



prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER:KZN/RAIL/02/2024/05/Q

REQUEST FOR QUOTATION (RFQ): APPOINTMENT OF SERVICE PROVIDER FOR THE MAINTENANCE AND REPAIRS TO INTRUDER ALARMS AT VARIOUS SITES FOR 24 MONTHS AS AND WHEN REQUIRED.

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/02/2024/05/Q	CLOSING DATE:	26 FEBRUARY 2024	CLOSING TIME:	12:00PM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR MAINTENANCE AND REPAIRS TO INTRUDER ALARMS AT VARIOUS SITES FOR 24 MONTHS AS AND WHEN REQUIRED				

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX NO.4 SITUATED AT (STREET ADDRESS):

**65 MASABALALA YENGWA AVENUE
PRASA REGIONAL OFFICE FOYER AREA
HELPDESK
PRASA SCM
KWAZULU NATAL**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Qiniso Makaluza
TELEPHONE NUMBER	031 813 0376
E-MAIL ADDRESS	Qiniso.Makaluza@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.....

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

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

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, 2022, 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 INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

NB:

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

SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

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

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

2 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 BIDDERS COMPLAINTS PROCESS

3.1 Bidders are advised utilize this email address (SCM.Complaints@prasa.co.za) for lodging of complains to PRASA in relation to this bid process. The following minimum information about the bidder must be included in the complaint:

- 3.1.1 Bid/Tender Description
- 3.1.2 Bid/Tender Reference Number
- 3.1.3 Closing date of Bid/Tender
- 3.1.4 Supplier Name
- 3.1.5 Supplier Contact details
- 3.1.6 The detailed compliant

4 LEGAL COMPLIANCE

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

5 CHANGES TO QUOTATIONS

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

6 PRICING

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

7 BINDING OFFER

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

8 DISCLAIMERS

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

- Modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- 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.

9 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.

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. PRASA is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no

local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

11 PROTECTION OF PERSONAL DATA

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

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

12 EVALUATION METHODOLOGY

PRASA will utilise the following criteria in choosing a Supplier/Service Provider, if so required:

EVALUATION CRITERIA	WEIGHTING
Stage 1 – Compliance	
Stage 1- Mandatory Requirements	
Stage 2	
Functionality Criteria	
Stage 3	
Price	80
Specific Goals	20
TOTAL	100
Stage 4– Compliance	
Stage 4- Other Mandatory Requirements	

13 ADMINISTRATIVE RESPONSIVENESS

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

14 VALIDITY PERIOD

14.1 PRASA requires a validity period of **60 Working Days** from the closing date.

14.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the

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

15 PUBLICATION OF INFORMATION ON THE NATIONAL TREASURY E-TENDER PORTAL

Respondents are to note that, bid awards, amendments and cancellations will be published on the e-tender portal and or media used to advertise the bid. For the 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.

16 RETURNABLE DOCUMENTS

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

16.1. 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:

Bidders are to comply with the following requirements and failure to comply may lead to disqualification.

Stage 1 – Mandatory Requirements

If you do not submit/meet the following mandatory documents/requirements, you be will automatically disqualified.

Only bidders who comply with stage 1A will be evaluated further.

No.	Description of requirement	
a)	Section 1 - Invitation to Bid (SDB 1) <i>Must be completed & duly signed</i>	
b)	Section 6 - Declaration of Interest (SBD 4) <i>Must be completed & duly signed</i>	
c)	Section 4 - Pricing and Delivery Schedule <i>Must be completed & duly signed</i>	
d)	Section 9 - Bill of Quantities (BOQ) <i>Must be completed & duly signed</i>	
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 should they be awarded business by PRASA through this RFP process (if applicable) <i>Must be completed & duly signed</i>	
f)	The company must be registered with South African Intruder Detection Services Association.(S.A.I.D.S.A)	
g)	<i>Bidders must supply a valid SAIDSA certificate with this quote</i>	
h)	Bidders to fill and sign the closing /submission register on submission of tender documents, <i>Must be completed & duly signed</i>	

i)	Bidders must submit in writing on a signed company letterhead acknowledging that the bidder will comply with the following B.3 Special Conditions B.4 Minimum Servicing Requirements B.5 Reaction Time B.6 New Installation	
j)	Bidders to submit a letter from Autec /Babylon stating that the supplier/contractor can provide service and maintenance on Autec and Babylon systems and equipment	
k)	Bidders must quote on all items on Bill of Quantities	

Stage2 – Price and Specific Goals

The following formula, shall be used to allocate scores to the interested bidders:

The maximum points for this tender are allocated as follows:

DETAILS	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3 POINTS AWARDED FOR SPECIFIC GOALS

3.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Evidence required for specific goals
Black Women Owned-	10		Certified copy of ID Documents of the Owners
B-BBEE Level 1	10		CIPC Documents / B-BBEE Certificate/Affidavit
TOTAL	20		

Stage 3 –Other Mandatory Requirements

If you do not submit/meet the following mandatory documents/requirements, PRASA may request the bidder to submit the information within five (5) working days. Should this information not be provided, your bid proposal will be disqualified.

Only bidders who comply with stage 3 will be evaluated further.

Stage 1B - Other Mandatory Requirements

If you do not submit/meet the following mandatory documents/requirements, PRASA may request the bidder to submit the information within five (5) working days. Should this information not be provided, your bid proposal will be disqualified.

No.	Description of requirement	
a)	Letter of Good Standing: COID	
b)	Valid SARS Pin	
c)	CSD supplier registration number	

Table 1: Other Mandatory Requirements

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 all applicable taxes.
- 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.

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.

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 successful Respondent awarded the contract may only enter into a subcontracting arrangement with PRASA's prior approval. The contract will be concluded between the successful Respondent and PRASA, therefore, the successful Respondent and not the sub-contractor will be held liable for performance in terms of its contractual obligations.

Governing law

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

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

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who

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.

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 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,

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.

directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

- (a) The lowest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 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 price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Evidence required for specific goals
Black Women Owned-	10		Certified copy of ID Documents of the Owners
B-BBEE Level 1	10		CIPC Documents / B-BBEE Certificate/Affidavit
TOTAL	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited
 - ☐ Non-Profit Company
 - ☐ State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a)disqualify the person from the tendering 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)recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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
- (e)forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SECTION 7

PART A: GENERAL CONTENTS

- A.1 SCOPE OF WORK
- A.2 ADMINISTRATION OF THE CONTRACT
- A.3 CHANGE OF NAME
- A.4 STANDARD SPECIFICATIONS AND INSTRUCTIONS OF METRORAIL KZN
- A.5 DURATION OF CONTRACT
- A.6 PENALTIES FOR LATE COMPLETION
- A.7 MATERIAL AND LABOUR TO BE SUPPLIED BY THE CONTRACTOR
- A.8 SITE
- A.9 SERVICES
- A.10 CLEARING OF SITE
- A.11 HOURS OF WORK
- A.12 SAMPLES AND TESTING
- A.13 SITE MEETINGS
- A.14 MEASUREMENT AND PAYMENT
- A.15 INCREASE OR DECREASE IN COSTS OR ESCALATION
- A.16 VALUE-ADDED TAX
- A.17 INSURANCE

PART A: GENERAL

A.1 SCOPE OF WORK

This contract covers the **AS AND WHEN MAINTENANCE AND REPAIRS TO INTRUDER ALARMS AT VARIOUS SITES for a period of two years.** And any other work arising out of, or incidental to the above or required from the Contractor for the proper completion of the work in accordance with the true meaning and intent of the contract documents.

A.2 ADMINISTRATION OF THE CONTRACT

For the purpose of this contract, “Manager” means the Regional Telecoms Manager, Metrorail KZN or his duly authorised representative or any person lawfully acting in that capacity.

A.3 CHANGE OF NAME

Wherever reference is made to “South African Railways”; “South African Railways and Harbours”; “South African Transport Services”; “Administration”; “SPOORNET” or “Transnet” in the Standard Specifications, as listed in clause A.14 below, it shall be changed to read “Metrorail” KZN.

A.4 STANDARD SPECIFICATIONS AND INSTRUCTIONS OF METRORAIL KZN

The following specifications, instructions and documents shall, inter alia, form part of this contract:

- (i) The project specification
- (ii) The schedule of quantities

A.5 DURATION OF CONTRACT

- A.5.1 Metrorail KZN requires that the contract be run for the duration of **two years from the date of acceptance or until the value of R 300 000.00 including vat is reached.** The contract will terminate once the period is reached or when the value is attained which ever comes first.

A.6 PENALTIES FOR LATE COMPLETION

- A 10% penalty charge will be deducted from the quotation price in the situation of not adhering to clause **B3** and **B5**

A.7 MATERIAL AND LABOUR TO BE SUPPLIED BY THE CONTRACTOR

- A.7.1 The Contractor shall provide all Supervision and Labour necessary for the proper execution and completion of the work.
- A.7.2 Both PRASA and Metrorail KZN support B.E.E. The Contractor shall make extensive use of labour of the local communities. When called upon by the Manager, the Contractor shall provide documentary proof in this regard.

A.8 SITE

The location and extent of the sites in Durban Metrorail KZN region, and will be pointed out when requested. Access to the site is by public roads. The Contractor must acquaint himself with the available access to the site and the condition of the roads during the site visits. Metrorail KZN will not be liable to ensure all weather passage on the service roads.

No housing of employees of the Contractor will be allowed on the property of the Metrorail KZN, and the Contractor shall make his own arrangements for the housing of his employees and or equipment.

A.9 SERVICES

Where the position of a known service cannot be determined with sufficient accuracy, by visual inspection, the Contractor shall open up and make further investigation before commencing with any of his activities related to the repairs of intruder alarm systems, so that the position of such services may be determined with sufficient accuracy. Thereafter the Contractor shall assume responsibility for all known services.

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

A.10 CLEARING OF SITE

The Contractor shall clear the site. The contractor is to ensure that each site on which he works is cleared of all waste on completion of the day's work. The waste must be disposed of at a registered dumping site. Final payment will not be made unless all waste is removed from site and the site is clean.

A.11 HOURS OF WORK

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

**Normal working hours shall mean the period from 07:30 to 16:00 on normal weekdays
But all stations are opened from 4:00 to 19:00 Monday to Sunday**

A.12 SAMPLES AND TESTING

The Contractor shall make available, free of charge, a sufficient quantity of material supplied by him, which are to be used for the contract, for testing by Metrorail technicians, when so required by the Technical Officer.

A.13 SITE MEETINGS

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

A.14 MEASUREMENT AND PAYMENT

Measurement and payment will be as per the schedule of quantities.

A.15 INCREASE OR DECREASE IN COSTS OR ESCALATION

No contract adjustment or escalation factors are applicable to this contract.

A.16 VALUE-ADDED TAX

- (i) Value added tax in terms of the Value-added Tax Act No. 89 of 1991 should not be included in the tendered rates. Provision is made in the Schedule of Prices/Summary of Prices for the lump sum addition of value added tax.
- (ii) The total price inclusive of Value-added Tax shall be carried forward to the Tender form.

A.17 INSURANCE

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

PART B: PROJECT SPECIFICATION CONTENTS

B.1 OVERVIEW

B.2 PRE-QUALIFYING CRITERIA

B.3 SPECIAL CONDITIONS

B.4 MINIMUM SERVICING REQUIREMENTS

B.5 REACTION TIME

B.6 NEW INSTALLATION

B.7 COMMUNICATION

B.8 SCHEDULE OF QUANTITIES

B.1 Overview

- (i) Perform maintenance, servicing, panel reprogramming, testing and repairs to various types of intruder alarm systems, Metrorail stations, depots and substations.
- (ii) To plan, design, remove, supply, install, test and commission intruder alarm systems when is required.
- (iii) Guarantee on workmanship after completion.

B.2 Pre- Qualifying Criteria

- (i) The company must be registered with SAIDSA South African Intruder Detection Services Association. (S.A.I.D.S.A)
- (ii) A valid SAIDSA certificate is to be supplied failure in the submission of this document will result in disqualification.
- (iii) A certificated supplied by Autec/Babylon stating that the supplier/contractor can provide service and maintenances on Autec and Babylon systems and equipment.

(iv) Failure to submit the above information will result in disqualification

B.3 Special Conditions

- The Contractor shall ensure that, following all inspection visits, conditional reports shall be submitted to the Contract Administrator in electronic format, including all specialist reports and test equipment printouts.
- All the replaced systems or components removed from sites shall be sent to the Technical Officers office within a week of removal.
- All the specifications as laid down by the **SAIDSA Bylaw No. 25;** will be adhered to.
- The occurrence of false alarms due to less than perfect surroundings must be minimised.
- The system must be able to handle the vibration of the passing trains and mild electromagnetic radiation of the surrounding electronic or electrical equipment's.
- The suppliers to hold the essential spares and guarantee support for at least 10 years.
- The alarm control panel must be able to support fire detectors.
- All the test records to be handed over to the Technical Officer before final commissioning of system.
- The contractor shall submit completed trip logbook together with invoice after work has been done and commissioned.

- The contractor must submit the invoices within 14 days after completion of work.
- When the Contractor considers that for any reason stipulated in clause **B5** hereof he is entitled to additional time to complete the work or portions of the work, he shall inform the Technical officer, setting out in detail the reasons and stating the specific additional time required.
- In case of a breakdown or failure of the base station the contractor will have to provide a backup base station for continuous monitoring of alarm signal.

It is expected that the appointed contractor supports the existing set up and configuration of Metrorail alarm system during the maintenance agreement period.

B.4 Minimum Servicing Requirements

a) System integrity.

- Carry out external examination of the any evidence of tampering or damage.
- Should carry out operational check.
- If outdoors confirm correct operation and sensitivity, where check beam systems are not impaired by appropriate check special configuration for vegetation or other obstacles, volumetric devices.

b) Sensor covers, terminal boxes and fixings. .

- Check security
- Check internally for signs of overheating
- Clean internal components with soft brush and access of dust and moisture
- Remove any dirt or fluff.
- When replacing covers check operation of any tamper switches which may be fitted.

c) Alarm signals

- Check remote signalling equipment physical connections.
- Test remote signalling equipment communications to the Alarm Receiving Centre.
- Check all audible warning and alarm devices.

d) Wiring

- Inspect all hard wiring and flexible connections.

e) Power supplies.

- Check mains and stand-by battery Batteries should be checked for signs of power supplies
- Check charging rates, earth Leakage or corrosion.
- Check control unit for correct operation.
- Check equipment responds to interrupted mains supply

f) Batteries

- Replace Batteries
- g) Report
- Check system is fully operational.

Provide a signed engineer's report, one copy to be left in Site Log Book and a further copy to be submitted to the Technical Officer.

B.5 Reaction Time

- All the calls shall be attended to within 4 hours during normal working hours unless otherwise stated.
- MTTR (Mean time to repair) an alarm fault shall not exceed more than 3 hours on arrival to the site.

B.6 New Installation

- Any new installation shall be according to the terms and condition of Clause **B2 (SPECIAL CONDITIONS)**.

B.7 Communication

- The method of communication between each site and our control room is via fiber
- Each site must contain an IP module unless it is an ISAMS site
- There are currently 2 intruder alarm systems available at our control room:
 1. Babylon intruder alarm where basic tasks may be performed (Arming, Disarming, audible panic function and a full schematic of the station)
 2. Texbase system for all sites that are using Texecom panels
- It is therefore expected that the service provider should be in a position to be able to support Metrorail with the existing setup and infrastructure.

SECTION 8

Schedule Of Quantities

Item No	Description	Estimated Qty	Unit	Year 1 Rate	Year 2 Rate	Amount
1	Call Out Rate Normal Hours	1	Hour			
2	After hours Rate	1	Hour			
3	Call Out Rate Sunday	1	Hour			
4	Call Out Rate Public Holidays	1	Hour			
5	Transport (Light Vehicle)	1	Km			
NB: ITEM 6 – 44 to include labour						
6	Condition Assessment Rate per site (Labour and Report Only)	1	Each			
7	Programming of the system	1	Each			
8	Supply and install of a 8 zone Texecom alarm control panel mother board	1	Each			
9	Supply and install of a 8 zone Texecom alarm key pad	1	Each			
10	Supply and install of a Texecom LCD Keypad (small display)	1	Each			
11	Supply and install of a 8 - 16 zone alarm control panel mother board	1	Each			
12	Supply and install of a 8 - 16 zone alarm keypad LED	1	Each			
13	Supply and install of a 16 v Power Supply Transformer	1	Each			

14	Supply and install of a 12v 7ah alarm battery	1	Each			
15	Supply and install of a Smoke Detector	1	Each			
16	Supply and install of a Internal 8 Zone Expander Card	1	Each			
17	Supply and install of a External 8 Zone Expander Card	1	Each			
18	Supply and install Texecom IP module	1	Each			
19	Supply and install of a magnet switch (All types)	1	Each			
20	Supply and install of a siren	1	Each			
21	Supply and install of a Key switch	1	Each			
22	Supply and install of a Anti Cloak Passive	1	Each			
23	Supply and install of a fixed emergency panic button	1	Each			
24	Supply and install of a remote panic pack receiver (Single Channel 100m radius)	1	Each			
25	Supply and install of a remote panic transmitter (single channel 100 m radius) (2 x Remotes per installation)	1	Each			
26	Supply and install of a 4 core solid coms cable (Price per metre)	1	Meter			
27	Supply and install of a 6 core solid coms cable (Price per metre)	1	Meter			
28	Supply and install of a 8 core solid coms cable (Price per metre)	1	Meter			
29	Supply and install of a Power cable: 3 core mains cable (Price per metre)	1	Meter			

30	Supply and install of a Lightning protector	1	Each			
31	Supply and install of a fuse 1A	1	Each			
32	Consumables (Resistors etc)	1	Each			
33	Supply and install power pack	1	Each			
34	Supply and install Cat 5E cable	1	Meter			
35	Supply and install RJ45 connectors with boots	1	Each			
36	Supply and instal Risco Lunar 360 ceiling mount PIR	1	Each			
37	Supply and install Centurion smartguard hard wired keypad	1	Each			
38	Supply and install emergency push button	1	Each			
39	Supply and install XMP-TMC2340 reader	1	Each			
40	Supply and install XMP-KDA-024 extension module	1	Each			
41	Supply and install KDM-16 module	1	Each			
42	Supply and install XMP-KDR-008 module	1	Each			
43	Supply and install meanwell DR-120-48 power supply unit	1	Each			
44	Commission and handover of Babylon intruder alarm system ensuring remote access from the control room	1	Compl ete			
			Sub total			
			VAT			
			TOTA L			