



**prasa**

PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

## REQUEST FOR QUOTATION (RFQ)

**RFQ NUMBER: ECR/CRES/17/10/2022**

**REQUEST FOR QUOTATION (RFQ) PROVISION OF THREE (3 )AS AND WHEN SERVICE PROVIDERS OF HYGIENE AND SANITATION AT EAST LONDON, PORT ELIZABETH AND MLPS CORRIDOR IN EASTERN CAPE REGION FOR A PERIOD OF 24 MONTHS.**

**SECTION 1: SBD1**  
**PART A INVITATION TO BID**

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

BID NUMBER:	<b>ECR/CRES/17/10/2022</b>	CLOSING DATE:	31 October 2022	CLOSING TIME:	12:00
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**DESCRIPTION**      **REQUEST FOR QUOTATION (RFQ) PROVISION OF THREE (3) AS AND WHEN SERVICE PROVIDERS OF HYGIENE AND SANITATION AT EAST LONDON, PORT ELIZABETH AND MLPS CORRIDOR IN EASTERN CAPE REGION FOR A PERIOD OF 24 MONTHS**

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

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

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

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

CONTACT PERSON	<b>LULEKA MTYALA</b>
TELEPHONE NUMBER	<b>043 700 2329</b>
E-MAIL ADDRESS	<a href="mailto:lmtyala@prasa.com">lmtyala@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] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		

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

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  
 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](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID NVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE: .....

**NB:**

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

## SECTION 2

### NOTICE TO BIDDERS

#### 1. RESPONSES TO RFQ

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

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

#### 2. PREQUALIFICATION / ELIGIBILITY CRITERIA

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

#### 3 CIDB Grading

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

Joint ventures are eligible to submit tenders provided that:

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

#### **4 COMMUNICATION**

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

#### **5 LEGAL COMPLIANCE**

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

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

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

#### **7 PRICING**

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

#### **8 BINDING OFFER**

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

## 9 DISCLAIMERS

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

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

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

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

## **10 LEGAL REVIEW**

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

## **11 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. PRASA is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

## **12 PROTECTION OF PERSONAL DATA**

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

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

### 13 EVALUATION METHODOLOGY

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

EVALUATION PROCESS	
<b>Stage 1</b>	
Mandatory / Prequalification Criteria	
<b>Stage 2</b>	
Non-Mandatory compliance	
<b>Stage 3</b>	
Technical/Functional Criteria	Testing of capacity – meet minimum threshold of 80%
<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 NOT APPLICABLE**

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

## SECTION 3

### 1 EVALUATION CRITERIA:

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

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

No.	Description of requirement	
a)	<p>Price Schedule and Pricing form (Section 4)</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. (Pricing must be on the second envelope)</p>	
b)	<p>Completion and submission of RFQ documents, SBD forms, Commissioner of Oats and with ALL declarations must be completed and duly signed</p>	
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</p>	
d)	<p>Proof of Registration with the National Environment Management Waste. (Original/ certified)</p>	

**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 Bank Account (i.e. cancelled cheque or letter issued by the bank	
f)	Valid Original, or certified copy of Letter of Good Standing (COIDA)	

**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>	

### STAGE 3 TECHNICAL/FUNCTIONAL

Sub-Criteria	Description	Weightings	
Track record of bidder on similar type and Experience	<p><i>Bidder of companies that have provided similar services type of contracts, with contactable references.( works or projects must be last recent 10 years)</i></p> <ul style="list-style-type: none"> <li>• Attach letters of appointment and references letters indicating level of performance.</li> <li>• All letters submitted should be on the client's company letterheads. (where service is and or was rendered)</li> </ul>	50%	
	No Proof of letters provided or only one (1) set of letters submitted		1
	Only two (2) set of letters submitted		2
	Only three (3) set of letters submitted		3
	Only four (4) set of letters submitted		4
	Five (5) and above set of letters submitted	5	
	<p><b>Previous Experience of Key personnel (Supervisors)</b>            Reference: Comprehensive CV's that detail combined work experience of supervisors and contactable references. <i>(The following formula to be used in calculating the experience):</i>  <i>Number of combined years of Supervisors / Number of Supervisors = Average Number of Combined Years</i></p>	50%	
	Average combined Experience or experience of one (1) year but less than two (2) years in Supervisory capacity with CV attached		1
	Average combined Experience of between two (2) years but less than three (3) years in Supervisory capacity with CV attached		2
	Average combined Experience of between three (3) years but less than four (4) years in Supervisory capacity with CV attached		3
Average Combined Experience of four (4) years and but less than 5 years in Supervisory capacity with CV attached	4		
Average Combined Experience of five (5) years and above in Supervisory capacity with CV attached	5		
<b>Total</b>		<b>100%</b>	



Stage 3

**Technical / Functionality Requirements (If applicable)**

**Scoring of Functionality:**

The minimum threshold for Technical/functionality criteria is **80%** and bidders who score below this minimum will not be considered for further evaluation in terms of price and B-BBEE.

CRITERIA	WEIGHT	SCORES

**2.1 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:

- Ps* = Score for the Bid under consideration
- Pt* = Price of Bid under consideration
- Pmin* = Price of lowest acceptable Bid

**Evaluation of Preference**

Evaluation and final weighted scoring

- a) Broad-Based Black Economic Empowerment criteria [weighted score 20 points]  
Preference Points will be awarded to a bidder for attaining the B-BBEE status

level contribution in accordance with the table indicated in Section 7 B-BBEE claim form.

## SECTION 4

### PRICING AND DELIVERY SCHEDULE

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

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

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

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

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

capacity as:

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

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

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

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

## SECTION 5

### PRASA GENERAL CONDITIONS OF PURCHASE

#### **General**

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

#### **Conditions**

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

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

#### **Local Content Obligations**

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

#### **Price and payment**

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

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

## **Delivery and documents**

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

Where items are to be delivered the Supplier:

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

## **Containers / packing material**

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

## **Title and risk**

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

## **Rejection**

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

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

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

## **Warranty**

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

## **Indemnity**

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

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

## **Assignment and sub-contracting**

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

## **Termination**

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

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

## **Governing law**

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

**SECTION 6  
SBD4**

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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.

<b>Full Name</b>	<b>Identity Number</b>	<b>Name of State institution</b>

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


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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However,

communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 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

<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.

## 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. 55 of 1998)
- 2.23 **“Price”** includes all applicable taxes less all unconditional discounts.
- 2.24 **“Proof of B-BBEE Status Level of Contributor”** i) the B-BBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 2.25 **“Rural Area”** i) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.
- 2.26 **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.27 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.28 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.29 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.30 **“Township”** means an urban living area that any time from the late 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		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

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

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

Company

(Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the
- iv) purchaser that the claims are correct;

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

WITNESSES

- 1. ....
- 2. ....

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



## SECTION 8

### DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS **NOT APPLICABLE**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

	<b>Minimum Threshold for Local Content</b>

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

*(Tick applicable box)*

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

- 3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

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

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

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

**LOCAL CONTENT DECLARATION**  
**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution):

.....

NB

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

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity), the

following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

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

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

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

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

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

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

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

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

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

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

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

## 1 INSTRUCTIONS FOR COMPLETING THE RFQ

1.1 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.**

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

**Volume 1 (Envelop 1/Package 1)**

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

**Volume 2 (Envelop 2/ Package 2)**

- **Part C:** Financial Proposal

**Volume 2** Has to be submitted in a separate sealed envelope. Bidders must make their pricing offer in envelop 2/package 2, no pricing and pricing related information should be included in the Volume 1 envelop 1.

- 1.3 Bidders must sign submission register to avoid disqualification
- 1.4 Late submissions will not be considered
- 1.5 Failure to adhere to RFQ instructions will lead to disqualification

## SECTION 9

### 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 10

### COMMISSIONER OF OATHS

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

\_\_\_\_\_ (Sign – SERVICE PROVIDER)

\_\_\_\_\_ (Name – SERVICE PROVIDER)

#### COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON

**STAMP :**

**NAME & SURNAME:**

**DESIGNATION/RANK :**

**PERSAL/EMPLOYEE NO:**

**PLACE/DATE:**

## SECTION 11

### INTRODUCTION

**PROVISION OF THREE (3) AS AND WHEN SERVICE PROVIDERS OF HYGIENE AND SANITATION AT EAST LONDON, PORT ELIZABETH AND MLPS CORRIDOR IN EASTERN CAPE REGION FOR A PERIOD OF 24 MONTHS.**

#### 1. SCOPE OF WORK

This specification covers PRASA's requirements for provision of health and sanitation services for various stations where Prasa operates.

#### 2. OBJECTIVE

Prasa wishes through this contract to secure timely, consistent and cost effective high quality Hygiene services (sanitation) for the staff ablution facilities and ticket offices located within various station precincts.

It is Prasa's general objective that the contractor maintains cleanliness and improves general conditions and appearance of all facilities in a suitable manner, at the affordable maintenance while ensuring compliance to general occupational health and safety and applicable legislations.

##### 2.1 The primary objective of this contract is to:

Procure the services of a health and sanitation contractor who will be fully responsible for various stations **as per the list attached (Appendix A)**

1. Provision of Concept Units (Bins)
2. Provision of Soap Dispenser (where applicable)
3. Provision of Aerosol Fragrance units (Where applicable)
4. Provision of Hand driers.

Ensure that the entire specified station precinct reflects the image of Prasa. **The precinct includes:**

Staff toilets/ Ablution Facility (Operational Offices and Station ticket offices)

##### **AREAS TO BE SERVICED:**

The service provider shall service all staff ablution facilities including ticket offices on the station/ /or depot which falls within the precinct of Prasa.

## Annexure B

### SPECIAL CONDITIONS

#### 1. DEFINITIONS AND INTERPRETATION:

1.1 “Station Facilities” means, all the buildings, parking areas, open spaces and structures within the boundaries of station as may be indicated in the layouts.

1.2 “Areas to be serviced” means, the servicing of all components of the mentioned items, e.g., offices include sanitizing of bins, provision of soap dispensers & Aerosol fragrance units. etc.

1.3 “Contractor “means the company appointed for provision of Hygiene and Sanitation services for Metrorail.

#### 2. UNSAFE WORKING ENVIRONMENT

Any employee of Prasa reserves the right to halt the service provider from performing the Works, if there is a proof of unsafe working conditions, procedure/ methods. The service provider can only be permitted to proceed with the Works after implementation of safe working conditions/ methods/ procedures.

Works sites shall be protected by proper warning signs to alert commuters and station personnel of the contractor’s activities within the station precinct at all time.

All Works shall be executed in accordance to E.4E (April 1997): Safety arrangements and procedural compliance with the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and regulation.

#### 3. QUALITY MANAGEMENT

All services performed under this contract shall be subjected, before payment, to inspection by Prasa which may withhold payment when in its opinion any service has not been performed in accordance with the requirements of the contract. Payments for service will be made monthly by Prasa only if the service have been performed to the satisfaction of Prasa.

Service Schedule shall be attached as appendix c which shall be kept on site and be used as a guide on a daily/ monthly/ regular basis for work performed.

#### 4. WORKING HOURS

Provision of high-quality hygiene services on a daily basis excluding weekends and public holidays on all specified PRASA stations areas.

The hygiene services shall be done with approved Health and Safety Plan.

## 5. PERSONNEL

1. A great attention shall be given to good presentation and appearance of the site authorised personnel.
2. Cleaning personnel shall be dressed in cleaning gear showing Company's badge and their name identification and shall be wearing appropriate PPE during operation hours.

## 6. INSPECTION

1. The contractor shall implement a regular supervision schedule of all facilities under the contract. Regular inspections of all ablution facilities for duration of operating times and signed inspection sheet located in the facilities.
2. Every shift shall have a working competent appointed by the Contractor

## 7. TRAINING

1. The Contractor shall ensure site authorized personnel are trained on how to use chemicals and equipment correctly.
2. Safe working rules and ensure site authorized personnel are familiar and understand safety

## 8. COMPLIANCE WITH STATUTE

**The Service Provider shall ensure compliance in all statutory and regulations applicable to the industry where the service is rendered.**

- a. The Basic Conditions of Employment Act 1997 ( Act no 75 of 1993)
- b. The Labour Relations Act, 1995 (Act no 66 of 1995)
- c. The Occupational and Safety Act, 1993 (Act no 85 of 1993)
- d. The National Environmental Management Act (Act no 107 of 1998)
- e. National Railway Safety Regulator Act (16/2002)

**PRASA regards the following as major contravention with the Agreement and PRASA shall in such cases/circumstances penalize the service provider**

1. **Operational (that may impact on our stakeholders and may affect revenue generation)**

**2. Safety (non – compliance to National Railway Safety Regulations Act (16/2002)**

**3. Hygiene Standards (as prescribed in the agreement)**

**9. MEETINGS**

- (a) For the purpose of feedback on operational issues and for evaluation of performance, the Service Provider or his/her duly authorized rep and PRASA rep shall on a specified period convene.

**10. PROOF OF THE FOLLOWING IS REQUIRED**

- (a) Registration of employees with Provident Fund for the cleaning industry
- (b) Registration for Compensation for Occupational Injuries and Diseases (**COIDA**)
- (c) Registration for UIF with department of Labour.
- (d) Registration with the National Environment Management Waste.

**11. AMENDMENTS**

- (a) Metrorail reserve the right to amend specification requirements and deployment as it may deem fit in achieving the desired results on planned and unplanned events.
- (b) The service provider shall be expected to remunerate its employees at the applicable rate as per Government Gazette and shall be expected to do so at the end of every month or at the beginning of every month over the contract period with Prasa.

**14. SAFETY AND HOUSEKEEPING**

- a) Prasa operates stations within a strict railway operating environment with high commuter flow, particularly during operating peak periods. Safety of commuters is therefore a non negotiable requirement and the following should be strictly complied with:

The contractor shall submit a Health and Safety Plan, which will include Risk Assessment with proposed work method and request for approval for site access (Metrorail's approval). Only when approval is granted shall the contractor occupy operating space for the duration of the contract.

- b) Good safety and housekeeping practices will be entrenched in working methods and practices.
- c) Compliance with Environmental, Health and Safety regulations as well as any such regulation prescribed by PRASA. It is the Contractors responsibility to know and understand the regulations.
- d) Regular and routine or ad-hoc inspections of compliance with safety and housekeeping will be undertaken and necessary corrective actions immediately implemented

**15. MAINTENANCE RECORDS AND REPORTS**

- a) The **CONTRACTOR** is to ensure that proper records of equipment, consumables; inspection lists and duly authorized reps servicing registers are maintained. These records must be made available on request.
- b) The **CONTRACTOR** is to produce monthly reports indicating the daily resource deployment for the month, adhoc costs, and costs depicting the monthly contract fee, consumable allocation per facility with costing, walk-about findings, non-conformances and all actions taken.
- c) **Continual improvement:** This contract encourages the analysis of operations, to identify deficiencies, to introduce new technologies and provide proposals. This is the primary reason why proper record keeping and monthly reporting is prescribed in this contract.
- d) **Control Documents:** Control documents will be placed at the **Area offices** to confirm that all activities have been carried out as per specifications. These documents are to be signed by the Contractors' duly authorized reps daily and **must** accompany the payment invoice each month. Failure to do this will result in a penalty against the contractor.

The contractor shall also provide the **Area Office** with documentation indicating the daily activities,

## 16. CONTRACTOR GIVING STAFF OFF - YEARLY AND OTHER LEAVE

When the Contractor gives his/her staff off for any of the under mentioned reasons he/she should replace the number of workers that he / she has given off immediately, to keep the staff compliment at the level as agreed upon at all times.

Yearly leave  
Causal leave (one day)  
Absconded  
Sickness  
Strike  
Maternity leaves  
Family matters

## 17. STRIKES AND SERVICE DISRUPTIONS

In the event the Contractor's employees engage on strike, the contractor will be required to provide contingency plan. In such event, Metrorail shall remunerate the contract accordingly.

## 18. STAFF FACILITIES AND LOCKUP FACILITIES FOR EQUIPMENT/MATERIAL

Where Metrorail has facilities for station cleaning personnel, these facilities will be available to the contractor and his/her staff. These facilities should be kept neat by the Contractor and his/her workers at all times. Where there are no facilities the contractor must provide it at his/her cost.

## 19. QUANTITIES

Metrorail reserves the right to reduce and/or to increase the quantities, as set out in the scope of works and schedule of quantities prior to the awarding of the tender and during the course of the contract.

## 20. CANCELLATION

Metrorail reserve the right to cancel the contract or any part of the contract at any time in the event of poor service delivery on

the part of the service provider or any breach of contract.

## 21. LIABILITY

The Contractor accepts liability and to indemnify Metrorail against any claims whatsoever arising from his conduct and/or the conduct of his employees.

## 22. RETURNABLE DOCUMENTS FOR TENDER EVALUATION

- a) The resource and reps deployment plan for each station/ precinct.
- b) Hygiene servicing Programme
- c) Schedule of rates

### Annexure C

#### SPECIFICATION FOR THE HYGIENE SERVICES (SANITATION)

##### 1. The service provider must –

- Service the staff ablation facilities of METRORAIL (i.e. Operational Offices and Ticket offices at stations. (See the attached list - Appendix A).
- Supply, deliver and replenish consumable; i.e.; Sanitary bins units (including disposal bag holders), soap dispensers units , toilet papers, hand drier and Automated air freshener units.
- Note:
  - ✓ Bins must be charged with a sweet-smelling disinfectant that helps maintain freshness throughout the usage period before changes.
  - ✓ The contractor must make provision for sanitary bins as and when required and the servicing will be performed by the station cleaning appointed contractor.
  - ✓ Sanitary bins to be cleaned and serviced by service provider on a weekly basis.
  - ✓ Soap dispenser units to be serviced and replenished by service provider on a weekly basis.
  - ✓ Automated air fresheners to be serviced and replenished by service provider on a monthly basis.
  - ✓ Pictures of equipment and materials to be used must be attached to tender document for approval.
- Sanitary bins must be supplied by the successful tenderer and removed at end of contract period.
- To be environmentally friendly all sanitary waste must be collected by a registered waste carrier/ licensed and comply with the National Environment Management Waste Act 59 of 2008,
- Monthly reports must be submitted to PRASA offices, containing name of premises, signature of person in charge of the building or his delegate and the dates that each one have been treated, at the end of every month,

- Provide a Programme/ Schedule to indicate collection and frequency per depot.
- Ad hoc inspections will be carried out to establish correctness of reports.
- A copy of your registration with the National Environment Management Waste Act must be attached to your quotation.
- If units should increase in numbers during the contract period, it will be at the same rate as quoted for the remainder of the contract.
- No sanitary bins must be replaced by service provider, if found to be stolen, without Prasa's office's written confirmation.
- The successful supplier must be able to provide bins as and when required (**must keep a buffer / additional bins**) at the same rate quoted.

## 2. STAFF TOILETS/ ABLUTION FACILITIES AND CHANGE ROOMS

Chemicals to disinfects to be approved by PRASA Management.

- |   |                |
|---|----------------|
| • Empty Dustbins / replace waste bags daily and disinfect | <b>WEEKLY</b>  |
| • Disinfect area from all smells                          | <b>WEEKLY</b>  |
| • Clean and sanitize all bins                             | <b>WEEKLY</b>  |
| • Replenish soap  | <b>WEEKLY</b>  |
| • Replenish Aerosol Fragrance                             | <b>MONTHLY</b> |

**N.B. Work shall be undertaken during normal working hours (i.e., 08h00 – 16h00)**

## 3. WASTE DISPOSAL:

- |   |               |
|---|---------------|
| • Empty and clean all waste receptacles | <b>WEEKLY</b> |
| • Remove all waste to specified areas   | <b>WEEKLY</b> |

## 4. HYGIENE SERVICES:

- Aerosol (Air Freshener)
- Soap Dispenser
- Empty SHE bins

## 5. COMPULSORY CHEMICAL AND OTHER REQUIREMENTS

- SABS approved equipment.
- Chemicals used must conform to SANS specifications and standards.

## CONTRACTORS' OBLIGATION

A.1 The **CONTRACTOR** hereby agrees and warrants that s/he shall carry out in an efficient, expert and responsible way his/her duties and obligations of rendering services to PRASA in terms of this **agreement**.

A.2 For the purposes of rendering services in terms of this **agreement**, the **CONTRACTOR** shall use equipment, which is in good working order and repair to the satisfaction of the **Project Manager**, who has the power to audit and request documentation of any equipment used by the **CONTRACTOR**.

A.3 The **CONTRACTOR** is hereto bound to investigate and attend to any complaints received via the PRASA Help Desk in respect of services rendered. S/he shall react or respond to such complaint **immediately** after receiving such complaint. Response and/or reaction times in dealing with such complaints will be measured on a monthly basis.

**NB: An appendix reflecting complaints and response times must be included with monthly invoices.**

A.4 The **CONTRACTOR** is responsible for the provision of hygiene services, equipment and consumables necessary for the effective rendering of the Services in terms of this agreement. The equipment shall be kept in a neat, tidy and workable condition at all times. The **CONTRACTOR** shall ensure that there are **no** interruptions in rendering of the services in terms of this **AGREEMENT**.

(i) The Contractor shall provide the following equipment in the toilet facilities, which **forms part of the fixed monthly price**. All toilets falling within the prescribed areas shall be equipped with the following at the Contractor's cost:

- The contractor shall attend to calls free of charge when requested to attend to units that have malfunctioned. The contractor shall also ensure that these units are serviced and maintained on a weekly/monthly basis. The service shall include replacing of batteries and/or refilling of the units with formulated deodorizers.

A.6 The **CONTRACTOR** shall avail him/ herself for evaluation meetings, when required.

A.7 The **CONTRACTOR** shall ensure that a **minimum** of: i.e.

Operating Times: Monday to Friday : 07h00 to 16H00. Is adhered

**SECTION A**

**PRICING SCHEDULE**

**East London Corridor:**

<b>DESCRIPTION</b>						
The monthly prices provided below must include <b>weekly/monthly provision of hygiene services</b> of the current facilities residing in the entire <b>station and/or depot</b> precinct.						
<b>Schedule of Prices:</b>						
<b>Item no</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price (Excl vat)</b>	<b>VAT</b>	<b>Unit price per year</b>	<b>Total Price (Incl VAT)</b>
	Wall Bin	33				
	She Bin Intima	33				
	She packet/POM dispenser	33				
	Air Freshener dispensers	35				
	Liquid Soap Dispensers	35				
	Seat Spray dispenser	35				
	Hand dryers	35				
	Toilet paper holder	49				

<b>Monthly Consumables (Section A)</b>		
<b>TOTAL COST (INCLUDING VAT)</b>		<b>R</b>

**Port Elizabeth Corridor:**

<b>DESCRIPTION</b>						
The monthly prices provided below must include <b>weekly/monthly provision of hygiene services</b> of the current facilities residing in the entire <b>station and/or depot</b> precinct.						
<b>Schedule of Prices:</b>						
<b>Item no</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price (Excl vat)</b>	<b>VAT</b>	<b>Unit price per year</b>	<b>Total Price (Incl VAT)</b>
1.	Wall Bin	33				
2.	She Bin Intima	33				
3.	She packet/POM dispenser	33				
4.	Air Freshener dispensers	35				
5.	Liquid Soap Dispensers	35				
6.	Seat Spray dispenser	35				
7.	Hand dryers	35				
8.	Toilet paper holder	49				

<b>Monthly Consumables (Section A)</b>		
<b>TOTAL COST (INCLUDING VAT)</b>		<b>R</b>

**MLPS Corridor:**

<b>DESCRIPTION</b>						
The monthly prices provided below must include <b>weekly/monthly provision of hygiene services</b> of the current facilities residing in the entire <b>station and/or depot</b> precinct.						
<b>Schedule of Prices:</b>						
<b>Item no</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit Price (Excl vat)</b>	<b>VAT</b>	<b>Unit price per year</b>	<b>Total Price (Incl VAT)</b>
1.	Wall Bin	25				
2.	She Bin Intima	20				
3.	She packet/POM dispenser	25				
4.	Air Freshener dispensers	20				
5.	Liquid Soap Dispensers	26				
6.	Seat Spray dispenser	30				
7.	Hand dryers	30				
8.	Toilet paper holder	28				

<b>Monthly Consumables (Section A)</b>		
<b>TOTAL COST (INCLUDING VAT)</b>		<b>R</b>

