



prasa

PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: [**PR10345187**]

REQUEST FOR QUOTATION (RFQ) FOR REPAIR AND SERVICING OF TICKET OFFICE SAFES AND STRONG ROOMS FOR METRORAIL WESTERN CAPE ON AN “AS AND WHEN REQUIRED BASIS” FOR THE PERIOD OF 24 MONTHS

NB!!! Quotations submitted by email must be limited to a maximum of 7MB, virus-free. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the email address below on or before the deadline.

Email Address for Quotations: RFQWC@prasa.com

Quotations that are received by Metrorail after the deadline, for whatever reason, shall not be considered for evaluation. Bidders are only to send their proposal directly to the above-mentioned email address, and no other email as this will result in your proposal to be disqualified

SECTION 1: SBD1

PART A INVITATION TO BID

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

BID NUMBER:	___PR10345187___	CLOSING DATE:	30/11/2023	CLOSING TIME:12H00.....
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DESCRIPTION	REQUEST FOR QUOTATION FOR THE REPAIR AND SERVICING OF TICKET OFFICE SAFES AND STRONG ROOMS FOR METRORAIL WESTERN CAPE ON AN "AS AND WHEN REQUIRED BASIS" FOR THE PERIOD OF 24 MONTHS
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BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

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

1 ADDERLEY STREET

METRORAIL SUPPLY CHAIN MANAGEMENT

6TH FLOOR, ROOM 622B

PROPNET BUILDING

CAPE TOWN

Or

Emailed to: RFQWC@prasa.com (Note: Buyer not to be copied in the email as this will result in a disqualification)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Faniswa Mbunje
TELEPHONE NUMBER	(021) 449 3012
E-MAIL ADDRESS	fmbunje@prasa.com

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER

E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA.....
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLEBOX] <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 GOODS /SERVICES /WORKS OFFERED?	<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)?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES	<input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES	<input type="checkbox"/> NO

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.
- 1.5. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

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

SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

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

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

2. COMMUNICATION

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

3. BIDDERS COMPLAINTS PROCESS

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

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

4. LEGAL COMPLIANCE

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

5. CHANGES TO QUOTATIONS

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

6. PRICING

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

7. BINDING OFFER

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

8 DISCLAIMERS

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

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

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

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

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

9 LEGAL REVIEW

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

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

11 PROTECTION OF PERSONAL DATA

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

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

12 EVALUATION METHODOLOGY

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

EVALUATION CRITERIA	WEIGHTING
Stage 1 – Compliance	
Stage 1A	Mandatory Requirements
Stage 1B	Other Mandatory Requirements
Stage 2	
Technical/Functional Requirements	Threshold of 0% (Insert Applicable threshold)
Stage 3	
Price	80
Specific Goals	20
TOTAL	100

13 ADMINISTRATIVE RESPONSIVENESS

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

14 VALIDITY PERIOD

- 14.1 PRASA requires a validity period of**24 Months**.....**Business Days** from the closing date.
- 14.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the delegated authority has approved the process the validity of the successful respondent(s)' bid will be deemed to remain valid until finalization of the of award).

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

Respondents are to note that, bid awards, amendments and cancellations will be published on the e-tender portal and or media used to advertise the bid. For the award of business, PRASA is required to publish the prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), on CIDB website for construction related RFQ's. (*Where applicable*).

16 RETURNABLE DOCUMENTS

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

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:

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

Stage 1A – Mandatory Requirements

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

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

No.	Description of requirement	
a)	Completion of ALL RFP documentation (includes ALL declarations)	
b)	Briefing Session Form D. Bidders must also reflect on the Compulsory Briefing Session Attendance Register (Delete if not applicable)	N/A
c)	Joint Venture , Consortium Agreement or Partnering Agreement signed by all parties. The agreement should indicate the leading bidder where applicable. (Delete if not applicable)	
d)	Proof of CIDB grading Or higher (Delete if not applicable)	N/A

Stage 1B –Other Mandatory Requirements

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

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

No.	Description of requirement	
a)	Letter of Good Standing: COID. (Delete if not applicable)	
b)	Supply of valid SARS Pin	
e)	CSD supplier registration number	

2.1 Stage 2
Technical / Functionality Requirements (If applicable)

Scoring of Functionality: N/A

The minimum threshold for the Technical/functionality criteria is (0%) (insert applicable threshold) and bidders who score below this minimum will not be considered for further evaluation in terms of price and Specific Goals.

CRITERIA	INDICATOR	WEIGHT (%)	SCORES
E.G COMPANY EXPERIENCE	BIDDERS MUST SUBMIT REFERENCE LETTERS FOR SIMILAR WORK.	40	0. – 1. – 2. – 3. – 4. – 5. –
TOTAL		100	

2.2 Stage 3 – Price and Specific Goals

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

The maximum points for this tender are allocated as follows:

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Acceptable Evidence	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Women Owned	Certified Copy of ID Documents of the Owners	10	
EME or QSE 51% Black Owned	Audited Annual Financial/ B-BBEE Certificate/ Affidavit	10	

SECTION 4

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule **Annexure:** [...Page 22....]

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

I/ We _____ (Insert Name of Bidding Entity) of

_____ code _____

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

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

_____ (amount in numbers);

_____ (amount in words) Incl. VAT.

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

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

SECTION 5

PRASA GENERAL CONDITIONS OF PURCHASE

General

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

Conditions

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

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

Price and payment

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

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

Delivery and documents

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

Where items are to be delivered the Supplier:

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

Containers / packing material

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

Title and risk

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

Rejection

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

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

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

Warranty

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

Indemnity

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

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

Assignment and sub-contracting

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

Governing law

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

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

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/ NO

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

Full Name	Identity Number	Name of State institution

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

.....
.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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.
- 3.6 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.
- 3.7 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

.....

Position

.....

Date

.....

Name of bidder

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS and BEE Contribution (atleast Level 2)	20
Total points for Price and Specific Goals	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.2. POINTS AWARDED FOR PRICE

3.2.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

3.3. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.3.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \mathbf{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of —
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Acceptable Evidence	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Women Owned	Certified Copy of ID Documents of the Owners	10	
EME or QSE 51% Black Owned	Audited Annual Financial/ B-BBEE Certificate/ Affidavit	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

SECTION 11

SPECIFICATION/SCOPE OF WORK

Insert Specification/ Scope of Work here OR cross-reference to separate Annexure.....

BOQ/ PRICING SCHEDULE

ITEM NO	DESCRIPTION	LOCAL	UNIT	QTY	UNIT PRICE		TOTAL AMOUNT	
		CONTENT			R	C	R	C
1	- Request for quotation for the Repair and Servicing of Ticket Office Safes and Strong Rooms for Metrorail Western Cape on an "As and When Required Basis" for the period of 24 Months	N/A	Each	118				
TOTAL								
VAT 15%								
GRAND TOTAL								

INTRODUCTION AND BACKGROUND

The Passenger Rail Agency of South Africa (“PRASA”) has identified the need to appoint a service provider for the Repair and Servicing of Ticket Office Safes and Strong Rooms for Metrorail Western Cape on an “As and When Required Basis for the period of 24 Months

The main objective for issue of this RFQ is:

Repair and servicing of ticket office safes and strong rooms for Metrorail Western Cape on an “As and When Required Basis for the period of 24 Months

THE SCOPE OF WORK

The scope of work for this tender is:

Repair and Servicing of Ticket Office Safes and Strong Rooms for Metrorail Western Cape on an “As and When” Required Basis for the period of 24 Months

Overview and extent of the works:

The contract work consists of “AS AND WHEN REQUIRED SERVICING OF TICKET OFFICE SAFES AND STRONG ROOMS in the Western Cape of Metrorail.

The contractor shall integrate the provision of his services into the general operation of the Metrorail operational system which may require that the Contractor co-operate with other contractors employed by Metrorail.

Bill of Quantities:

At Metrorail (Western Cape), we currently operate one hundred and four (104) ticket offices with one hundred and eighteen safes (118) safes. Each office has a safe (AUSTEN, CHUBB, and CHATWOOD MILNER) with built-in inner fitments and a drop safe.

The replacement of inner lock mechanism and safe keys at various stations will not exceed **Twenty Four (24) months** contract period **during normal working hours.**

The maintenance and safe repair requirements at various stations will not exceed **Ten (10) during normal working hours.**

Location of works

The location and extent of the works is along the following rail corridors:

All station ticket offices in the Western Cape operational tunnel.

No	REGION	Station number	STATION NAME	Category
1	WC	100455	AKASIAPARK	Halt
2	WC	100978	ATHLONE 1	Intermediate
3	WC		ATHLONE 2	Intermediate
4	WC	100609	AVONDALE	Small
5	WC	101168	BELHAR	Intermediate
6	WC	100234	BELLVILLE 1	Supercore
7	WC		BELLVILLE 2	Supercore
8	WC	100773	BLACKHEATH 1	Core
9	WC		BLACKHEATH 2	Core
10	WC	101087	BONTEHEUWEL	Core
11	WC	100277	BRACKENFELL	Intermediate
12	WC	120014	CAPE TOWN A 1 (marine)	Supercore
13	WC		CAPE TOWN A 2 (Concourse)	Supercore
14	WC		CAPE TOWN B (Strand)	Supercore
15	WC		CAPE TOWN C (PTIMS Office)	Supercore
16	WC		CAPE TOWN parade	Supercore
17	WC	103004	Century City (windemere)	Intermediate
18	WC	102962	Chris Hani	Intermediate
19	WC	101303	CLAREMONT	Intermediate
20	WC	102776	CLOVELLY	Closed
21	WC	100988	CRAWFORD	Small
22	WC	100374	DAL JOSAFAT	Small
23	WC	100552	DE GREDEL	Small
24	WC	101427	DIEPRIVIER	Small
25	WC	100862	DU TOIT	Intermediate
26	WC	100803	EERSTERIVIER	Core
27	WC	100285	EIKENFONTEIN(S)	Core
28	WC	100188	ELSIESRIVIER	Intermediate
29	WC	120049	ESPLANADE	Halt
30	WC	101508	FALSE BAY	Small
31	WC	101907	FAURE	Small
32	WC	101923	FIRGROVE	Small
33	WC	101567	FISH HOEK	Core
34	WC	101583	GLENCAIRN	Small
35	WC	100145	GOODWOOD	Intermediate
36	WC	101311	HARFIELD ROAD	Small

No	REGION	Station number	STATION NAME	Category
37	WC	100951	HAZENDAL	Small
38	WC	101443	HEATHFIELD	Intermediate
39	WC	101117	HEIDEVELD 1	Core
40	WC		HEIDEVELD 2	Core
41	WC	100366	HUGUENOT	Core
42	WC	101559	KALKBAAI	Small
43	WC	102717	KAPTEINSKLIP	Intermediate
44	WC	101346	KENILWORTH	Small
45	WC	100404	KENTEMADE	Halt
46	WC	124044	KHAYELITSHA	Supercore
47	WC	100323	KLAPMUTS	Small
48	WC	100072	KOEBERGWEG	Small
49	WC	100358	KOELENHOF	Halt
50	WC	100293	KRAAIFONTEIN	Core
51	WC	100765	KUILSRIVIER	Core
52	WC	102911	KUYASA	Intermediate
53	WC	101494	LAKESIDE	Small
54	WC	101079	LANGA	Core
55	WC	101001	LANSDOWNE	Intermediate
56	WC	101141	LAVISTOWN	Intermediate
57	WC	102695	LENTEGEUR	Core
58	WC	100811	LYNEDOCH	Halt
59	WC	100099	MAITLAND	Core
60	WC	101656	MALMESBURY	Halt
61	WC	101656	MANDALAY	Intermediate
62	WC	120081	MBEKWENI	Core
63	WC	102563	MELTONROSE	Core
64	WC	102709	MITCHELL'S PLAIN	Core
65	WC	100501	MONTE VISTA	Small
66	WC	101249	MOWBRAY	Small
67	WC	101516	MUIZENBERG	Small
68	WC	100315	MULDERSVLEI	Halt
69	WC	100129	MUTUAL A	Intermediate
70	WC		MUTUAL B	Intermediate
71	WC	100927	NDABENI	Small
72	WC	101109	NETREG	Intermediate
73	WC	101281	NEWLANDS	Small
74	WC	124001	NOLUNGILE	Core
75	WC	124028	NONKQUBELA	Supercore
76	WC	101125	NYANGA	Core
77	WC	101214	OBSERVATORY	Small

No	REGION	Station number	STATION NAME	Category
78	WC	100641	OOSTERZEE	Small
79	WC	101036	OTTERY	Small
80	WC	120065	PAARDENEILAND	Closed
81	WC	100331	PAARL	Small
82	WC	100196	PAROW 1	Core
83	WC		PAROW 2	Core
84	WC	101192	PENTECH	Small
85	WC	102679	PHILIPPI	Supercore
86	WC	100935	PINELANDS	Small
87	WC	101397	PLUMSTEAD	Intermediate
88	WC	101451	RETREAT 1	Core
89	WC		RETREAT 2	Core
90	WC	101265	RONDEBOSCH	Small
91	WC	101257	ROSEBANK	Small
92	WC	100064	SALT RIVER 1	Core
93	WC		SALT RIVER 2	Core
94	WC	101206	SAREPTA	Small
95	WC	101591	SIMONS TOWN	Small
96	WC	101931	SOMERSET WEST	Small
97	WC	101052	SOUTHFIELD	Intermediate
98	WC	101532	ST JAMES	Small
99	WC	101478	STEENBERG	Intermediate
100	WC	100854	STELLENBOSCH	Intermediate
101	WC	101419	STEURHOF	Small
102	WC	100242	STIKLAND	Small
103	WC	120782	STOCK ROAD	Core
104	WC	102091	STRAND	Intermediate
105	WC	121312	SUNNY COVE	Closed
106	WC	100137	THORNTON	Small
107	WC	100226	TYGERBERG 1	Intermediate
108	WC		TYGERBERG 2	Intermediate
109	WC	101176	UNIBELL	Small
110	WC	101958	VAN DER STEL	Intermediate
111	WC	100161	VASCO	Intermediate
112	WC	100382	WELLINGTON	Intermediate
113	WC	101028	WETTON	Small
114	WC	100362	WITTEBOME	Small
115	WC	100013	WOODSTOCK	Intermediate
116	WC	101354	WYNBERG 1	Core
117	WC		WYNBERG 2	Core
118	WC	120073	YSTERPLAAT	Intermediate

Contract Duration

The contract shall be for a period of **Twenty Four (24) months** from date of signing of the contract by both parties.

PRIORITIES AND RESPONSE TIME

All work issued will be prioritised by Metrorail as follows and will require the response time as stated:

Priority	Definition	Response time	Work complete
Urgent	Work that could result in loss of revenue for Metrorail	Within 5 hours	Within 12 hours
After hours	Work that could result in loss of revenue for Metrorail	Within 12 hours	Within 24 hours
Normal	Work that will not have a financial impact if not attended to immediately.	Within 12 hours	Within 24 hours

SCHEDULE OF RATES (Bill of quantities)

ITEM	DESCRIPTION	Mark Up percentage	Estimated Units to be replaced	UNIT	RATE (RAND)
1	<p>The contractor is to quote/tender the total cost to perform the work of replacing station safes locks and keys upon request from the Operations Administrations Office.</p> <p>The contractor will indicate what percentage mark-up that will be added to material/parts used. Relevant documents to be used when invoices are submitted.</p> <p>Invoices from place of purchase of all material used, per individual work request, must be submitted for scrutiny along with invoices for payment. Invoices for payment should clearly indicate the % mark-up added by the contractor.</p>	%	20 (Twenty) Unit Replacement	PER UNIT	
ITEM	DESCRIPTION	Mark Up percentage	Estimated call outs	PER HOUR	RATE (RAND)
2	<p>The contractor is to quote/tender the total cost per hour to perform the work during normal working hours as described in clause “hours of work”. The cost shall be averaged between the furthest and the closest station/ticket office covered in terms of this contract. This cost to include travelling costs, but to exclude material expenses.</p>	N/A	92 (Ninety-Two)	PER/ HR	
ITEM	DESCRIPTION	Mark Up percentage	Estimated call outs	PER HOUR	RATE (RAND)
3	<p>The contractor is to quote/tender the total cost per hour to perform the work for call outs on Sundays and Paid Public holidays during normal working hours on stations as described in clause “hours of work”.</p> <p>The cost shall be averaged between the furthest and the closest station/ticket office covered in terms of this contract. This cost to include travelling costs, but to exclude material expenses.</p>	N/A	6 (Six)	PER/ HR	

4	The contractor is to quote/tender the total cost for the movement and installation of safes from one station to any other station within the Western Cape as specified in the list of stations. The cost shall be averaged between the furthest and the closest station/ticket office covered in terms of this contract. This cost to include travelling costs and “hours of work” to complete the work performed. The cost will also include the hiring and leasing of specialised equipment and/or transportation to cater for the movement and installation of safes.	N/A	10 (Ten)	Per Unit	
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Hours of work

For the purpose of this contract, the following definitions shall apply:

“Normal working hours” shall mean the period from 07:00 to 17:00 on normal weekdays.

“After hours” shall mean the period from 0:00 to 07:00 and 17:00 to 0:00n on normal weekdays and the entire Saturday.

“Paid public holidays” shall mean all official holidays recognised by the Republic of South Africa as well as any additional holidays declared by the President of the Republic.

For the purposes of compiling hourly rates, a Sunday will be included under the rate for paid public holidays.

Penalties for late completion

Should the contractor fail to complete and respond to works as per table in clause 2, he/she shall pay to Metrorail as penalties the amount of **R300.00 (three hundred rand only)** for each day the works remain incomplete.