

**REQUEST FOR QUOTATION (RFQ)**

**RFQ NUMBER: KZN/RAIL/2024/10/06/Q**

**REQUEST FOR QUOTATION (RFQ): APPOINTMENT OF SERVICE PROVIDER FOR PURCHASING AGREEMENT FOR SERVICING AND REPAIRS TO FIRE ALARM SYSTEMS AT VARIOUS STATIONS, DEPOTS AND OFFICES WITHIN PRASA KZN REGION FOR 24 MONTHS AS AND WHEN REQUIRED**

**SECTION 1: SBD1**

**PART A INVITATION TO BID**

|  |
| --- |
| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PASSENGER RAIL AGENCY (PRASA)** |
| BID NUMBER: | KZN/RAIL/2024/10/06/Q | CLOSING DATE:  |  19-11-2024 | CLOSING TIME: | 12:00PM |
| DESCRIPTION | APPOINTMENT OF SERVICE PROVIDER FOR PURCHASING AGREEMENT FOR SERVICING AND REPAIRS TO FIRE ALARM SYSTEMS AT VARIOUS STATIONS, DEPOTS AND OFFICES WITHIN PRASA KZN REGION FOR 24 MONTHS AS AND WHEN REQUIRED. |
| **CIDB GRADING: 2SF or Higher** |
| **BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:**   |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX NO 05 SITUATED AT *(STREET ADDRESS)*:**65 MASABALALA YENGWA AVENUE****PRASA REGIONAL OFFICE FOYER AREA** **HELPDESK** **PRASA SCM****KWAZULU NATAL**  |
| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** |
| CONTACT PERSON | **Johnson Zwane** |
| TELEPHONE NUMBER | **031 813 0102** |
| E-MAIL ADDRESS | **JZwane@metrorail.co.za** |
| **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…………………….. |
| 1. ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?
 | [ ] Yes [ ] No [IF YES ENCLOSE PROOF] | 1. ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**
 | [ ] Yes [ ] No[IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |
| **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? [ ]  YES [ ]  NODOES THE ENTITY HAVE A BRANCH IN THE RSA? [ ]  YES [ ]  NODOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? [ ]  YES [ ]  NODOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? [ ]  YES [ ]  NOIS 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. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
	2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER**
	3. **PRESCRIBED IN THE BID DOCUMENT.**
	4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
 |
| 1. **TAX COMPLIANCE REQUIREMENTS**
 |
| 1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
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.
3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://www.sars.gov.za).
4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
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**

# 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.

# 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.

# BIDDERS COMPLAINTS PROCESS

# 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:

* + 1. Bid/Tender Description
		2. Bid/Tender Reference Number
		3. Closing date of Bid/Tender
		4. Supplier Name
		5. Supplier Contact details
		6. The detailed compliant

# Legal Compliance

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

# Changes to Quotations

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

# Pricing

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

# 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.

# 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.

# 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.

# 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/>.

# 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.

1. **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**.

1. **Validity Period**
	1. PRASA requires a validity period of **60 Working Days** from the closing date.
	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.
2. **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](http://www.etenders.gov.za)), on CIDB website for construction related RFQ’s.

1. **Returnable Documents**

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

**16.1. Mandatory Returnable Documents**

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

**SECTION 3**

1. **EVALUATION CRITERIA:**

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

**Stage 1 – Mandatory Requirements**

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

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

|  |  |  |
| --- | --- | --- |
| **No.**  | **Description of requirement** |  |
|  | Section 1 - Invitation to Bid (SDB 1)*Must be completed & duly signed* |  |
|  | Section 8 - Declaration of Interest (SBD 4)*Must be completed & duly signed* |  |
|  | Section 6 - Bill of Quantities (BOQ) *Must be completed & duly signed* |  |
|  | Joint Venture / Consortium agreement / Trust Deed/ Confirmation in writing of their intention to enter into a JV or consortium agreement signed by all parties should they be awarded business by PRASA through this RFP process (if applicable) *Must be completed & duly signed* |  |
|  | Bidders to fill and sign the closing /submission register on submission of tender documents, failure to comply will result in a disqualification from the tender process. *Must be completed & duly signed* |  |
|  | Service Technicians must be registered with **SAQCC**, and proof of registration must be submitted together with the quotation. |  |
|  | **DOCUMENTS TO BE SUBMITTED WITH THIS TENDER****The Supplier must submit in writing(on a signed company letterhead) with this tender, acknowledging that*** All the replaced systems or components removed from sites shall be sent to the Technical Officers Office within a week of removal.

-The fire alarm systems must be serviced as per **SANS 10139:2007** and a certificate must be issued per site.-The fire system shal comply with the standards as set out by the South African National Standards**(SANS 10400).*** All the specification as laid down by the Fire Detection Installers Association(FDIA) must be adhered to as well as proof that your company is registered with **FDIA(Submit during quotes)**
* Occurrence of false alarms due to less than perfect surroundings must be minimised.
* The system must be able to handle the vibration of the passing trains and mild electromagnetic radiation of the surrounding electronic or electrical equipment.
* The suppliers hold the essential spares and guarantee support for at least 5 years.
* The contractor will submit a completed trip logbook together with invoice after work has been done and commissioned.
* The contractor will submit the invoices within 14 days after completion of work
* Access certificate or ID should be always carried by technician when visiting Metrorail premises.
* A general service per site should consist of testing all available loops, a few detectors per loop, the fire pane, gas cylinders pressure test and remote link(ATS) t0o control room where necessary
* All the calls will be attended to within 24 hrs during normal and abnormal hours unless otherwise stated
* MTTR alarm fault shall not exceed more than 3 hrs on arrival to the site.

  |  |
|  | CIDB GRADING 2 SF |  |

**Stage 2 – Other Mandatory Requirements**

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

|  |  |  |
| --- | --- | --- |
| **No.** | **Description of requirement** |  |
| a) | Letter of Good Standing: COID.  |  |
| b) | Supply of valid SARS Pin |  |
| e) | CSD supplier registration number |  |

Only bidders who comply with stage 2 will be evaluated further

**Stage 3 – Price and Specific Goals**

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

|  |  |
| --- | --- |
| **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

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**

* 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

**SECTION 4**

**SCOPE AND SPECIFICATION**

**PART A: GENERAL**

**CONTENTS**

A.1 SCOPE OF WORK

A.2 ADMINISTRATION OF THE CONTRACT

A.3 CHANGE OF NAME

A.4 STANDARD SPECIFICATIONS AND INSTRUCTIONS OF METRORAIL KZN

A.5 DURATION OF CONTRACT

A.6 PENALTIES FOR LATE COMPLETION

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

A.8 SITE

A.9 SERVICES

A.10 CLEARING OF SITE

A.11 HOURS OF WORK

A.12 SAMPLES AND TESTING

A.13 SITE MEETINGS

A.14 MEASUREMENT AND PAYMENT

A.15 INCREASE OR DECREASE IN COSTS OR ESCALATION

A.16 VALUE-ADDED TAX

A.17 INSURANCE

A.18 NEW SITE ASSESSMENTS

**PART A: GENERAL**

# A.1 SCOPE OF WORK

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

# A.2 ADMINISTRATION OF THE CONTRACT

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

**A.3 CHANGE OF NAME**

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

**A.4 STANDARD SPECIFICATIONS AND INSTRUCTIONS OF METRORAIL KZN**

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

1. The project specification
2. The schedule of quantities

# A.5 DURATION OF CONTRACT

A.5.1 PRASA requires that the contract be run for the duration of **two years from the date of acceptance or until the budget is exhausted**, which period shall include any statutory and workers holidays falling within this period.

# A.6 PENALTIES FOR LATE COMPLETION

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

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

A.7.1 The Contractor shall provide all Supervision and Labour necessary for the proper execution and completion of the work.

A.7.2 PRASA support B.E.E. The Contractor shall make extensive use of labour of the local communities. When called upon by PRASA, the Contractor shall provide documentary proof in this regard.

**A.8 SITE**

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

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

**A.9** **SERVICES**

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

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

**A.10** **CLEARING OF SITE**

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

**A.11** **HOURS OF WORK**

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

# Normal working hours shall mean the period from 07:30 to 16:00 on normal weekdays

**But all stations are opened from** 4:00 to 19:00 **Monday to Sunday**

**A.12 SAMPLES AND TESTING**

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

**A.13 SITE MEETINGS**

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

**A.14 MEASUREMENT AND PAYMENT**

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

**A.15 INCREASE OR DECREASE IN COSTS OR ESCALATION**

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

**A.16 VALUE-ADDED TAX**

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

**A.17 INSURANCE**

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

**A.18 NEW SITE ASSESSMENTS**

The following items should be covered when site assessments are conducted

1. A full schematic must be submitted including all equipment that will be installed clearly labelled.
2. A basic risk assessment must be conducted for the site with the Technical Officer
3. A complete quote should be submitted as per the “as and when” contract below and any items that are not stipulated on the “as and when” must be brought to the Technical Officers attention.
4. **All the above-mentioned points are to be considered when a new site assessment needs to be conducted**

PART B: PROJECT SPECIFICATION

CONTENTS

B.1 SCOPE OF WORK

B.2 SPECIAL CONDITIONS

B.3 REACTION TIME

B.4 METRORAIL SITES

B.5 SCHEDULE OF QUANTITIES

B.6 POINTS AWARDED FOR SPECIFIC GOALS

**B1 SCOPE OF WORK**

* To do maintenance, servicing, configuration, testing and repairs to various fire detection system at various Spoornet stations, Metrorail stations, depots and substations.
* To plan, design, remove, supply, install, test and commission fire alarm systems when is required.
* Ensure the compliance of all Metrorail fire alarm systems
* Guarantee on workmanship after completion.

**B2 SPECIAL CONDITIONS**

* A handover certificate shall be completed and signed by both Technical Officer and Contractor.
* All the replaced systems or components removed from sites shall be sent to the Technical Officers office within a week of removal.
* The fire alarm systems must be serviced as per SANS 10139:2007 and a certificate must be issued per site.
* The fire system shall comply with the standards as set out by the South African National Standards **(SANS 10400).**
* Service technicians must be registered with **SAQCC,** and proof of registration must be submitted together with quotations
* All the specification as laid down by the Fire Detection Installers Association (**FDIA)** must be adhered to as well as proof that your company is registered with **FDIA** (Submit during Quotes)
* The occurrence of false alarms due to less than perfect surroundings must be minimised.
* The system must be able to handle the vibration of the passing trains and mild electromagnetic radiation of the surrounding electronic or electrical equipment.
* The suppliers to hold the essential spares and guarantee support for at least 5 years.
* The contractor shall submit a completed trip logbook together with invoice after work has been done and commissioned.
* The contractor must submit the invoices within 14 days after completion of work.
* Access certificate or ID should be always carried by technician when visiting Metrorail premises
* A general service per site should consist of testing all available loops, a few detectors per loop, the fire panel, gas cylinders pressure test and remote link (ATS) to control room where necessary.
* A minimum CIDB grade 2 with special works SF to be submitted during quotation phase.

**B3 REACTION TIME**

* All the calls shall be attended to within 24 hrs during normal and abnormal hours unless otherwise stated.
* MTTR alarm fault shall not exceed more than 3 hrs on arrival to the site.

 **B4 METRORAIL SITES**

* **Durban HQ**
* **Protection services building**
* **IT Department**
* **Clairwood Signals**
* **Rossburgh Signals**
* **Durban parcel sub-station 1**
* **Durban parcel sub-station 2**
* **Durban parcel sub-station 3**
* **Durban parcel sub-station 4**
* **Durban station**
* **Moses Mabida**
* **Springfield stores**
* **Springfield Rolling Stock**
* **Durban Yard Lifting Shop**
* **Durban Electrical sub**
* **Durban Yard Telecoms Depot**
* **Bridge City**
* **Kwa Mashu**
* **Tembalihle**
* **Duffs Road**
* **Avoca**
* **Redhill**
* **Greenwood Park**
* **Effingham**
* **Temple**
* **Umgeni**
* **Durban station Concourse**
* **Shosholoza Meyl**
* **Berea station**
* **Dalbridge**
* **Congella**
* **Umbilo**
* **Rossburgh**
* **Clairwood Montclair**
* **Merebank**
* **Reunion**
* **Isipingo**
* **Zwelethu**
* **Kwa Mnyandu**
* **Lindokhule**
* **Umlazi**

**SECTION 5**

PRICING, BOQ/BOM AND DELIVERY SCHEDULE

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

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

**SECTION 6**

**BILL OF QUANTITIES**

**SCHEDULE OF QUANTITIES**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Item No** | **Description** | **Estimated Qty** | **Unit** | **Year 1 Rate** | **Year 2 Rate** | **Amount** |
| 1 | Call Out Rate Normal Hours | 1 | Hour |   |  |   |
| 2 | After hours Rate | 1 | Hour |   |  |   |
| 3 | Call Out Rate Sunday | 1 | Hour |   |  |   |
| 4 | Call Out Rate Public Holidays  | 1 | Hour |   |  |   |
| 5 | Transport (Light Vehicle) | 1 | Km |   |  |   |
| 6 | Site assessment of existing system | 1 | Complete |  |  |  |
| 7 | New site assessment | 1 | Complete |  |  |  |
| 8 | General service of fire alarm per site  | 1 | Complete |  |  |  |
|   | **NB: BELOW ITEMS INCLUDE LABOUR** |   |   |   |  |   |
| 1 | Supply and install ionisation sensor (DI950) | 1 | Each |   |  |   |
| 2 | Supply and install 950/990 Series mounting base (DB950) | 1 | Each |   |  |   |
| 3 | Supply and install 950 Series optical detector (DP 951) | 1 | Each |   |  |   |
| 4 | Supply and install Temperature detector (DT952) | 1 | Each |   |  |   |
| 5 | Supply and install base sounder with beacon | 1 | Each |   |  |   |
| 6 | Supply and install 950 Series optical/heat detector (DT951T) | 1 | Each |   |  |   |
| 7 | Supply and replace ziton Conventional fire panel, 4 zones (ZP1-F8-99) | 1 | Each |   |  |   |
| 8 | Supply and replace ziton Conventional fire panel, 8 zones (ZP1-F8-99) | 1 | Each |   |  |   |
| 9 | Supply and install Aritech analogue addressable fire panel 2-4 loop, 16 zones | 1 | Each |   |  |   |
| 10 | Supply and install ziton ZP3, 4 loop analogue addressable fire panel (ZP3-4L) | 1 | Each |   |  |   |
| 11 | Supply and install ziton repeater panel (LCD & controls) (ZP3-RDUB1-24) | 1 | Each |   |  |   |
| 12 | Supply and install Aritech FP1200 analogue fire alarm panel  | 1 | Each |  |  |  |
| 13 | Supply and install Aritech 2X – F2 – S – XX addressable fire panel  | 1 | Each |  |  |  |
| 14 | Supply and install ATS IP Kit which consists on an ATS 1809 interface module and ATS 1801 | 1 | Each |  |  |  |
| 15 | Supply and install Technoswitch model BS EN 54-2 addressable (TC-5402) | 1 | Each |   |  |   |
| 16 | Supply and install Aritech Conventional fire & extinguishing panel (FEC403EN) | 1 | Each |   |  |   |
| 17 | Supply and install ziton conventional fire & extinguishing panel (ZP3-ECU2) | 1 | Each |   |  |   |
| 18 | Supply and install White pluggable base for ZP755-2 &3 devices (SPB-3w) | 1 | Each |   |  |   |
| 19 | Supply and install ZP755BV-4x Base sounder/beacon (ZP755BV-4W)(ZP755BV-4x) | 1 | Each |   |  |   |
| 20 | Supply and install fire alarm Bell 6" (AB360) | 1 | Each |   |  |   |
|  | Supply and install weatherproof horn sounder with visual indicator - red | 1 | Each |  |  |  |
| 21 | Supply and install omnidirectional sounder beacon, red (102dBA) (178001) | 1 | Each |   |  |   |
| 22 | Supply and install red pluggable base for ZP755-2 & 3 devices (SPB-2R) | 1 | Each |   |  |   |
| 23 | Supply and install flush mounting red analogue callpoint c/w EN54 marking | 1 | Each |   |  |   |
| 24 | Supply and install surface mounting box with earth connector - Red (DMN787) | 1 | Each |   |  |   |
| 25 | Supply and install Battery - 12V, 7,2AH | 1 | Each |   |  |   |
| 26 | Supply and install battery – 12V 18AH | 1 | Each |  |  |  |
| 27 | Supply and install fire retardant cable 2x1mmsq - PH30 - p/m | 1 | Meter |   |  |   |
| 28 | Supply and install fire retardant cable 2x1mmsq - PH120 - p/m  | 1 | Meter |   |  |   |
| 29 | Supply and install repeater driver board (ZP3AB-SCB-D) (48202) | 1 | Each |   |  |   |
| 30 | Supply and install technoswitch tech 247 (TEC-407) | 1 | Each |   |  |   |
| 31 | Supply and install conventional optical sensor (Z630-3) | 1 | Each |   |  |   |
| 32 | Supply and install conventional surface mount detector base (Z6-BS1) | 1 | Each |   |  |   |
| 33 | Supply and install conventional heat sensor (rate of rise) (Z620-582-3) | 1 | Each |   |  |   |
| 34 | Supply and install conventional MCP Red, 560 ohm and free contacts | 1 | Each |   |  |   |
| 35 | Supply and install conventional surface mounting box - red (DMN787) | 1 | Each |   |  |   |
| 36 | Supply and install MCP resettable element (DMN800) | 1 | Each |   |  |   |
| 37 | Supply and install hinged cover (DMN782) | 1 | Each |   |  |   |
| 38 | Supply and install breakable seals (5pack) (DMN800) | 1 | Each |   |  |   |
| 39 | Supply and install a call point test keys (10 pack) (DMN784) | 1 | Each |   |  |   |
| 40 | Supply and install fire sounder, multi tone, shallow base (AS363) | 1 | Each |   |  |   |
| 41 | Supply and install xeon beacon, white base, red lens (FA340) | 1 | Each |   |  |   |
| 42 | Supply and install sounder/beacon, multi tone, shallow base (AS366) | 1 | Each |   |  |   |
| 43 | Supply and install fire alarm bell 6" (AB360) | 1 | Each |   |  |   |
| 44 | Supply and install 8"Fire bell - outdoor (AB380E) | 1 | Each |   |  |   |
| 45 | Configuration of ATS8600 advisor program and ensure remote functions. | 1 | Complete |  |  |  |
| 46 | Addition of new site onto ATS8600 at control room including graphics  | 1 | Complete |  |  |  |
| 47 | Supply and install high voltage relay | 1 | Each |  |  |  |
| 48 | Relocating of a fire panel  | 1 | Complete |  |  |  |
| 49 | Sliding door I/O module | 1 | Each |  |  |  |
| 50 | Supply and install Apollo XP95 optical smoke detector | 1 | Each |  |  |  |
| 51 | Supply and install Apollo series 65 heat detector | 1 | Each |  |  |  |
| 52 | Supply and install Edwards Modu laser minimum display Module | 1 | Each |  |  |  |
| 53 | Supply and install Edwards Modu laser detector module  | 1 | Each  |  |  |  |
| 54 | Supply and install particle separator  | 1 | Each |  |  |  |
| 55 | Supply and install particle separator 3 stage filter | 1 | Each |  |  |  |
| 56 | Supply and install aspirating detection pipe 27mm | 1 | Each  |  |  |  |
| 57 | Supply and install 90 degree bend 27mm detection pipe (3m length)  | 1 | Each  |  |  |  |
| 58 | Supply and install 2mm end cap  | 1 | Each  |  |  |  |
| 59 | Supply and install red straight union 27mm  | 1 | Each |  |  |  |
| 60 | Supply and install Ziton A series mini interface unit | 1 | Each |  |  |  |
| 61 | Supply and install 24V DC, 2A switch mode power supply  | 1 | Each |  |  |  |
| 62 | Supply and install 25mm PVC conduit | 1 | Meter |  |  |  |
|   | **SERVICING OF EACH ITEM**  |   |   |   |  |   |
| 63 | Ionisation sensor (DI950) | 1 | Each |   |  |   |
| 64 | 950 Series optical detector (DP 951) | 1 | Each |   |  |   |
| 65 | Apollo series 65 heat detector | 1 | Each |  |  |  |
| 66 | Apollo optical smoke detector | 1 | Each |  |  |  |
| 67 | Temperature detector (DT952) | 1 | Each |   |  |   |
| 68 | 950 Series optical/heat detector (DT951T) | 1 | Each |   |  |   |
| 69 | Ziton Conventional fire panel, 4 zones (ZP1-F8-99) | 1 | Each |   |  |   |
| 70 | Ziton Conventional fire panel, 8 zones (ZP1-F8-99) | 1 | Each |   |  |   |
| 71 | Aritech analogue addressable fire panel 2-4 loop, 16 zones | 1 | Each |   |  |   |
| 72 | Aritech 2X – F2 – S – XX addressable fire panel | 1 | Each |  |  |  |
| 73 | Ziton ZP3, 4 loop analogue addressable fire panel (ZP3-4L) | 1 | Each |   |  |   |
| 74 | Ziton repeater panel (LCD & controls) (ZP3-RDUB1-24) | 1 | Each |   |  |   |
| 75 | Technoswitch model BS EN 54-2 addressable (TC-5402) | 1 | Each |   |  |   |
| 76 | Aritech Conventional fire & extinguishing panel (FEC403EN) | 1 | Each |   |  |   |
| 77 | Ziton Conventional fire & extinguishing panel (ZP3-ECU2) | 1 | Each |   |  |   |
| 78 | White pluggable base for ZP755-2 &3 devices (SPB-3w) | 1 | Each |   |  |   |
| 79 | ZP755BV-4x Base sounder/beacon (ZP755BV-4W)(ZP755BV-4x) | 1 | Each |   |  |   |
| 80 | Fire alarm Bell 6" (AB360) | 1 | Each |   |  |   |
| 81 | Omnidirectional sounder beacon, red (102dBA) (178001) | 1 | Each |   |  |   |
| 82 | Red pluggable Base for ZP755-2 & 3 devices (SPB-2R) | 1 | Each |   |  |   |
| 83 | Flush mounting red analogue callpoint c/w EN54 marking | 1 | Each |   |  |   |
| 84 | Technoswitch tech 247 (TEC-407) | 1 | Each |   |  |   |
| 85 | Conventional optical sensor (Z630-3) | 1 | Each |   |  |   |
| 86 | Conventional heat sensor (rate of rise) (Z620-582-3) | 1 | Each |   |  |   |
| 87 | Conventional MCP Red, 560 ohm and free contacts | 1 | Each |   |  |   |
| 88 | MCP resettable element (DMN800) | 1 | Each |   |  |   |
| 89 | fire sounder, multi tone, shallow base (AS363) | 1 | Each |   |  |   |
| 90 | Fire alarm bell 6" (AB360) | 1 | Each |   |  |   |
| 91 | 8"Fire bell - outdoor (AB380E) | 1 | Each |   |  |   |
|  | INERT GAS SYSTEM |  |  |   |  |   |
| 92 | Refilling of gas tank | 1 | Liter |   |  |   |
| 93 | Supply and install manual discharge station | 1 | Complete |  |  |  |
| 94 | Supply and install discharge nozzle | 1 | Each |  |  |  |
| 95 | Supply and install manual actuator with safety pin | 1 | Each |  |  |  |
| 96 | Supply and install electro-magnetic actuator | 1 | Each |  |  |  |
| 97 | Supply and install 200 bar valve with manual and solenoid actuation for inert gas applications  | 1 | Each |  |  |  |
| 98 | Supply and install 200/300 bar valve with flexibility of actuation methods for inert gas applications | 1 | Each |  |  |  |
| 99 | Supply and install Discharge pressure regulator | 1 | Each |  |  |  |
| 100 | Supply and install pressure gauge  | 1 | Each |  |  |  |
| 101 | Supply and install monitoring switch | 1 | Each  |  |  |  |
| 102 | Supply and install pilot hose 400mm | 1 | Each  |  |  |  |
| 103 | Supply and install pilot hose 500mm | 1 | Each  |  |  |  |
| 104 | Supply and install pilot hose 700mm | 1 | Each  |  |  |  |
| 105 | Supply and install electromagnetic release device with blocking  | 1 | Each |  |  |  |
| 106 | Supply and install bleed valve  | 1 | Each  |  |  |  |
| 107 | Supply and install check valve  | 1 | Each  |  |  |  |
| 108 | Supply and install manifold for inert gas 1 row | 1 | Each  |  |  |  |
| 109 | Supply and install manifold for inert gas – 2 row | 1 | Each  |  |  |  |
| 110 | Supply and install manifold connectors  | 1 | Each  |  |  |  |
| 111 | Supply and install manifold end cap | 1 | Each  |  |  |  |
| 112 | Supply and install pressure gauge for manifold | 1 | Each  |  |  |  |
| 113 | Supply and install safety valve for manifold  | 1 | Each  |  |  |  |
| 114 | Supply and install pressure and flow detector switch | 1 | Each  |  |  |  |
| 115 | Supply and install discharge nozzle | 1 | Each  |  |  |  |
| 116 | Supply and install 80L cylinder mounting bracket single row | 1 | Each |  |  |  |
| 117 | Supply and install 80L cylinder mounting bracket double row | 1 | Each |  |  |  |
| 118 | Supply and install manifold mounting bracket  | 1 | Each  |  |  |  |
|  | FM 200  |  |  |  |  |  |
| 119 | Refill gas cylinder | 1 | KG |  |  |  |
| 120 | Supply and install cylinder valve | 1 | Each |  |  |  |
| 121 | Supply and install wall mount cylinder bracket | 1 | Each |  |  |  |
| 122 | Supply and install pressure gauge  | 1 | Each  |  |  |  |
| 123 | Supply and install low pressure supervisory switch  | 1 | Each  |  |  |  |
| 124 | Supply and install electric valve actuator  | 1 | Each  |  |  |  |
| 125 | Supply and install discharge pressure switch | 1 | Each  |  |  |  |
| 126 | Supply and install manifold check valve  | 1 | Each  |  |  |  |
| 127 | Supply and install manual valve actuator | 1 | Each  |  |  |  |
| 128 | Supply and install flex hose  | 1 | Each  |  |  |  |
| 129 | Supply and install pilot actuation midline tee | 1 | Each  |  |  |  |
| 130 | Supply and install pneumatic valve actuator  | 1 | Each  |  |  |  |
| 131 | Supply and install discharge manifold  | 1 | Each  |  |  |  |
| 132 | Supply and install male NTP adaptor  | 1 | Each  |  |  |  |
| 133 | Supply and install pilot actuation end of line tee | 1 | Each  |  |  |  |
| 134 | Supply and install discharge nozzle  | 1 | Each  |  |  |  |
| 135 | Supply and install 16kg cylinder | 1 | Each  |  |  |  |
| 136 | Supply and install 48kg cylinder | 1 | Each  |  |  |  |
| 137 | Supply and install 71 kg cylinder | 1 | Each  |  |  |  |
| 138 | Supply and install 90kg cylinder | 1 | Each  |  |  |  |
| 139 | Supply and install fire and extinguishing combination panel | 1 | Each  |  |  |  |
| 140 | Supply and install extinguishing control panel | 1 | Each  |  |  |  |
| 141 | Supply and install extinguishing repeater panel | 1 | Each  |  |  |  |
| 142 | General service of gas cylinder including pressure test | 1 | Each |  |  |  |
| 143 | Test ATS8600 program running in order and all alarms are received from each site at Control Room | 1 | Complete |  |  |  |
|  |  | SUT TOTAL |   |  |   |
|  |  | VAT |   |   |  |   |
|  |  | TOTAL |   |   |  |   |

**Percentage mark-up for non-schedule material (suppliers’ quotation to be provided)**

|  |  |  |
| --- | --- | --- |
| **Description** | **Year 1** | **Year 2** |
| **Percentage mark- up** |  |  |

\*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.

**Supplier Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**\*NB: Failure to complete and sign the above confirmation will result in automatic disqualification.**

**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 7**

**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.

**SECTION 8 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.

1. **Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[[1]](#footnote-1) 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**

* + 1. If so, furnish particulars:

…………………………………………………………………………….

…………………………………………………………………………….

1. **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[[2]](#footnote-2) will not be construed as collusive bidding.

3.4In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

* 1. 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

**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. The following preference point systems are applicable to invitations to tender:
* the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included).
	1. The applicable preference point system for this tender is the 80/20 preference point system.
1. The lowest acceptable tender will be used to determine the accurate system once tenders are received.
	1. Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
2. Price; and
3. Specific Goals.
	1. The maximum points for this tender are allocated as follows:

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

* 1. 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.
	2. 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.
1. **DEFINITIONS**
2. **“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;
3. **“price”** means an amount of money tendered for goods or services, andincludes all applicable taxes less all unconditional discounts;
4. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
5. **“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
6. **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).
7. **FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**

**POINTS AWARDED FOR PRICE**

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

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

**80/20**

Where:

 Ps = Points scored for price of tender under consideration

 Pt = Price of tender under consideration

 Pmin = Price of lowest acceptable tender

1. **POINTS AWARDED FOR SPECIFIC GOALS**
	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:
	2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
2. an invitation for tender for income-generating contracts, that the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
3. any other invitation for tender, that the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

|  |  |  |  |
| --- | --- | --- | --- |
| **The specific goals allocated points in terms of this tender** | **Number of points****allocated****(80/20 system)****(To be completed by the organ of state)** | **Number of points claimed (90/10 system)****(To be completed by the tenderer)** | **Evidence required for specific goals** |
| Black Women Owned | 10 points |  | Certified Copy of ID Documents of the owners |
| B-BBEE Level 1 | 10 points |  | Valid B-BBEE certificate/Affidavit |
| Totals | 20 points |  |  |

**DECLARATION WITH REGARD TO COMPANY/FIRM**

* 1. Name of company/firm…………………………………………………………………….
	2. Company registration number: …………………………………………………………...
	3. 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]

* 1. 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:
1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. 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;
4. 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 –
	1. disqualify the person from the tendering process;
	2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
	3. 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;
	4. 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
	5. forward the matter for criminal prosecution, if deemed necessary.

……………………………………………………….

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME**: ………………………………………………………

**DATE:** ………………………………………………………

**ADDRESS**: ………………………………………………………

 ………………………………………………………

 ………………………………………………………

 ………………………………………………………

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. [↑](#footnote-ref-1)
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. [↑](#footnote-ref-2)