



**prasa**

PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

## REQUEST FOR QUOTATION (RFQ)

**RFQ NUMBER: KZN/RAIL/08/11/2022/018/Q-2**

**REQUEST FOR QUOTATION (RFQ) FOR: SUPPLY AND DELIVERY OF SOLID HARDWOOD CROSSING TIMBERS (SLEEPERS) (FOR A PERIOD OF 24 MONTHS) FOR THE PRASA KZN REGION**

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

BID NUMBER:	KZN/RAIL/08/11/2022/018/Q-2	CLOSING DATE:	23 NOVEMBER 2022	CLOSING TIME:	12:00PM
DESCRIPTION	SUPPLY AND DELIVERY OF SOLID HARDWOOD CROSSING TIMBERS (SLEEPERS) (FOR A PERIOD OF 24 MONTHS) FOR THE PRASA KZN REGION				

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE **BID BOX NO.04** SITUATED AT (*STREET ADDRESS*):

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

CONTACT PERSON	<b>Rani Padayachee</b>
TELEPHONE NUMBER	<b>0318130138</b>
E-MAIL ADDRESS	<b>rani.padayachee@prasa.com</b>

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		<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]**

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  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 PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. **PRESCRIBED IN THE BID DOCUMENT.**
- 1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

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

- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....

**NB:**

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

## **SECTION 2**

### **NOTICE TO BIDDERS**

#### **1. RESPONSES TO RFQ**

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

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

#### **2 COMMUNICATION**

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

#### **3 LEGAL COMPLIANCE**

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

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

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

#### **5 PRICING**

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

#### **6 BINDING OFFER**

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

#### **7 DISCLAIMERS**

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

- Modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- Reject Quotations submitted after the stated submission deadline or at the incorrect venue ;

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, PRASA reserves the right to cancel the contract.

PRASA reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another Respondent.

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

## **8 LEGAL REVIEW**

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

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

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

## **10 PROTECTION OF PERSONAL DATA**

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

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

## 11 EVALUATION METHODOLOGY

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

EVALUATION CRITERIA	WEIGHTING
Stage 1	Compliance
Mandatory Compliance	Basic Compliance
Stage 2	Technical/Functionality
Technical/Functional Requirements (If applicable)	Threshold of 70%
Stage 3	Price and BBBEE
Price	80
BBBEE	20
TOTAL	100

## 12 ADMINISTRATIVE RESPONSIVENESS

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

## 13 VALIDITY PERIOD

- 13.1 PRASA requires a validity period of .....**Working Days** from the closing date.
- 13.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the delegated authority has approved the process the validity of the successful respondent(s)' bid will be deemed to remain valid until finalization of the of award.),

## 14 DISCLOSURE OF PRICES QUOTED

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

## 15 RETURNABLE DOCUMENTS

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

### 15.1. Mandatory Returnable Documents

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

## SECTION 3

### 1 EVALUATION CRITERIA:

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

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

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

No.	Description of requirement	
a)	Price Schedule / Pricing form	
b)	Completion of ALL RFQ declarations	
c)	Completed, Signed and Stamped Commissioner of Oaths	
d)	SBD 6.2 (Declaration Certificate for Local Content)	
e)	Annexure C: Local Content Declaration (Summary Schedule)	
f)	Annexure C: Local Content Declaration to be completed per line item, failure to comply will result in your quote being disqualified.	
g)	Joint Venture / Consortium agreement / Trust Deed (if applicable)	
h)	Contractors must quote on all items listed on the BOQ	
i)	Bidders to complete submission register when dropping off bids into the tender-box	
j)	The Supplier will state the species and the origin of the timber proposed for the use as railway sleepers; (Documentation to be supplied with submission). If, more than one species is being offered, the Supplier will state the mix (composition) of consignment; (Documentation to be supplied with submission)	

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

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

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

## 2.1 Stage 3

### Technical / Functionality Requirements

#### Scoring of Functionality:

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

CRITERIA	WEIGHT	SCORES

## 2.2 Stage4- Price and B-BBEE

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

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

Where:

$P_s$  = Score for the Bid under consideration

$P_t$  = Price of Bid under consideration

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

## Evaluation of Preference

Evaluation and final weighted scoring

- a) Broad-Based Black Economic Empowerment criteria [weighted score 20 points] Preference Points will be awarded to a bidder for attaining the B-BBEE status level contribution in accordance with the table indicated in Section 8 B-BBEE claim form.

## SECTION 4

### PRICING AND DELIVERY SCHEDULE

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

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

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

\_\_\_\_\_

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

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

by: \_\_\_\_\_ in my capacity as:

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

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

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

## SECTION 5

### PRASA GENERAL CONDITIONS OF PURCHASE

#### General

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

#### Conditions

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

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

#### Local Content Obligations

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

#### Price and payment

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

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

### **Delivery and documents**

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

Where items are to be delivered the Supplier:

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

### **Containers / packing material**

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

### **Title and risk**

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

### **Rejection**

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

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

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

### **Warranty**

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

## Indemnity

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

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

## Assignment and sub-contracting

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

## Governing law

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

## SECTION 6

SBD4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

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

Full Name	Identity Number	Name of State institution

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

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

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

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

**3 DECLARATION**

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

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

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

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

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

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

## SECTION 7

### B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the ..... preference point system shall be applicable.
- 1.3 Either the **80/20** preference point system shall be applicable to this bid.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price; and
  - (b) B-BBEE Status Level of Contribution.

1.5 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5.1 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “**Black designated group**” has meaning assigned to it in codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

2.6 “**Black People**” meaning assigned to in Section 1 of Broad-Based Black Economic Empowerment Act.

2.7 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.8 “**CIPC**” means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.

2.9 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that

can be utilized have been taken into consideration;

- 2.10 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.11 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.12 “**co-operative**” means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)
- 2.13 “**Designated Group**” means - i) Black designated groups; ii) Black People; iii) Women; iv) people with disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)
- 2.14 “**Designated Sector**” means, sub-sector or industry or product designated in terms of regulation 8(1)(a)
- 2.15 “**EME**” means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.16 “**firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.17 “**functionality**” means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- 2.18 “**Military Veteran**” has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011);
- 2.19 “**National Treasury**” has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 2.20 “**non-firm prices**” means all prices other than “firm” prices;
- 2.21 “**person**” includes a juristic person;
- 2.22 “**People with disabilities**” meaning assigned to it in terms of Section 1 of Employment Equity Act, 1998 (Act No. 55 of 1998)
- 2.23 “**Price**” includes all applicable taxes less all unconditional discounts.
- 2.24 “**Proof of B-BBEE Status Level of Contributor**” i) the B-BBBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 2.25 “**Rural Area**” i) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land

tenure system.

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

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

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

**4. POINTS AWARDED FOR PRICE**

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

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

**80/20**

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

5.2

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

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

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

## 6. **BID DECLARATION**

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

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

6.2 B-BBEE Status Level of Contribution: . = ..... (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

## 7. **SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....?.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

**(Tick applicable box)**

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME <input checked="" type="checkbox"/>	QSE <input checked="" type="checkbox"/>
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
OR		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser

may, in addition to any other remedy it may have.

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

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

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

**SECTION 8**

**SBD 6.2**

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

## 1. General Conditions

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

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

	Minimum Threshold for Local Content
M00011228-Wooden crossing timbers - 250 X 125 X 2100 mm	70% Permanent way sector
M00054471-Wooden crossing timbers - 250 X 125 X 2400 mm	70% Permanent way sector
M00032159-Wooden crossing timbers - 250 X 125 X 2700 mm	70% Permanent way sector
M00012679-Wooden crossing timbers - 250 X 125 X 3000 mm	70% Permanent way sector
M00010629-Wooden crossing timbers - 250 X 125 X 3400 mm	70% Permanent way sector
M00000737-Wooden crossing timbers - 250 X 125 X 3700 mm	70% Permanent way sector
M00023202-Wooden crossing timbers - 250 X 125 X 4200 mm	70% Permanent way sector
M00052345-Wooden crossing timbers - 250 X 125 X 6000 mm	70% Permanent way sector
M00073473-Wooden crossing timbers - 250 X 160 X 2100 mm	70% Permanent way sector
M00108426-Wooden crossing timbers - 250 X 150 X 2100 mm	70% Permanent way sector

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

*(Tick applicable box)*

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

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

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

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

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

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

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

## LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

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

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

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

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial-development/ip.jsp>. 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) understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

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

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

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

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

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

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

## SECTION 9

### COMMISSIONER OF OATH

*I certify that the undersigned service provider has acknowledged that he/she has / have acquainted himself / themselves with the Contract, Project Specification / Special Conditions, Specifications and / or Bills of Quantities / Schedule of Quantities / Schedule of Prices, together with the drawings enumerated therein, as laid down by PRASA for the carrying out of the proposed WORKS knows and understands the contents of this document, that he/she does not have any objection to taking the oath, and that he/she considers it to be binding on his/her conscience, and which was sworn to and signed before me at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and that the administering oath complied with the regulations contained in Government Gazette No. R 1258 of 21 July 1972, as amended.*

\_\_\_\_\_ (Sign – SERVICE PROVIDER)

\_\_\_\_\_ (Name – SERVICE PROVIDER)

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

STAMP :

NAME & SURNAME:

DESIGNATION/RANK :

PERSAL/EMPLOYEE NO:

PLACE/DATE:

## SECTION 10

### SPECIFICATIONS FOR SOLID HARDWOOD CROSSING TIMBERS (SLEEPERS) IN THE PRASA KZN REGION

#### 1. SCOPE

This specification covers the supply of treated (creosoted) wooden sleepers for use in 1067mm gauge railway tracks to the PRASA KZNKZN region.

#### 2. SUPPORTING SPECIFICATIONS AND ORDER OF PRECEDENCE OF DOCUMENTS

The following standards form part specifications and documents shall, inter alia, form part of this contract and the order of precedence shall be as follows:

- a) The Project Specification (this specification).
- b) The Schedule of Quantities

#### 3. SPECIFICATIONS FOR SOLID HARDWOOD TIMBERS

- 3.1 Type of wood to comply with Permissible Species as shown in appendix 2 hereof (Refer Appendix 2).
- 3.2 Sleeper species shall be restricted to hardwood type with density greater than 800kg/m<sup>3</sup>.
- 3.3 Moisture content not to exceed 35%
- 3.4 Creosote to be heated to 80 degrees centigrade and pressed into timber at 90 bar.
- 3.5 Excess creosote to be fanned from timber after treatment.

#### 4. SUPPLIER REQUIREMENTS

- 4.1 The Supplier to supply the crossing timbers within a period of 3 months from receiving an official purchase order.
- 4.2 The Supplier to supply transport for the crossing timbers.
- 4.3 The Supplier will ensure that the species proposed appears on the list of Permissible Species in Appendix 1.
- 4.4 The Supplier will state the species and the origin of the timber proposed for the use as railway sleepers; (Documentation to be supplied with submission).
- 4.5 If, more than one species is being offered, the Supplier will state the mix (composition) of consignment; (Documentation to be supplied with submission)
- 4.6 The Supplier must supply proof that the species proposed is approved by Regulatory Authorities (Environmental or other) in the country origin; (Proof to be supplied on delivery/inspection).
- 4.7 The supplier must provide an official document from the Department of Forestry (or an equivalent

Government Department) from the country of origin, stating the harvesting management and forest revitalization programs followed to prevent exploitation of the applicable species; (Documentation required at time of delivery/inspection).

- 4.8 The supplier will take the necessary actions to ensure that the sleepers are manufactured from logs of good quality to provide sleepers complying with this specification.
- 4.9 The responsibility for ensuring compliance to dimensional tolerance specifications, deformation and defect tolerance limits following sawing and prior to further processing lies with the supplier.
- 4.10 Supplier shall attach to each sleeper a durable marking disk bearing his/her.
  - trademark,
  - species mark,
  - year of manufacture and
  - reference mark.

## 5. DIMENSIONS AND TOLERANCES

- 5.1 The dimensions and tolerances for both the Track and Crossing sleepers are given in Table 1.
- 5.2 All sleeper ends will be square (90°) to all surfaces and all surfaces perpendicular to each other.
- 5.3 Cups across the width or depth shall not exceed 3mm measured from a straight edge placed across the face/edge.
- 5.4 Bow shall not exceed 25mm for 2100mm sleepers and 10mm per meter increments thereof with a limit of 40mm measured from a line stretched from end to end.
- 5.5 Spring shall not exceed 40mm measured from a line stretched from end to end.
- 5.6 Bow shall not exceed 25mm for 2100mm sleepers and 10mm per meter increments thereof with a limit of 40mm measured from a line stretched from end to end.
- 5.7 Spring shall not exceed 40mm measured from a line stretched from end to end.

**TABLE 1**

	Open Track		Crossings/Switches	
	Dimensions (mm)	Tolerances (mm)	Dimensions (mm)	Tolerances (mm)
Width	250	+40, -10	250	+40, -10
Thickness	125	+10, -10	125/150	+10, -10
Length	2100	+75, -25	2100	+75, -25
			2400	+75, -25
			2700	+75, -25
			3000	+75, -25
			3400	+75, -25
			3800	+75, -25
			4200	+75, -25
			6000	+75, -25

## **6. QUALITY CONTROL**

6.1 Supplier to supply sample of items for PRASA KZN will carry out checks to ensure that the crossing timbers conform to specifications. Once approved then the supplier will deliver all quantities as per BOQ.

## **7 PAYMENT**

7.1 When the items have been delivered, invoices quoting the Contract number and the relevant Purchase Order Number must be sent to the Regional Engineer Perway, PRASA KZN.

7.2 Invoices must be accompanied by a Delivery Note together with a list detailing the quantity of items and signed by the consignee.

7.3 Payment will be as per Schedule of Quantities.

7.4 Prices to include transport costs.

## **8 TO BE SUPPLIED BY METRORAIL**

8.1 Nil.

## **9. PENALTIES**

9.1 If the supplier fails to deliver the goods in the stipulated time specified then he/she will pay PRASA KZN a penalty of R1, 000.00 (one thousand rand) per day from the date of the official request.

## **10. TERMINATION OF THE CONTRACT**

PRASA KZN reserves the right to cancel the contract at any time during the stipulated period due to the contractor not performing according to the requirements of the agreement.

## **11. DELIVERY**

11.1 PRASA KZN will require the items to be delivered to SCM warehouse in Springfield, 8 Kosi Place.

## **12. DURATION**

12.1 The duration of the contract will be for a period of 24 months and will commence once notified by PRASA KZN.

12.2 The contract will have a limiting value of R3, 500, 000.00 (Three million and five hundred thousand Rands only) inclusive of VAT.

12.3 The contract will terminate once the period is reached or when the value is attained whichever comes first.

### 13. LOCAL CONTENT

Only bids with the stipulated minimum threshold of **70%**, Annexure C (as per SBD 6.2), for local production and content will be considered. Failing to meet this, will lead to your bid being disqualified.

Bidders can apply to the DTI for an Exemption letter, (Contact details - Tebogo Makube – tmakube@thedti.gov.za), if the minimum threshold cannot be met. The Exemption letter must be submitted with this tender. Failure to provide an Exemption letter with this tender will render the tender incomplete and the tender will therefore not be considered for award of business.

#### APPENDIX 1: PERMISSIBLE SPECIES

BOTANICAL NAME	COMMON NAME	MARKING	ORIGIN
Acacia uigrescens	Micaia Knob Thorn	AN	Africa
Azelia Africana	Aligna, Ada	AA	Africa
Azelia bipindensis	Coussie	AA	Africa
Azelia pachyloba	PaPa	AA	Africa
Azelia quanzensis	Chamfuti, Pod Mahogany	ACI	Africa
Allenblackia stuhlmannii		AS2	Africa
Amblygonocarpus	Banga Wanga Scotsman's	AA3	Africa
Andongensis	Rattle		
Amblygonocarpus	Multiria Maruldao	AO	Africa
Andongensis			
Androstachys johnsonii	Merusse, Umzimbiti, Lebombo Ironwood	AJ3	Africa
Aspidosperma quebracho	White Quebracho	AQZ	S. America
Baikiaea plurijuga	Rhodesian /teak	BP2	Africa
Baillonella toxisperma	Moabi	BT3	Africa
Brachystegia	Messasa	BS2	Africa
Brachystegia allenii	Messasa	BA4	Africa
Brachystegia spiciformis	Messasa	BS5	Africa
Brachystegia spp	Msasa, Okwen	BS1	Africa
Breonadia microcephala	Matumi, Mingerhout	AM3	Africa
Burkea Africana	Macarati, Wild Seringa	BA	Africa
Chlorophora excelsa	Iroko	CE2	Africa
Cistantheraei	Kissinhungo	NL2	Africa
Cordyla madagascariensis	Anakaraka	CM3	Malagasy
Cynometra alexandrii	Muhimbi	CA3	Africa
Dialium englerianum	Ntiele	DE3	Africa
Dipterocarpus spp	Keruing	DS2	Malaysia
Erthrophleum spp	Messanda, Missanda Muave, Kassa Eloun, Tali	ES	Africa
Eucalyptus ocmenicides	White Mahogany	EA2	Australia
Eucalyptus bosistoana	Coastal Grey box	EB2	Australia
Eucalyptus botryoides	Southern Mahogany	EB1	Australia

<i>Eucalyptus gummifera</i>	Bloodwood	EC2	Australia
<i>Eucalyptus crebra</i>	Narrow-leaved Iron Bark	EC1	Australia
<i>Eucalyptus eugenoides</i>	Small-leaved Stringbark	EE1	Australia
<i>Eucalyptus moluccana</i>	Grey Box	EH1	Australia
<i>Eucalyptus marginata</i>	Jarra	EM1	Australia
<i>Eucalyptus microcorys</i>	Tallowwood	EM2	Australia
<i>Eucalyptus muelleriana</i>	Yellow Stringybark	EM3	Australia
<i>Eucalyptus paniculata</i>	Grey Ironbark	EP2	Australia
<i>Eucalyptus propinqua</i>	Grey Gum	EP6	Australia
<i>Eucalyptus punatata</i>	Grey Gum	EP5	Australia
<i>Eucalyptus camaldutensis</i>	Redriver Gum	ER3	Australia
<i>Eucalyptus fibrosa</i>	Broad-leaved Red Ironbark	ES2	Australia
<i>Eucalyptus sideroxylon</i>	Black Ironbark	ES1	Australia
<i>Eucalyptus wandoo</i>	Wandoo	ER1	Australia
<i>Fagara macrophylla</i>	Olon	FM2	Africa
<i>Gilbertiodendron dewevrei</i>	Ditshipi, Limbali	MD1	Africa
<i>Guibourtia arnoldina</i>	Benge	GA2	Africa
<i>Guibourtia colesperma</i>	Rhodesian Copalwood	GC3	Africa
	Bastard Mopane		
<i>Guibourtia conjugata</i>	Chacate	GC	Africa
<i>Julbernardia angolensis</i>		IA2	Africa
<i>Koompassaia malaccensis</i>	Kempas	KM3	Malaysia
<i>Lophira alata varprocera</i>	Ekki Bongossi	LA3	Africa
<i>Millettia stuhlmanni</i>	Panga-Panga	MS2	Africa
<i>Morus mesozygia</i>	Mercodze, African Mulberry	MM2	Africa
<i>Newtonia buchananii</i>	Mkufi, Mafamuti	NB2	Africa
<i>Perinari excels</i>	Mbula	PE2	Africa
<i>Pinus canariensis</i>	Canary pine	PS2	S.Africa
<i>Pinus elliottii</i>	Slash pine	PS2	S.Africa
<i>Pinus patula</i>	Patula pine	PS2	S.Africa
<i>Pinu pinaster</i>	Cluster pine	PS2	S.Africa
<i>Pinus radiate</i>	Monterey pine	PS2	S.Africa
<i>Pinus roxburghii</i>	Chir pine	PS2	S.Africa
<i>Pinus teada</i>	Loblolly pine	PS2	S.Africa
<i>Piptadeniastrum africa</i>	Dahoma, Agboin	PA3	Africa
<i>Sarcocophalus diderrichii</i>	Opepe	SD1	Africa
<i>Schinopsis spp</i>	Red Quebracho	SC2	S.America
<i>Shoerea spp</i>	Red meranti	SS3	East Indies
<i>Shorea spp</i>	Balau Group	SS4	Asia
<i>Staudtia stipitata</i>	Niove	ST3	Africa
<i>Swartzia madagascariensis</i>	Missimbe, PauFerro, Snake Bean	SM2	Malagasy
<i>Syzygium guineense</i>	Water Pear	SG2	Africa
<i>Tieghemella neckelli</i>	Makere	TH3	Africa
<i>Xylia dolabriformis</i>	Pyinkado	XD	Asia

### Technical / Functionality Requirements

No	Functionality and Capabilities	Maximum Points
1	<b>Quality: Technical (Supply of Wooden Crossing Timbers)</b> <ul style="list-style-type: none"> <li>• Statement of Compliance to Specification in the form of material data sheet/technical specifications (40)</li> <li>• NO Statement of Compliance to Specification in the form of material data sheet/technical specifications (0)</li> </ul>	40
2	<b>Previous Experience: (Supply of Wooden Crossing Timbers)</b> Supply detailed Info on at least 3 recent Projects in the last 5 years (20) <ul style="list-style-type: none"> <li>• &gt;3 projects (20)</li> <li>• 3 projects (15)</li> <li>• 1-2 projects (10)</li> <li>• NO Projects(0)</li> </ul>	20
3	<b>Capacity: Resources available for project</b> Comply to delivery date in writing: <ul style="list-style-type: none"> <li>• ≤ 6 months (40)</li> <li>• 7-8 months (15)</li> <li>• &gt; 8 months (10)</li> <li>• NO Delivery date in writing (0)</li> </ul> <b>Delivery period will start in 4 weeks after signing the contract.</b>	40
	<b>TOTAL</b> (A minimum of 70% must be attained to qualify for the next evaluation stage)	100

#### Pricing and BBEE

Only Bidders who have achieved the 70% minimum threshold for Technical / Functional evaluation will be evaluated for the Price and B-BBEE components.

**THE SUPPLY OF WOODEN CROSSING TIMBERS (SLEEPER FOR THE PRASA KZN REGION)  
SCHEDULE OF QUANTITIES**

Item	DESCRIPTION	UNIT	QTY	LOCAL CONTENT	RATE		AMOUNT	
					R	c	R	c
1	M00011228-Wooden crossing timbers - 250 X 125 X 2100 mm	No.	1	Permanent way sector 70%				
2	M00054471-Wooden crossing timbers - 250 X 125 X 2400 mm	No.	1	Permanent way sector 70%				
3	M00032159-Wooden crossing timbers - 250 X 125 X 2700 mm	No.	1	Permanent way sector 70%				
4	M00012679-Wooden crossing timbers - 250 X 125 X 3000 mm	No.	1	Permanent way sector 70%				
5	M00010629-Wooden crossing timbers - 250 X 125 X 3400 mm	No.	1	Permanent way sector 70%				
6	M00000737-Wooden crossing timbers - 250 X 125 X 3700 mm	No.	1	Permanent way sector 70%				
7	M00023202-Wooden crossing timbers - 250 X 125 X 4200 mm	No.	1	Permanent way sector 70%				
8	M00052345-Wooden crossing timbers - 250 X 125 X 6000 mm	No.	1	Permanent way sector 70%				
9	M00073473-Wooden crossing timbers - 250 X 160 X 2100 mm	No.	1	Permanent way sector 70%				
10	M00108426-Wooden crossing timbers - 250 X 150 X 2100 mm	No.	1	Permanent way sector 70%				
					<b>SUB TOTAL</b>			
					<b>VAT</b>			
					<b>TOTAL</b>			

