that were delivered which are found to be non-conforming will be returned to the supplier at their own transport cost. The contractor will be allowed 10 working days to correct the non-conformance and return the refurbish components to PRASA.
- Contractor will be required to supply a test certificate, at their own cost, to ensure compliance of the product.

## 7 LOCAL CONTENT

- Only bids with the stipulated minimum threshold, Annexure C (as per SBD 6.2), for local production and content will be considered. Failing to meet this, will lead to your bid being disqualified. Local content per item is listed on the Bill of Quantities (BOQ)
- Bidders can apply to the DTI for an Exemption letter, (Contact details - Tebogo Makube – [tmakube@thedti.gov.za](mailto:tmakube@thedti.gov.za)), if the minimum threshold cannot be met. The Exemption letter must be submitted with this tender. Failure to provide an Exemption letter with this tender will render the tender incomplete and the tender will therefore not be considered for award of business.

## 8 CONTRACT PERIOD AND VALUE:

This contract shall commence within one week of its award and will be over a period of three years or attaining a value of R4 million (VAT inclusive). The contract will terminate, either when the thirty-six months or the contract value is reached, whichever comes first.

## 9 PRICE ADJUSTMENTS:

- Prices will be fixed for the first year of the contract.
- Price adjustments for the second and third year will be taken into cognisance, this may result in an increase or decrease in the unit price of the product. A compulsory meeting will be convened by both parties (Metrorail KZN and the Contractor) to determine the price adjustment. This adjustment will be verified/ confirmed by both parties before acceptance by means of a written notification. The price adjustments will be based on CPI index.

## 10 DOCUMENTS TO BE SUBMITTED WITH THIS TENDER

- ***The supplier must submit in writing (on a signed company letterhead) with this tender, acknowledging that:***
  - *The technical specifications of the products listed in the tender document will be met.*
  - *Non-conformances will be closed within 10 days*
  - *Alternate products will not constitute modification of trains for functionality*

## SECTION 11

### BILL OF QUANTITIES

NO	PRASA MAT NO	DESCRIPTION	UOM	QTY	LOCAL CONTENT	UNIT PRICE
1	M00000630	Glass, laminated; type safety, colour clear, 684mm x 522mm x 10.52mm thick, double laminate, 3 layers of glass	Ea	1	Rail Rolling Stock, car body, windows, 100%	
2	M00015928	Glass, laminated, 620mm x 255mm x 6mm thick, clear toughened glass, with 25mm black silkscreen all round	Ea	1	Rail Rolling Stock, car body, windows, 100%	
3	M00033995	Glass, colour clear, application driver's window, dimensions 554 x 718 x 6 mm, Lexan margard polycarbonate	Ea	1	Rail Rolling Stock, car body, windows, 100%	
4	M00034104	Glass, safety, single plate; type number indicator, safety, 267 x 613 x 6 mm, glass type heat treated;	Ea	1	Rail Rolling Stock, car body, windows, 100%	
5	M00044979	Plastic sheet; colour clear, 1.2 m x 900 mm x 5mm Perspex clear	Ea	1	Rail Rolling Stock, car body, windows, 100%	
6	M00072920	Door pane; type solid fixed pane window, radius all corners, 470 x h805 x 5 mm, radius 73, Lexan margard, clear	Ea	1	Rail Rolling Stock, car body, windows, 100%	
7	M00091114	Driver reflector mirror 10m5, 290mm x 75mm x 4mm thick	Ea	1	Rail Rolling Stock, car body, windows, 100%	
8	M00101117	Pane, safety, single plate; colour clear polycarbonate, 358mm x 982mm x 6mm, special features one end chamfer 2 x 45	Ea	1	Rail Rolling Stock, car body, windows, 100%	

		degrees, other end radius of 84 x 2,					
9	M00101118	Pane, safety, single, colour clear polycarbonate, 351mm x 1012mm x 5mm, special features radius of 103 on two sides	Ea	1	Rail Rolling Stock, car body, windows, 100%		
10	M00101119	Pane, safety, single plate, colour clear polycarbonate, 365.5mm x 959mm x 5mm, special features radius of 76 on two sides,	Ea	1	Rail Rolling Stock, car body, windows, 100%		
11	M00102158	Glass: type heat treated toughened, 453mm x 276mm x 6mm thick, shape oval; 25mm black silk screen as per drawing	Ea	1	Rail Rolling Stock, car body, windows, 100%		
12	M00104757	Pane, safety, single plate, colour clear polycarbonate, 307mm x 915mm x 6mm, special features one end chamfer 2 x 45 degrees, another end radius of 52 x 2	Ea	1	Rail Rolling Stock, car body, windows, 100%		
13	M00106035	Pane, colour clear polycarbonate, 589mm x 390mm x 5mm thick	Ea	1	Rail Rolling Stock, car body, windows, 100%		
14	M00106036	Pane, colour clear polycarbonate, 680mm x 460mm x 5mm thick	Ea	1	Rail Rolling Stock, car body, windows, 100%		
15	M00107629	Door; type solid fixed pane window, radius all corners, 442 x 778 x 5 mm, radius 73, material polycarbonate	Ea	1	Rail Rolling Stock, car body, windows, 100%		
16	M00108048	Frame, window, vehicular; type double slider, assembly inner, complete with glass, colour black, 444.5mm x 664.4mm, with	Ea	1	Rail Rolling Stock, car body, windows, 100%		

		locking latch, clear polycarbonate pane, frame material aluminium					
17	M00108049	Frame, window, vehicular; type double slider assembly outer, complete with glass, colour black, 444.5mm x 664.4mm, with locking latch and spacer, special, clear polycarbonate pane, frame material aluminium	Ea	1	Rail Rolling Stock, car body, windows, 100%		
18	M00108451	Sheet; type polycarbonate, colour clear, grade impact resistant, 1525mm x 2050mm x 6mm thick,	Ea	1	Rail Rolling Stock, car body, windows, 100%		
19	M00108463	Frame, window, vehicular; type double slider, inner, complete with glass, colour black, 515mm x 756.5mm, with locking latch, clear polycarbonate pane, frame material aluminium	Ea	1	Rail Rolling Stock, car body, windows, 100%		
20	M00108464	Frame, window, vehicular; type double slider, outer, complete with glass, colour black, 515mm x 756.5mm, with locking latch and spacer, clear polycarbonate pane, frame material aluminium	Ea	1	Rail Rolling Stock, car body, windows, 100%		
21	M00104841	Window, observation; 10m5, thickness 9.5mm, window material Lexan margard grey 713, complete kit	Ea	1	Rail Rolling Stock, car body, windows, 100%		

22		Window complete, half drop, mark 4, material Aluminium, 1110mm x 861mm, pane type polycarbonate	Ea	1	Rail Rolling Stock, car body, windows, 100%		
23		Window complete, half drop, mark 4, material Aluminium, 978mm x 783mm, pane type polycarbonate	Ea	1	Rail Rolling Stock, car body, windows, 100%		
<b>SUB TOTAL</b>							
<b>VAT 15%</b>							
<b>TOTAL</b>							

