



prasa

PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

REQUEST FOR QUATATION (RFQ) FOR SUPPLY AND DELIVERY OF PITIX ROLLS, ITIX ROLLS , RIBBONS (PURCHASE AGREEMENT FOR 12 MONTHS) ON AN “AS AND WHEN” REQUIRED BASIS IN GAUTENG REGION

RFQ NUMBER: 04/10/2022/GAU-SCM

DATE ISSUED	27 OCTOBER 2022		
CLOSING DATE FOR QUESTIONS	01 OCTOBER 2022		
CLOSING DATE	03 NOVEMBER 2022	TIME	10h00
BID DOCUMENTS DELIVERY ADDRESS	PASSENGER RAIL AGENCY OF SOUTH AFRICA Ground FLOOR, SHOSHOLOZA JUNCTION CNR LEYDS AND SIMMONDS BRAAMFONTEIN JOHANNESBURG		
BIDDER NAME	<div>.....</div> <div>.....</div> <div>.....</div>		
BRIEFING SESSION			

NB. BIDDERS TO ENSURE THAT SUBMISSIONS ARE IN A SEALED ENVELOPE.

SECTION 1: SBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PASSENGER RAIL AGENCY (PRASA)					
BID NUMBER:	RFQ-04-10-/22 SCM-GAU	CLOSING DATE:	03 NOVEMBER 2022	CLOSING TIME:	10:00AM
DESCRIPTION	REQUEST FOR SERVICE (RFP) SCM				
BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:					
THE BID DOCUMENT MUST BE HAND DELIVERED ON OR BEFORE THE CLOSING DATE TO THE FOLLOWING ADDRESS: PRASA GROUND FLOOR, SHOSHOLOZA JUNCTION, CNR. LEYDS AND SIMMONDS, BRAAMFONTEIN.					
NB: NO EMAIL OR FAX WILL BE ACCEPTED. THE BID ENVELOPES MUST BE DEPOSITED IN THE PRASA TENDER BOX WHICH IS LOCATED AT THE STATED ADDRESS AND BIDDERS TO ENSURE THAT THEY SIGN A SUBMISSION REGISTER AND ARE ISSUED WITH A RECEIPT SIGNED BY PRASA OFFICIAL.					
NB: BIDS MUST BE HAND DELIVERED ON OR BEFORE THE STIPULATED TIME.					
CONTACT PERSON	Ms. Miranda Mazibuko				
TELEPHONE NUMBER	011 085 7066				
E-MAIL ADDRESS	mmazibuko@prasa.com And gauteng.quotation@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 APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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? ☐ YES ☐ NO
 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER**
- 1.3. **PRESCRIBED IN THE BID DOCUMENT.**
- 1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 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 NVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

NB:

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

SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

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

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

2. PREQUALIFICATION / ELIGIBILITY CRITERIA

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

3. 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.

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 VAT.

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.

DISCLAIMERS

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

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

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

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

8 LEGAL REVIEW

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

9 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

10 PROTECTION OF PERSONAL DATA

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

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

11 EVALUATION METHODOLOGY

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

12 ADMINISTRATIVE RESPONSIVENESS

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

13 VALIDITY PERIOD

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

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

14 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 Mandatory Returnable Documents

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

SECTION 3

1 EVALUATION CRITERIA:

1.1 Stage1

1.1.1 Stage 1A Mandatory Documents

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

No.	Description of requirement
a)	Price Schedule / Pricing form
b)	Completion of ALL RFQ declarations and Forms
c)	Joint Venture / Consortium agreement / Trust Deed (if applicable)

NB: All forms and declarations must be completed and signed by duly authorized person.

1.1.2 Stage 1 B: Basic compliance Documents

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

No.	Description of requirement
a)	Company Registration Documents
b)	Copies of Directors' ID documents;
c)	Valid BBBEE Certificate from a SANAS accredited rating agency (Original or Certified) or affidavit signed by the Commissioner of Oath
d)	Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin

e)	CSD report / CSD reference number
f)	Proof of UIF registration
g)	Proof of Bank Account (i.e. cancelled cheque or letter issued by the bank)
h)	Valid and Original, or certified copy of Letter of Good Standing (COID)

STAGE 2: TECHNICAL / FUNCTIONAL REQUIREMENTS

Qualifying bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is 80% as per the standard Evaluation Criteria presented in table 3.2 below. Bidders who score below this minimum requirement shall not be considered for further evaluation in stage 3.

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

Table 31: Technical Evaluation Criteria

Item	Criteria	Weight
1	Compliance to Technical Specification	50
2	<i>Similar works</i>	30
3	Capacity to deliver	20
	TOTAL	100

Table 3.2: Technical evaluation criteria

Technical evaluation criteria:

Evaluation Area	Maximum points	Minimum points	Technical/Functional Criteria and Scoring
Compliance to Technical specification NB!! Provide Item-by-Item Technical Specification compliance confirmation letter signed by duly authorized persons of the bidding entity. Submission of material data sheet and sampling.	50	50	Compliance with Technical specification: 1: 100 % compliance = 50 points 2: Non-compliance and/or non-submission= 0 Points
Similar works: <i>Supply and delivery of portable interim ticket issuing device rolls (PITIX), Ticket issuing device ticket and ITIX thermal ribbons.</i> (NB!! Submit signed letter of reference or completion certificate from your previous clients or letter of declaration for new entrants on similar projects.)	30	15	Score will be based on successfully completed similar projects in the supply and delivery of portable interim ticket issuing device rolls (PITIX), Ticket issuing device ticket rolls and ITIX thermal ribbons. Non-Submission = 0 point 0 - 2 similar projects = 15 points 3- 4 similar projects = 20 points 5 and above similar projects = 30 points
• Capacity to deliver: NB: Provide a signed letter for confirmation of delivery lead time signed by duly authorized persons of the bidding entity	20	15	Score will be based on bidder's commitment to lead times or Capacity to Deliver: No Submission= 0 points Between 4-7 Days = 15 points Within 3 Days = 20 points
Total	100	80	

NB: Minimum threshold of 80% per evaluation criteria must be met for a bidder to be evaluated further.

1.2 Stage 3 - Price and B-BBEE

Evaluation criteria	Weighting
BBBEE	20
Price	80
TOTAL	100

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

Where:

P_s = Score for the Bid under consideration

P_t = Price of Bid under consideration

P_{min} = Price of lowest acceptable Bid

Evaluation of Preference

Evaluation and final weighted scoring

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

SECTION 4

PRICING AND DELIVERY SCHEDULE

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

- 1 Prices must be quoted in South African Rand, inclusive of VAT.
- 2 Price offer is firm and clearly indicate the basis thereof.
- 3 Pricing Bill of Quantity is completed in line with schedule if applicable.
- 4 Cost breakdown must be indicated.
- 5 Price escalation basis and formula must be indicated.

- 6 To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 7 Please note that should you have offered a discounted price(s), PRASA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- 8 Respondents are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Respondent. PRASA may:
 - 9 negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
 - 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 or cancel the RFQ;
 - 11 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFQ.
 - 12 if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFQ.

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

_____ code _____

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

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

_____ (amount in words) Incl. VAT.

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

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

SECTION 5

PRASA GENERAL CONDITIONS OF PURCHASE

General

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

Conditions

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

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

Price and payment

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

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

Delivery and documents

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

Where items are to be delivered the Supplier:

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

Containers / packing material

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

Title and risk

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

Rejection

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

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

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

Warranty

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

Indemnity

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

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

Assignment and sub-contracting

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

Termination

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

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

Governing law

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

SECTION 6

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

.....
.....

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.

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.

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

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

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

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.



I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SECTION 8

B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the100%..... preference point system shall be applicable.

1.3 Either the **80/20** preference point system shall be applicable to this bid.

1.4 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

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

1.5.1 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of

contribution are not claimed.

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

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Black designated group”** has meaning assigned to it in codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.6 **“Black People”** meaning assigned to in Section 1 of Broad-Based Black Economic Empowerment Act.
- 2.7 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8 **“CIPC”** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- 2.9 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.10 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.11 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.12 **“co-operative”** means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)

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

of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

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

3. **ADJUDICATION USING A POINT SYSTEM**

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

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

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

6	6
7	4
8	2
Non-compliant contributor	0

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

5.9 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

6. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME <input checked="" type="checkbox"/>	QSE <input checked="" type="checkbox"/>
Black people		

Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

8.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SECTION 10

SBD 8

DECLARATION OF COMPANY'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Company Document must form part of all RFQs invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The RFQ of any Company may be disregarded if that Company, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the RFQ.**

Item	Question	Yes	No
------	----------	-----	----

4.1	<p>Is the Company or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the Company or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the Company or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the Company and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Company

SECTION 11

SBD 9

CERTIFICATE OF INDEPENDENT RFQ DETERMINATION

1. This Standard Company Document (SBD) must form part of all RFQs¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Company (or RFQ rigging).² Collusive Company is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the RFQ of any Company if that Company, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the Company process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when RFQs are considered, reasonable steps are taken to prevent any form of RFQ-rigging.

5. In order to give effect to the above, the attached Certificate of RFQ Determination (SBD 9) must be completed and submitted with the RFQ:

¹ Includes price quotations, advertised competitive RFQs, limited RFQs and proposals.

² RFQ rigging (or collusive Company) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a Company process. RFQ rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT RFQ DETERMINATION

I, the undersigned, in submitting the accompanying RFQ: _____ (Quotation Number and Description) in response to the invitation for the RFQ made by: _____ (Name of Institution) do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ (Name of Company) that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying RFQ will be disqualified if this Certificate is found not to be true and complete in every respect; I am authorized by the Company to sign this Certificate, and to submit the accompanying RFQ, on behalf of the Company;
3. Each person whose signature appears on the accompanying RFQ has been authorized by the Company to determine the terms of, and to sign the RFQ, on behalf of the Company;
4. For the purposes of this Certificate and the accompanying RFQ, I understand that the word "competitor" shall include any individual or organization, other than the Company, whether or not affiliated with the Company, who:
 - a. has been requested to submit a RFQ in response to this RFQ invitation;
 - b. could potentially submit a RFQ in response to this RFQ invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the Company and/or is in the same line of business as the Company
5. The Company has arrived at the accompanying RFQ independently from, and without consultation, communication, agreement or arrangement with any competitor.
6. However communication between partners in a joint venture or consortium³ will not be construed as collusive Company.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a RFQ;

- e. the submission of a RFQ which does not meet the specifications and conditions of the RFQ; or
- f. Company with the intention not to win the RFQ.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this RFQ invitation relates.
9. The terms of the accompanying RFQ have not been, and will not be, disclosed by the Company, directly or indirectly, to any competitor, prior to the date and time of the official RFQ opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to RFQs and contracts, RFQs 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.

.....

Signature

.....

Date

.....

Position

.....

Name of Company

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

SECTION 12**COMMISSIONER OF OATH**

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

_____ (Sign – SERVICE PROVIDER)

_____ (Name – SERVICE PROVIDER)

COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON**STAMP :****NAME & SURNAME:****DESIGNATION/RANK :****PERSAL/EMPLOYEE NO:****PLACE/DATE:**

SCOPE OF WORK

1 . ITix TICKET MATERIAL

PHYSICAL DIMENSION OF TICKET MATERIAL ON ROLL FOR USE ON THE PRINTRONIX SL/T4M PRINTERS

THE PAPER TICKET MATERIAL WILL BE SUPPLIED IN CONTINUOUS ROLL, WITHOUT JOINTS, SPLICES OR BREAKS NAD WOUND ONTO A CENTRAL CIRCULAR CORE

1.CORE DIMENSIONS

1.1 the inner core of the roll will have the following dimension:

- Inner dimension :76mm
- Core thickness :5mm
- Exeternal diameter :86mm
- Wicth :86.5mm

1.2 The core of the roll will preferably be made of a cardboard material suitable for the purpose and will not be deformed or collapse under normal condition of transport or storage

1.3 The material must not be attacheds with sticky tape to the inner core

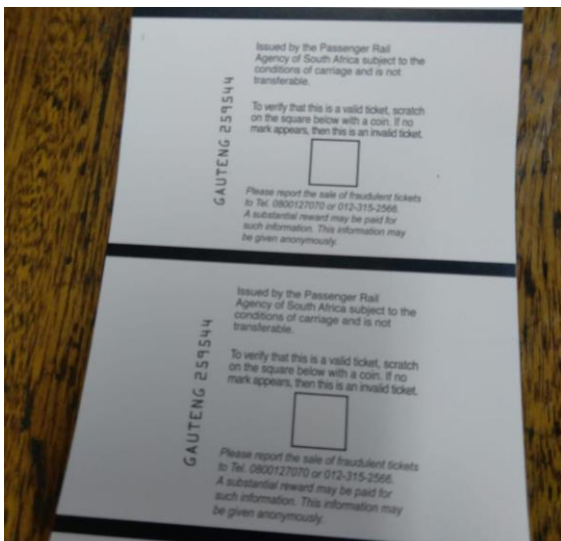
2.Ticket Material Roll Dimension

2.1 The material will be wound evenly on the core and with sufficient tension , so as to prevent telescoping with normal handling.

2.2 The ticket material will be wound on to the inner core in the following direction :

- With the roll resting on a horizontal surface, and viewed from the top, the material will be wound in a clockwise direction with the conditions of transport facing to the inside (revese side) and the printing surface facing outward.

2.3 A black line of 3 mm must be printed across the width of the ticket material every 54mm.



2.4 The thickness of the ticket material will be 0,250mm+-0,025mm. the thickness should be measured as per BS3983 part 2 of 1982(ISO 534 1980).

2.5 The mass of the material will be 220-g/m+- 10 g/m².

2.6 Roll Dimensions

2.6.1 The external diameter of a fully wound roll will be 203mm +-1mm

2.6.2 The length of the material on a roll will be 100 meters.

2.6.3 The width of the ticket material roll must be 86.5mm

Note : the width of the ticket will be 54mm+-0,4mm

The length of ticket will be 86,5mm +- 0,7mm.

GENERAL DESCRIPTION of ITix TICKET MATERIAL

1 Construction

- 1.1 The ticket may be either of a single or multiple layer construction, and will comply with the specifications as prescribed in the Annexure D to E to this document. Where multiple layers are used , the layers will not separate under normal use .
- 1.2 The face and reverse side of the ticket will be suitable for accepting printed information.
- 1.3 Both side of the ticket may be required to carry pre-printed information and\ or background printing.
- 1.4 The material will be supplied in continuous roll,without joints, splices or breaks and wound onto a central circular core
- 1.5 The final acceptability of the material will be determined by the performance of the tickets in service.

2 Quality of Material

- 2.1 The base material will be free of hole,electrically, magnetically and thermally conductive particles, loose dust,loose power,fuzz,residue chemicals and slime spots likely to damage or impede the operation of the printing machines or readers.
- 2.2 The base material will be free of joints,cracks,high spots,burrs,splinters ,sharp edges and dents.
- 2.3 The base material will be free of any other defect not listed above,which might detract from the magnetic printing, general performance or appearance of the final product.
- 2.4 The base material will be free of any translucent areas or spots that could affect the operation of optical sensors.
- 2.5 The material will be free of any wrinkles or creases.
- 2.6 The ticket materials will not cause injury either by contact, inhalation or ingestion.
- 2.7 The characteristics of the material should be such that dirt accumulation and wear of the machines should be restricted to a minimum:hence the material must be capable of being cleanly cut without forming dust or burring.
- 2.8 The material should be treated to prevent the generation of static

Electricity sufficient to impair its serviceability.

2.9 The ticket material will be unaffected by magnetic fields, and will retain no detectable residual magnetism.

2.10 The quality of the material will be such so as to ensure uninterrupted operation of the ticket issuing device, and allow good quality print, using both thermal and impact type printers, but predominantly for thermal printing.

2.11 The printing on the ticket material must last for at least 5 weeks and should not fade.

3 Quality Control

Quality of ticket material is very important. The successful tenderer will be responsible for the quality of ticket material at all times.

4 Printing Surface

4.1 the entire face of the ticket is defined as the "printing surface" and will conform to the following requirements.

4.2 Resolution

The quality of the printing surface will provide adequate resolution of printed characters and graphics when using a thermal printing head with a line density of six dots per millimeter.

4.3 Absorbability

The printing surface will be sufficiently absorbent to ensure proper keying of the thermal transfer ink while remaining dimensionally stable within the specified humidity range.

The printed characters will not smear when wiped over by a felt pad one second after being printed by the machine, under service conditions.

4.4 Durability

It must not be possible to erase printed characters without damaging the surface of the ticket.

4.5 Security Background

A security background needs to be printed on the printing surface of ticket material. The purpose of the security background is to impede forging of tickets and to assist with the identification of forged material and tickets.

4.6 Quality of Security Background

Security background printing will not affect printing qualities of the ticket material.

It will not affect the ability of material to accept printing. Simultaneously, security background printing may not affect the ticket issuing machine in any way.

4.7 Number of Security Background Colours

It is a requirement that security background colours be changed on a regular basis. Tenderers are to provide the option to provide security background in 6 different colours.

4.8 Colours Used for Security Background

Tenderers are required to suggest colours to be utilised in printing the security background. It must be difficult to make acceptable photocopies or electronic scanning of security background printing. Amongst others, tenders should investigate using neon or metallic inks. Only one colour to be used at the time.

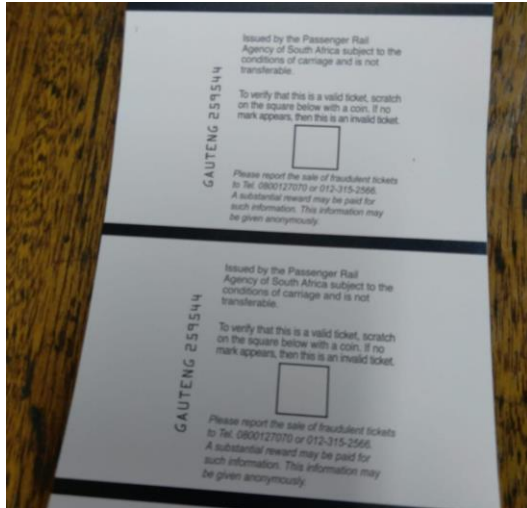
4.9 Description of Security Background Printing for Metrorail

Viewing a ticket from the printing face side of a ticket in the portrait orientation, background security printing will be printed at an angle of 45 degrees , from the lower-left hand to upper right-hand side

Security background printing will consist of the word METRORAIL printing in the official font. The word will be repeated and spaced such that orientation of words between lines does not coincide. Full details will be furnished to the successful tender.

4.10 Printing the Metrorail Conditions of Sale on Reverse Side of Ticket

A statement referring to the general conditions of the sale will be printed on the Reverse side of a ticket. Message to be supplied on order.



4.10.1 Orientation of Printing

For the purpose of describing printing on the reverse side of ticket material, a ticket will be viewed in the landscape orientation.

4.10.2 Printing of Messages

Provision must be made to print short messages on the reverse side tickets of which the following is an example:

4.10.3 Condition of Sales

The condition of sale must be printed on the reverse side of the ticket. The following text is required:

“Issued by the Passenger Rail Agency of South Africa subject to the conditions contained in its Metro Services Book which are obtainable on request”.

The note will be printed such that:

- A minimum clearance of 2 mm is maintained between the notice and the edge of the ticket.
- Regardless of the registration of the edge of the ticket with regards to the beginning of a notice, at least one complete notice will be displayed on any ticket.

4.10.4 Changes to Text

It is probable that Metrorail will require changes to the “Conditions of Sale” text from time to time. The changes will be negotiated with the successful tenderer. It is expected when requests are reasonable, financial implications to Metrorail will be negligible.

4.11 Advertising Space

The reverse side of the ticket will be used for advertising. An advert of 35mm X 25mm will be printed on the reverse side of the ticket which will be discussed with the successful tenderer who must be able to print colour adverts.

5. Regional Name and Numbering of Metrorail Ticket Material

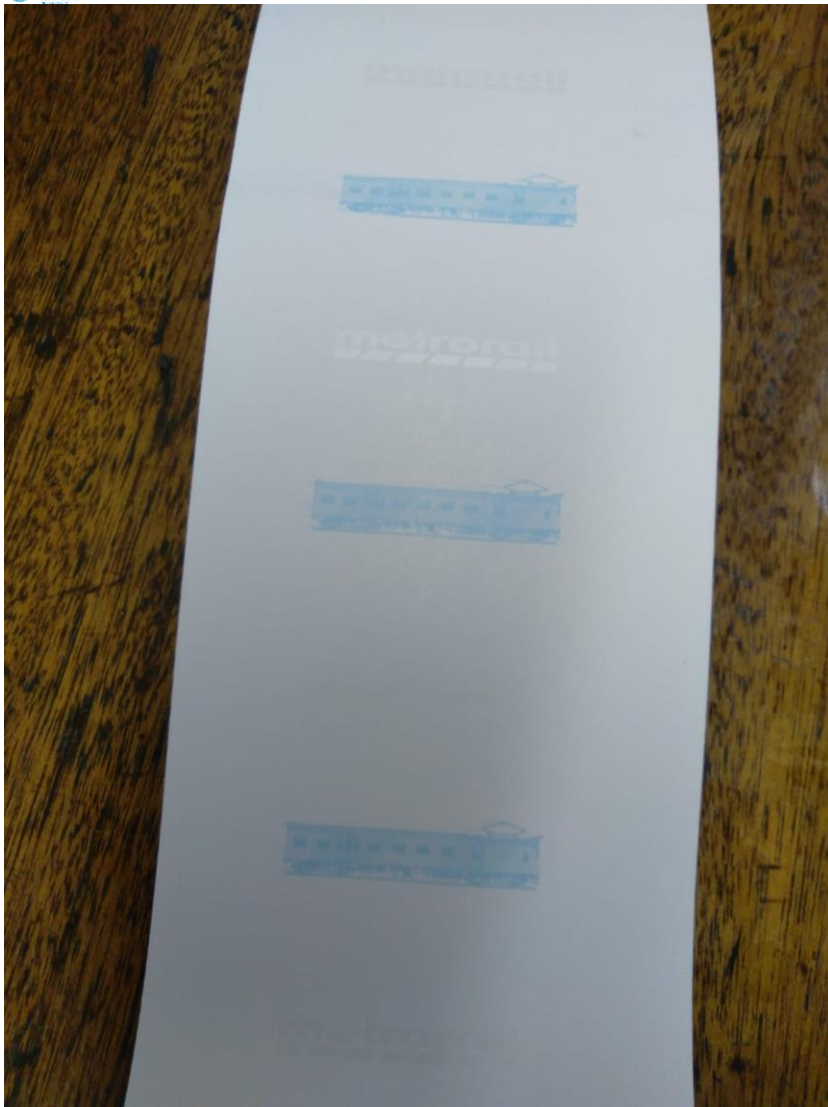
Viewing a ticket from the printing face side of a ticket in the portrait orientation with the outer end pointing upwards, the regional name and roll numbering shall be printed at an angle of 90degrees, on the right hand side of the ticket.

The printing of the regional name and roll numbers shall consist of alpha and numeric digits at a font size of 7 or 8 (letter size). Regardless of the registration of of cutting position with regards to the beginning of a regional name and roll number, at least one complete regional name and roll number shall be displayed on any ticket. Full details will be furnished to the successful tenderer.

6. Additional Security Features on Ticket Material

Tenders are request to comment and quote separately on the following additional features per ITix and PTIM rolls:

- Fixed offset metallic inks;
- Coin reactive links;
- Fixed Offset Fluorescent inks; and
- Copy protection via Oyster Cover ink.



End of specification

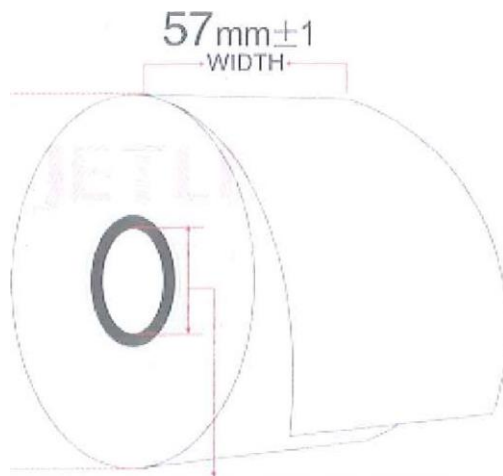
7 rolls will be supplied to the end user for verification and quality control before the order is done.

The end user will first supply a signed document that the rolls is correct.

5.1.2.4 MATERIAL IN ROLLS

- The material shall be supplied in continuous rolls, without joints, splices or breaks, and wound onto a central circular core.
- The inner core of the roll shall have the following dimensions:

30mm+1
ROLL
DIAMETER



5.1.2.5 CORE INSIDE DIAMETER

13mm±0,5

- Inner diameter: 13 mm ± 0,5 mm.
 - External diameter: 16 mm ± 0,5mm.
 - Width: 57 m ±0, 1 mm
- The core of the roll shall preferably be made of a synthetic material suitable for the purpose and shall not be deformed or collapse under normal conditions of transport or storage.
 - The material shall be wound evenly on the core and with sufficient tension, so as to prevent telescoping with normal handling.
 - The ticket material shall be wound to the inner core in the following direction:
 - With the roll resting on a horizontal surface, and viewed from the top, the tape shall be wound in a clockwise direction with the printing face facing outward or thermal coating on outside of roll. The security printing shall be orientated such that is read from the outer end of the material, when the outer end of the roll is held upwards..
 - The external diameter of a fully wound PITIX roll shall be 30 mm ± 0,1 mm.
 - Bidders are to state the length of material contained on a roll.
 - The width of the ticket shall be 57 mm ± 0,1 mm. The width to be measured by an optical method.
 - Unless otherwise specified, the colour of the material is to be white

5.1.2.6 THERMAL MATERIAL FOR PITIX ROLLS

- The ticket material supplied by the tenderer for use in the Portable Ticketing Devices (PITIX) on all the Metrorail regions must comply (firm requirement) to the following specifications:
 - Material Durable Thermal Paper Roll.

- Thickness: 100mic Standard as per Tappi T-4111
- Thermal coating: Shall meet or exceed the ANSI 3. 11 specification
- Smoothness: Max. 75 Sheffield units
- Top coating: The thermo-sensitive surface of the ticket stock must be top coated
- Preprint: Tickets can be pre-printed on one, or both sides
- Ink for thermo-sensitive side: Laser printer approved ink without whiteners
- Ink for rear side: Offset ink

➤ Bidders to State the meterage on each roll.

5.1.2.7 Quality Control (applicable to all specifications of ticketing material).

- 4.12 Quality of ticket material is very important. The successful bidder will always be responsible for the quality of ticket material.
- 4.13 The successful bidder should present material data sheet to prove compliance to the required specification.
- 4.14 Consistency of ticket material presented during bidding should be sustained throughout contract duration.

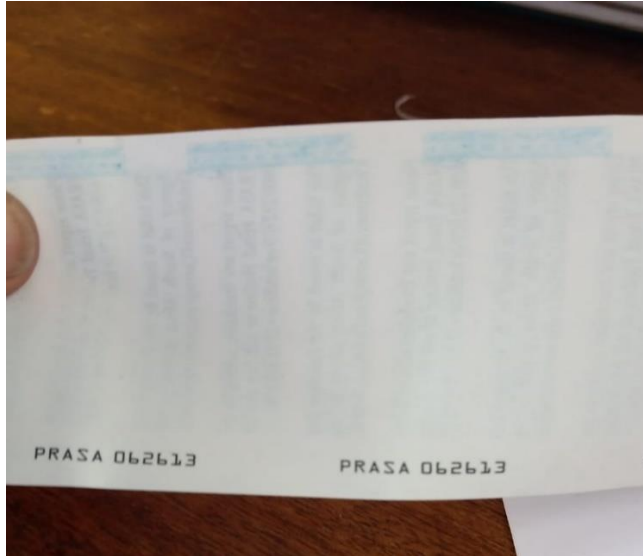
5.1.2.8 PACKING AND LABELLING OF MATERIAL:

- The supplier shall be entirely responsible to PRASA Rail for all the material until it is accepted by Metrorail and an acceptance certificate will be issued.
- PITIX rolls shall be packed upright with rolls laid flat and each roll individually shrink wrapped in moisture proof wrapping in quantities of hundred and forty-four in suitable corrugated cardboard containers.
- All PITIX rolls shall be packed as to prevent damage in transit or storage.
- Each cardboard carton shall be permanently marked on at least two opposite sides with the following information:
 - Contents
 - Quantity
 - Sequence numbering
 - Batch Number
 - Order Number

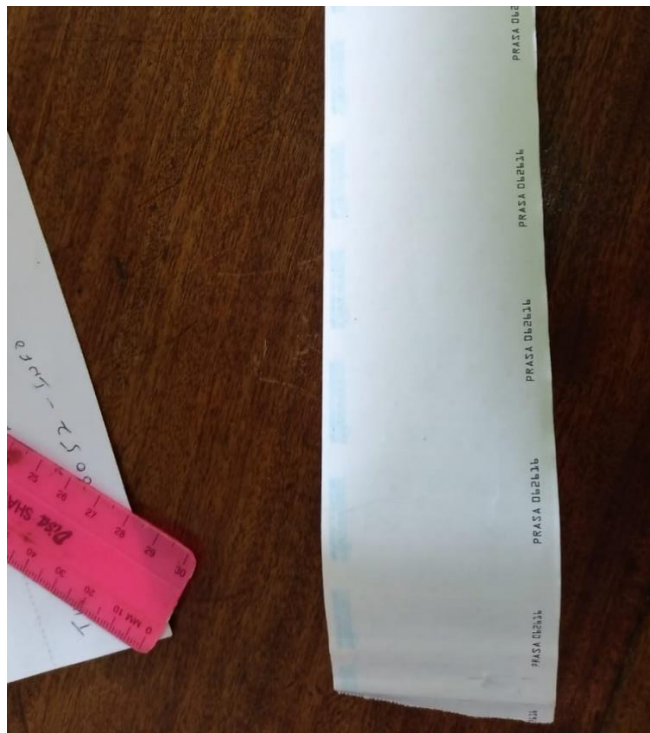
5.1.2.9 All PITIX rolls packed into a container shall be identical except roll number.

- Roll Must be Preprint
- Each roll must have the following information on it.
- On the front

- A unique number on the front of the roll (20mm long) (12 Digits long), the number must be continuing 18mm apart, each roll must have its own unique number.
- The numbers must run in sequence. The 1st number to be used will be given when the order is placed.

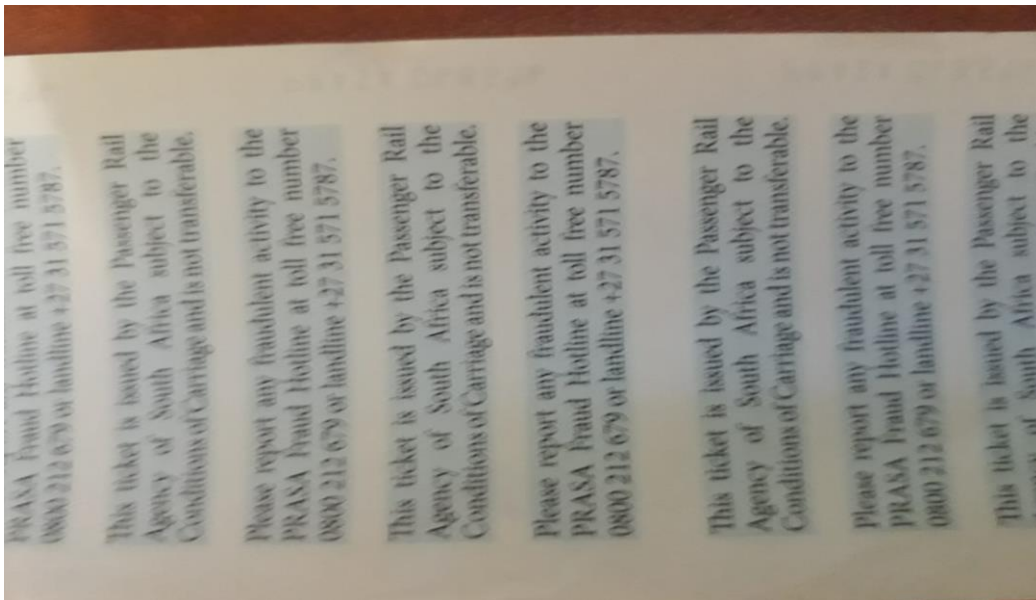


- On the roll



Front of the Roll (Where ticket print)

- With the roll resting on a horizontal surface, and viewed from the top,
 - The security printing shall be orientated such that is read from the outer end of the material, when the outer end of the roll is held upwards..
 - On the Right side the roll number (from side to top of the number (4.5mm) and on the left side an image of a train (from side to top of the train image (8mm).
 - Between Train and number must be a gap off 44mm
- **A Red line (5mm wide) for 500mm from end of roll the line must be in the middle of the roll.**
- **On the Back of the roll**
 - A message must be printed.
 - The message must be on the full length of the roll.
 - Each paragraph must be 8mm long.
 - Between each paragraph a 4mm gap.



- The message will be updated as and when needed before the order is placed to be printed.
- The current message to be on the back of the roll is:
This ticket is issued by the Passenger Rail Agency of South Africa subject to the Conditions of Carriage and is not transferable.

Please report any fraudulent activity or Theft/Vandalism to the PRASA Joc 011 013 0052 Johannesburg 011 013 0055 Pretoria.
Call Centre 0800 800 015.

End of the specification

5.1.3 SPECIFICATION FOR THERMAL TRANSFER PRINTING RIBBONS (SINGLE TRANSFER) FOR TICKET ISSUING MACHINES.

5.1.3.1 SCOPE OF SPECIFICATION

- The specification sets out the requirements of PRASA Rail for thermal transfer ribbons for use in ticket issuing machines. Ribbons must be supplied in continuous rolls on specified cores.

5.1.3.2 RESPONSIBILITY OF SUCCESSFUL BIDDER

- The successful bidder shall be completely responsible to PRASA Rail for the manufacture and supply of the material as specified herein;
- Successful bidder must guarantee that the material supplied will conform to this specification.
- Should delivered ribbons be found to deviate from this specification, such ribbons will be returned to the supplier, and any cost associated with the supply of such sub-standard ribbons will be for the successful bidder's account.
- It is expected of the successful bidder that a batch numbering system be implemented for quality control purposes.
- The successful bidder shall certify that ribbons provided will operate successfully in the intended equipment.

5.1.3.3 Quality Control (applicable to all specifications of ticketing material).

- Quality of ticket material is very important. The successful bidder will always be responsible for the quality of ticket material.
- The successful bidder should present material data sheet to prove compliance to the required specification.
- Consistency of ticket material presented during bidding should be sustained throughout contract duration.

5.1.3.4 PACKING AND LABELLING OF MATERIAL

- The supplier shall be entirely responsible to PRASA Rail for all the material until it is accepted by Metrorail, and an acceptance certificate will be issued.

- Ribbons shall be packed upright, with rolls laid flat and each roll individually shrink wrapped in moisture proof wrapping in quantities twenty-five, in suitable corrugated cardboard containers.
- All ribbons shall be packed as to prevent damage in transit or storage.
- Each cardboard carton shall be permanently marked on at least two opposite sides with the following information:
 - Contents/quantity
 - Ribbon type and colour
 - Batch number
 - Order number
- All ribbons packed into a container shall be identical.

5.1.3.5 ENVIRONMENT

- The ribbons herein specified are to be stored and utilized in an environment which is uncontrolled. It is a firm requirement that the ribbons offered retain the specified properties and dimensions at all possible combination of the environment as stated below:
 - Ambient temperature : 0 C to 50 C
 - Relative humidity : 15% to 90 %
: none condensing
 - Altitude :0-2000 meters above
: sea level
 - Dust and vapours : Accumulate rapid
 - Air pollution : Heavily saline laden
 - : industrial fumes
- The ribbons offered shall be suitable for use at use at any site in the Republic
- Single Transfer of Thermal Ribbon Properties

Application type:	Single Transfer Thermal Ribbon
General:	Smear less and acceptable for printing as per specification No. SCPA-1
Receptor:	As per specification No. SCPA-1

Viscosity	50 to 3000 cps at 100 C
Melting point	65 to 85 C
Hardness (Penetration)	5 to 40
Printing speed	60 mm / s

➤ Physical properties of ink

- Thermal Transfer Ribbon characteristics:

Colour	Black
--------	-------

Sensitivity	18 mj/mm2
-------------	-----------

➤ Base Film:

		Test Method
Base film thickness	5,7um	JIS C2318

➤ Tensile strength:

		Test Method
Length	17 to 23 kb/mm	JIS C2318
Width	18 to 24 kb/mm	JIS C2314

➤ Elongation:

		Test Method
Length	90 to 130 %	JIS C2318
Width	90 to 130 %	JIS C2318
Density	1,4 g/cubic cm	JIS C2318

➤ Printing characteristics:

		Unit
Image density	Better than 1,4	Macbeth

➤ Reliability of Printed Image:

Resistance to heat and rub force	Scannable after rubbed by corrugated Cardboard. 100 back and forth rubs
----------------------------------	--

Loading for test	100 g/cm
------------------	----------

➤ Resistance to:

Head and rubbing force	As for test of reliability of images
Solvents when rubbed with cotton wool and solvents at room temperature	Must not dissolve when rubbed with alcohol or oil.

5.1.3.6 GENERAL REQUIREMENTS

5.1.3.6.1 Leaders

- Ribbons shall be equipped with leaders, as described below. Ribbon leaders are required to enable full usage of inked material.
- Composition of leaders and trailers
 - Sky-blue leaders of 30mm in length must be secured to the ribbon.
- No trailer must be used, and the ribbon must be fixed directly onto the core.
- Security of ribbon to leaders
 - Adhesive used to join the leaders and cores to the ribbons may not seep from joints.
- It may not cause layers to stick together or affect the operation in any way.
- Joints must be strong enough to withstand the forces applied in the operation

The ribbon must display a clean cut on the edges. No jagged-ness is allowed.

5.3.6.2 Force applied when rolling ribbon up

- The material shall be wound evenly on the core and with sufficient tension, so as to prevent telescoping with normal handling.

5.1.3.6.3 PHYSICAL DIMENSIONS OF RIBBONS TO BE ON THE PRINTRONIX PRINTERS

- Description of Ribbon Roll:

Roll diameter (max)	81 mm
Roll length (material)	550 m
Roll width	88mm
Method of winding ribbon	Inked/Coated surface to outside of roll

Note

- The width of the ticket will be 54mm±0,4mm.
- The length of ticket will be 86,5mm±0,7 mm.
- A ribbon will print ±10 185 tickets.



End of specification

5. PENALTIES

6.1 If the Contractor fails to complete the Services within the time as stipulated in this Contract for completion of Services or a part or portion of Services, the Contractor shall be liable to the Employer for an amount calculated at 0.05% of the Contract Price per delayed Day per order, which shall be paid for every day which shall elapse between the time for due completion and completion of the relevant Services. However, the total amount due under this sub-clause shall not exceed the maximum of 10% of the Contract Price.

6.2 The imposition of such penalty shall not relieve the Contractor from its obligation to complete Services or from any of its obligations and liabilities under the Contract,

6.3 PRASA may set off or deduct from the fees due to the Contractor any penalty amounts due and owing by the Contractor in terms of clause 6.1.

SECTION 13

SPECIFICATION/SCOPE OF WORK

BILL OF QUANTITIES AND RATES

ITEM	DESCRIPTION	QTY	UNIT OF MEASURE	TOTAL PRICE
1	Portable interim ticket issuing device rolls(PITIX)	1	Roll	
2	Interim ticket issuing device ticket rolls (ITIX)	1	Roll	
3	Interim ticket issuing printer ribbons (ITIX)	1	M	
	TOTAL EXCL. VAT			R
	VAT			R
	GRAND TOTAL			R

Acknowledgement

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

THUS DONE and SIGNED at _____ on this _____ day of _____ 20.....

DULY AUTHORISED SIGNATORY(IES)

WITNESSES

Signature _____ Name _____

Signature _____ Name _____