



**prasa**

PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

## REQUEST FOR QUOTATION (RFQ)

**RFQ NUMBER: WCR 20/2022**

**REQUEST FOR QUOTATION (RFQ) FOR THE APPOINTMENT OF SERVICE PROVIDER FOR MAINTENANCE, SERVICING, PUMPING, CLEANING AND JETTING OF SEPTIC TANKS FOR A CONTRACT PERIOD OF 36 MONTHS FOR THE WESTERN CAPE REGION**



**SECTION 1: SBD1**

**PART A INVITATION TO BID**

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

|             |   |               |              |               |       |
|-------------|---|---------------|--------------|---------------|-------|
| BID NUMBER: | WCR 20/2022   | CLOSING DATE: | 06 July 2022 | CLOSING TIME: | 12:00 |
| DESCRIPTION | <b>APPOINTMENT OF SERVICE PROVIDER FOR MAINTENANCE, SERVICING, PUMPING, CLEANING AND JETTING OF SEPTIC TANKS FOR A CONTRACT PERIOD OF 36 MONTHS FOR THE WESTERN CAPE REGION</b> |               |              |               |       |

**BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*):  
**1<sup>st</sup> Floor Tower Block**  
**Cape Town Station**  
**8001**

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

|                  |  |
|------------------|--|
| CONTACT PERSON   | <b>Qaqamba Kona</b>  |
| TELEPHONE NUMBER | <b>021 449 3039</b>  |
| E-MAIL ADDRESS   | <a href="mailto:Qaqamba.Kona@prasa.com">Qaqamba.Kona@prasa.com</a> |

**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:  |  | <b>OR</b>                           | CENTRAL SUPPLIER DATABASE No:   | MAAA..... |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | [TICK APPLICABLE BOX]<br><input type="checkbox"/> Yes <input type="checkbox"/> No |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | [TICK APPLICABLE BOX]<br><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<br/>[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<br/>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ]</p> |
|--|--|---|---|

**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.

All responses to the RFQ must be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical, compliance and BBBEE response and the second envelop/box shall only have the financial response. Bidders must ensure that they do not indicate any financial information in the first envelop/box. PRASA will disqualify Bidders who fail to adhere to this requirement.

1.1 Bidders are required to package their response/Bid as follows to avoid disqualification:

##### **Original & Copy of Volume 1 (Envelope 1/Package 1)**

- **Part A:** Compliance Response and B-BBEE Response
- **Part B:** Technical or Functional Response (response to scope of work) and SBD 6.2 and Annexure C

##### **Original & Copy of Volume 2 (Envelope 2/ Package 2)**

- **Part C:** Financial Proposal (BOQ/Price Schedule and Pricing form C)

**Volume 2** Has to be submitted in a separate sealed envelope. Bidders must make their pricing offer in envelope 2/package 2, no pricing and pricing related information should be included in the Volume 1/envelope 1. **Bidders who fail to meet this requirement will be automatically disqualified.**

#### 2. PREQUALIFICATION / ELIGIBILITY CRITERIA

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

#### 3 CIDB Grading

Only those Respondents who are registered with the CIDB, or are capable of being so prior to the submission of the quotation, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B)

or 25(7A) of the Construction Industry Development Regulations, for a ..... or higher class of construction works, are eligible to have their quotations evaluated.

Joint ventures are eligible to submit tenders provided that:

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

#### **4 COMMUNICATION**

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

#### **5 LEGAL COMPLIANCE**

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

#### **6 CHANGES TO QUOTATIONS**

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

#### **7 PRICING**

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

#### **8 BINDING OFFER**

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

## 9 DISCLAIMERS

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

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

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, PRASA reserves the right to cancel the contract. PRASA reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another Respondent.

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

## 10 LEGAL REVIEW

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

## 11 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

## **12 PROTECTION OF PERSONAL DATA**

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

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

### 13 EVALUATION METHODOLOGY

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

| <b>EVALUATION PROCESS</b>         |   |
|-----------------------------------|---|
| <b>Stage 1</b>                    |   |
| Mandatory Criteria                |   |
| <b>Stage 2</b>                    |   |
| Non-Mandatory compliance          |   |
| <b>Stage 3</b>                    |   |
| Technical/Functional Criteria     | Testing of capacity – meet minimum threshold of 65% |
| <b>Stage 4 - Price and B-BBEE</b> |   |
| Price                             | 80  |
| BBBEE                             | 20  |
| <b>TOTAL</b>                      | <b>100</b>  |

### 14 ADMINISTRATIVE RESPONSIVENESS

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

### 15 VALIDITY PERIOD

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

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

## 16 DISCLOSURE OF PRICES QUOTED

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

## 17 RETURNABLE DOCUMENTS

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

### 17.1 PREQUALIFICATION AND MANDATORY RETURNABLE DOCUMENTS

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

### 17.2 NON -MANDATORY RETURNABLE DOCUMENTS

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

### 17.3 RETURNABLE DOCUMENTS USED FOR SCORING PURPOSES

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

## 18 BRIEFING SESSION (DELETE IF NOT APPLICABLE)

A Compulsory RFQ briefing session will be held on the **28 June 2022, at 10:00 for a period of an hour 1<sup>st</sup> Floor Tower Block, Cape Town Station**. The briefing session will start punctually at 10h00, and information will not be repeated for the benefit of Respondents joining late.

## SECTION 3

### 1 EVALUATION CRITERIA:

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

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

| No. | Description of requirement  |  |
|-----|---|--|
| a)  | <p><b>Price Schedule and Pricing form (Section 4) must be included in Volume2/Envelope 2</b></p> <p>To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilize a different format. Deviation from this pricing schedule will result in a bid being declared non-responsive.</p>   |  |
| b)  | Completion and submission of RFQ documents, SBD forms, Commissioner of Oath with ALL declarations   |  |
| c)  | <p>Joint Venture / Consortium agreement / Trust Deed/ Confirmation in writing of their intention to enter into a JV or consortium agreement signed by all parties. (if applicable)</p> <p><b>Note:</b> A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level and CIDB grading Verification Certificate for every separate tender.</p> |  |
| d)  | Attendance certificate of compulsory briefing session ( if applicable)  |  |

**Stage 2: Non - Mandatory Requirements** - The following documents are non-mandatory and where not submitted, Prasa may request the documents and must be made available at the time of request:

| No. | Description of requirement  |  |
|-----|---|--|
| a)  | Company Registration Documents  |  |
| b)  | Copies of Directors' ID documents;  |  |
| c)  | Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin |  |
| d)  | CSD report / CSD reference number   |  |
| e)  | Proof of UIF registration   |  |
| f)  | Proof of Bank Account (i.e. cancelled cheque or letter issued by the bank   |  |
| g)  | Valid Original, or certified copy of Letter of Good Standing (COID)   |  |

**Stage 2.2: Documents required for Scoring** - The following Non-Mandatory Documents used for purposes of scoring a bid. If not submitted by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive a score of zero for the applicable evaluation criterion.:

| No. | Description of requirement  |  |
|-----|---|--|
| a)  | <p>Valid B-BBEE Certificate from SANAS accredited rating agency (Original or certified copy) /DTI B-BBEE certificate (original or certified copy) or sworn affidavit signed and stamped by the commissioner of oath. Joint ventures to submit the consolidated Valid B-BBEE Certificate from SANAS accredited rating agency (Original or certified copy)</p> <p>Consolidated BBEE certificate for Joint Venture is required. As per the implementation guide preferential procurement regulations 2017 pertaining to the preferential procurement policy framework act no 5 of 2000 march paragraph 9 BROAD BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES sub paragraph 9.3 and 9.4 states that:</p> <p>A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status Level Verification certificate for every separate tender.</p> |  |

## 2.1 Stage 3

### Technical / Functionality Requirements (If applicable)

#### Scoring of Functionality:

The minimum threshold for Technical/functionality criteria is **65%** and bidders who score below this minimum will not be considered for further evaluation in terms of price and B-BBEE.

Summary of the technical/functional requirements are presented in the table 7.2 below.

| ITEM | CRITERIA  | WEIGHT     |
|------|---|------------|
| 1    | Service Provider's experience   | 40         |
| 2    | Vehicles (Indicate Ownership or rental)   | 40         |
| 3    | Financial Capacity: Operating cash flow (Cash Flow and Financial Statement to be submitted) | 20         |
|      | <b>TOTAL</b>  | <b>100</b> |

Details of the scoring methodology presented above are outlined below:

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

| CRITERIA                      | WEIGHT | SCORES  |
|-------------------------------|--------|---|
| Service Provider's experience | 40     | <p>Provide a list of previous contracts of a similar nature, i.e. <b>Waste disposal and Septic Tank Cleaning Services</b>, successfully completed in the past 5 years with reference letters and the appointment letters from main clients for each completed contract</p> <p>The tenderer must submit the reference letter in from the previous client signed on company letter head. The reference letters must indicate the following:</p> <ul style="list-style-type: none"> <li>• Whether the project was completed on time and adhered to program of works.</li> <li>• Quality of work that was done.</li> <li>• The Value of the contract</li> </ul> <p>NOTE: Should the reference letter indicate that:</p> <ol style="list-style-type: none"> <li>i) The contract was not completed within the stipulated project program/time due to delays attributed to the Service Provider, or</li> </ol> |

|   |           |  |
|---|-----------|--|
|   |           | <p>ii) The expected quality of work was not met, i.e. work not done according to specification, such reference letters shall not be accepted.</p> <p>0. No Submissions</p> <p>1. Inadequate information provided</p> <p>2. Previous jobs completed ( with signed written contactable reference letters and appointment letters from clients) to the value of R500k in the last 5 year</p> <p>3. Previous jobs completed ( with signed written contactable reference letters and appointment letters from clients) to the value of R1m in the last 5 years</p> <p>4. Previous jobs completed (with signed written contactable reference letters and appointment letters from clients) to the value of R2m in the last 5 years.</p> <p>5. Previous jobs completed (with signed written contactable reference letters and appointment letters from clients) to the value of R3m or more in the last 5 years</p> |
| <p>Vehicles (Indicate Ownership or rental),<br/>Tools and equipment</p> | <p>40</p> | <p>The Service Provider must submit a list of Vacuum trucks as well as proof of ownership / Rental (Registration papers or Leasing / Rental agreement)</p> <p>0. No Submissions</p> <p>1. Inadequate information provided</p> <p>2. One Vacuum truck with Vacuum unit mounted on the truck with at least 6m<sup>3</sup> vacuum spaces and vacuum suction up to 8000 litres is listed with proof of ownership or rental.</p> <p>3. A list of (Two to Three) Vacuum truck with Vacuum unit mounted on the truck with at least 6m<sup>3</sup> vacuum spaces and vacuum suction up to 8000 litres is provided with proof of ownership or rental</p> <p>4. A list of (Four) Vacuum truck with Vacuum unit mounted on the truck with at least 6m<sup>3</sup> vacuum spaces and vacuum suction up to 8000 litres vehicles is provided with proof of ownership or rental</p>   |

|   |           |   |
|---|-----------|---|
|   |           | <p>5. Five and above list of Vacuum truck with Vacuum unit mounted on the truck with at least 6m<sup>3</sup> vacuum spaces and vacuum suction up to 8000 litres is provided with proof of ownership or rental.</p>  |
| <p>Financial Capacity:<br/>Operating cash flow</p> <p>Provide two (2) recent year's annual financial statements prepared by the registered professional which reflect the company financial capability to manage the infrastructure project.</p> <p>Required components of financial statement: Statement of financial position)Balance sheet (statement of cash flow), income statement(Profit and Loss)</p> <p>Formula: Operating Cash Flows Ratio = Cash Flows From Operations/Current Liabilities</p> | <p>20</p> | <p>0: No Submissions of financial Statement</p> <p>1. Submission of incomplete or irrelevant of financial Statement</p> <p>2. Operating Cash Flows Ratio <math>X &lt; 0</math></p> <p>3. Operating Cash Flows Ratio <math>0 \leq X &lt; 0.5</math></p> <p>4. Operating Cash Flows Ratio <math>0.5 \leq X \leq 1</math></p> <p>5. Operating Cash Flows Ratio <math>X &gt; 1</math></p> |

## 2.2 Stage 4- 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 7 B-BBEE claim form.

## SECTION 4

### PRICING AND DELIVERY SCHEDULE

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

- 1 Prices must be quoted in South African Rand, inclusive of VAT.
- 2 Price offer is firm and clearly indicate the basis thereof.
- 3 Pricing Bill of Quantity is completed in line with schedule if applicable.
- 4 Cost breakdown must be indicated.
- 5 Price escalation basis and formula must be indicated.
- 6 Respondents are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Respondent. PRASA may:
  - 7 negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
  - 8 if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFQ;
  - 9 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFQ.
  - 10 if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFQ.

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

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

(Full address) conducting business under the style or title of: \_\_\_\_\_  
represented by: \_\_\_\_\_ in my capacity as:

\_\_\_\_\_ being duly authorised, hereby  
offer to undertake and complete the above-mentioned work/services at the prices quoted in the bills of quantities /  
schedule of quantities or, where these do not form part of the contract, at a lumpsum, of  
R \_\_\_\_\_ (amount in numbers);

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

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

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

## SECTION 5

### PRASA GENERAL CONDITIONS OF PURCHASE

#### **General**

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

#### **Conditions**

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

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

#### **Local Content Obligations**

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

#### **Price and payment**

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

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

#### **Delivery and documents**

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

Where items are to be delivered the Supplier:



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

### **Containers / packing material**

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

### **Title and risk**

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

### **Rejection**

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

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

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

### **Warranty**

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

### **Indemnity**

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

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

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

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

### **Termination**

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

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

### **Governing law**

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

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

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

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

**2. Bidder's declaration**

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

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

2.2.1 If so, furnish particulars:

.....

---

<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.

.....

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.
- 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.

---

<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.



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     |
|--|------------|
| <b>PRICE</b>   | <b>80</b>  |
| <b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>               | <b>20</b>  |
| <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. 55of 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

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

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

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

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

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

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances PRASA would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at [www.dti.gov.za/economic\\_empowerment/bee\\_codes.jsp](http://www.dti.gov.za/economic_empowerment/bee_codes.jsp).
- 5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.
- 5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating a Verification Agency accredited by SANAS.
- 5.5 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.9 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 6. **BID DECLARATION**

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

**6.1.1 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

|     |                          |    |                          |
|-----|--------------------------|----|--------------------------|
| YES | <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"/> |
|-----|--------------------------|----|--------------------------|

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 |  |  |
| Cooperative owned by black people                                 |  |  |
| Black people who are military veterans                            |  |  |
| OR  |  |  |
| Any EME   |  |  |
| Any QSE   |  |  |

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
 .....  
 .....

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have.
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bidder to another person without disclosing it, PRASA reserves the right to penalise the bidder up to 10 percent of the value of the contract;
  - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (f) forward the matter for criminal prosecution.

**WITNESSES**

1. ....

2. ....

.....  
**SIGNATURE(S) OF BIDDERS(S)****DATE:** .....**ADDRESS** .....

.....

.....

**SECTION 8**

**CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING**

It is hereby certified that \_\_\_\_\_ Representative(s)  
of \_\_\_\_\_ [name of entity] has attended the  
RFQ Briefing session to which this enquiry relates.

FOR / ON BEHALF OF PRASA

DESIGNATION

Name \_\_\_\_\_

Signature \_\_\_\_\_

**Acknowledgement**

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

THUS DONE and SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20.....

DULY AUTHORISED SIGNATORY(IES)

WITNESSES

Signature \_\_\_\_\_ Name \_\_\_\_\_

Signature \_\_\_\_\_ Name \_\_\_\_\_

## SECTION 9

### COMMISSIONER OF OATH

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

\_\_\_\_\_ (Sign – SERVICE PROVIDER)

\_\_\_\_\_ (Name – SERVICE PROVIDER)

COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON

STAMP :

NAME & SURNAME:

DESIGNATION/RANK :

PERSAL/EMPLOYEE NO:

PLACE/DATE:

## SECTION 10

### SPECIFICATION/SCOPE OF WORK

*The scope of work for this project shall entail the following activities:*

#### a. SCOPE OF THE DESIRED SOLUTION

The purpose of the works set out in this specification is to pump out the septic tanks and high pressure clean of sewer lines on an ad-hoc basis.

- Weekly / monthly pump these out and dispose of the waste at the various dedicated Municipal facilities.
- “As and when” clean the tanks out including jetting out sewage lines, if any blockages occur.
- Dumping Disposal fees are to be included for all certified waste disposal sites.
- Disposal of waste only to be done at certified disposal sites.

#### b. DETAILS ON THE PREFERRED SOLUTION

With the current staff shortage, no other option is available.

High cost of traveling, sleep out and other expenses will be stopped

#### c. TARGETED AREA BY THIS PROJECT

All the work will be done under Operational budget, i.e., servicing, pumping, cleaning and jetting of the septic tanks

#### d. EXTENT AND COVERAGE OF THE PROPOSED PROJECT

- The request is to appoint a Service Provider to cover but not limited the facilities inclusive of the depots, houses and other Prasa related facilities.

| NO | Station/ Facilities         |
|----|-----------------------------|
| 1  | Steenberg, House 1 Henley   |
| 2  | Steenberg, House 3 Henley   |
| 3  | Steenberg, House 5 Henley   |
| 4  | Steenberg Station           |
| 5  | Windemere CTC               |
| 6  | Eersteriver – House GC4L    |
| 7  | Eersteriver – House GC4H    |
| 8  | Eersteriver – House GC4F    |
| 9  | Eersteriver – House GC4i    |
| 10 | Eersteriver – House 35      |
| 11 | Eersteriver – Line Camp     |
| 12 | Firgrove Station, House 19  |
| 13 | Firgrove Station, House 21  |
| 14 | Firgrove Station, House 22  |
| 15 | Firgrove Station – House 23 |

|    |                                |
|----|--------------------------------|
| 16 | Firgrove Station – House 25    |
| 17 | Firgrove Station – House 29    |
| 18 | Firgrove Station – House 31    |
| 19 | Firgrove Station – House 33    |
| 20 | Firgrove Station – House 34    |
| 21 | Firgrove Station – House 35    |
| 22 | Firgrove Station – House 43    |
| 23 | Firgrove Station – House 44    |
| 24 | Firgrove Station, House 45     |
| 25 | Firgrove Station, House 46     |
| 26 | Firgrove Station – House GC2F  |
| 27 | Vlottenberg Station – House 6  |
| 28 | Vlottenberg Station – House 12 |
| 29 | Vlottenberg Station            |
| 30 | Lynedoch Station – House 10    |
| 31 | Faure Station                  |
| 32 | Faure Station, House 2         |
| 33 | Glencairn Station              |
| 34 | Koelenhof Station              |
| 35 | Koelenhof Station – House 17   |
| 36 | Ysterplaat Station             |
| 37 | Akasia Park Station            |
| 38 | Tygerberg Station              |
| 39 | Nolungile Station              |
| 40 | Bellville Station              |
| 41 | Mutual Station                 |
| 42 | Pentech Station                |

**e. OTHER RELATED PROJECTS**

*There are no projects that have been identified as related to this proposed project:*

**1. SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED**

**a. Availability Requirements**

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

**b. Maintenance Materials and Tools**

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

All maintenance of vehicles, tools and equipment to be used must be safe and sound at all times and meet calibration standards.

Housekeeping is an essential component of good maintenance environment and therefore the Service Provider will be required to leave every asset in working order.

The equipment of the successful Service Provider must be on such a standard to enable one to execute the above work successfully and therefore one or more of the following equipment specifications are applicable:

- Vacuum Truck;
  - Vacuum unit mounted on truck with at least 6m<sup>3</sup> vacuum spaces.
  - Vacuum suction up to 8000 litre
- High Pressure Jetting Truck;
  - High Pressure jetting unit mounted on truck.
  - Pressure of at least 120 bar and a flow rate of 220 litre/minute.
  - 120m jetting hose of at least 25mm diameter
  - Jetting water tank capacity of at least 1000 litre
- Combination Truck;
  - Vacuum suction up to 8000 litre
  - Vacuum tank at least 4 m<sup>3</sup>
  - Jetting pressure of at least 120 bar with 220 litre/minute flow rate.
  - Jetting water tank capacity of at least 1000 litre

**c. Service Types and Service Schedule**

**i. Septic tanks**

Planned work referred to herein will include:

Scheduled Weekly / Monthly Pumping

Quarterly cleaning out sludge and debris at bottom of tanks

Jetting as required to ensure sewage lines are kept clean

Record keeping of all jobs, loads and disposal thereof at the certified municipal sites.

**d. Maintenance Reports**

All scheduled and planned maintenance and servicing shall be conducted and carried out during normal working hours at the cost tendered for. Visits to the premises will be as scheduled for the Service Provider to carry work on the maintenance as per this specification / schedule.

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

- The type of work or service done (pumping, Cleaning and or Jetting)
- Problems experienced
- Results of inspection
- Faults found and their priority thereof
- Monthly records of each site / jobs completed.

**e. Audits and Quality Control**

PRASA-CRES reserves the right to conduct an independent safety and quality audit to be carried out on the facilities. The Service Provider shall provide his own quality controls to ensure compliance with the specifications, maintenance and any changes to legislation or regulations applicable will be brought to PRASA-CRES for consideration.

## BILL OF QUANTITIES/PRICING SCHEDULE

Include or attach detailed pricing schedule

REPAIRS: NB! Any repairs to be undertaken, the service provider shall strip, diagnose and quote. The approval will be granted for any repairs prior on them being done. Kindly note, no service shall be executed without approval.

| Item  | Description  | Anticipated Use of Contract per annum | Unit                | Rate   |                               |                               |
|---|--|---------------------------------------|---------------------|--------|-------------------------------|-------------------------------|
|   |  |                                       |                     | Year 1 | Year 2 Add escalation (CPI %) | Year 3 Add escalation (CPI %) |
|   | <i>Percentage Annual Increase on rates considering labour/ Consumer Price Index Increase: Used to determine Year 2 and Year 3 rates.</i>   |                                       | %                   | n/a    |                               |                               |
| 1   | Inspection / Emptying / Pumping and disposal of waste from septic tanks Including Cleaning and de-sludging. Proof of disposal and amount of human waste pumped. Cost per min load of 8000L | <b>420 Loads</b>                      | Cost per 8000L Load | R      | R                             | R                             |
| 2   | Jet Blasting / Cleaning of blocked drains or piping etc as required  | <b>350 Hours</b>                      | Per Hour            | R      | R                             | R                             |
| SUB- TOTAL  |  |                                       |                     | R      | R                             | R                             |
| VAT @15%  |  |                                       |                     | R      | R                             | R                             |
| TOTAL   |  |                                       |                     | R      | R                             | R                             |
| <b>Total Price for a Period of three (03) years (36 Months)</b> (Total Year 1 + Total Year 2+ Total Year 3) |  |                                       |                     | R      |                               |                               |