



**prasa**

PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

## **REQUEST FOR QUOTATION (RFQ)**

**RFQ NUMBER: KZN/RAIL/09/2021/005/Q/1**

**REQUEST FOR QUOTATION (RFQ) FOR: THE MAINTENANCE AND REPAIRS TO EXISTING CCTV, ACCESS CONTROL AND SPEED STILE AT VARIOUS SITES (PURCHASE AGREEMENT FOR 2 YEARS) 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/09/2021/005/Q/1	CLOSING DATE	16 NOVEMBER 2021	CLOSING TIME	12H00 PM
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DESCRIPTION	THE MAINTENANCE AND REPAIRS TO EXISTING CCTV, ACCESS CONTROL AND SPEED STILE AT VARIOUS SITES (PURCHASE AGREEMENT FOR 2 YEARS) AS AND WHEN REQUIRED
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**BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:**

E-mailed to : [metkznquote4@prasa.com](mailto:metkznquote4@prasa.com)

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

CONTACT PERSON	Mzuzu Mhlongo
TELEPHONE NUMBER	031 813 0061
E-MAIL ADDRESS	Mzuzu.Mhlongo@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?

Yes  
No

[IF YES ENCLOSE PROOF]

2.2 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

NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES

NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES

NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES

NO

**IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

### PART B: TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER**

1.3. **PRESCRIBED IN THE BID DOCUMENT.**

1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

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 e-mailed 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 PRASA before the closing hour on the date shown on SBD1 above, and must be e-mailed to **metkznquote4@prasa.com**

**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.

## **8 DISCLAIMERS**

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

- Modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- 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.

## **9 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.

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

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

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

## **11 PROTECTION OF PERSONAL DATA**

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

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

## **12 EVALUATION METHODOLOGY**

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

## **13 ADMINISTRATIVE RESPONSIVENESS**

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

## **14 VALIDITY PERIOD**

- 14.1 PRASA requires a validity period of **60 Business Days** from the closing date.
- 14.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the 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.

## **15 DISCLOSURE OF PRICES QUOTED**

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

## **16 RETURNABLE DOCUMENTS**

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

### **17 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:

**Stage1:** Adherence to Mandatory documents

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

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

No.	Description of requirement	
a)	Price Schedule / Pricing form	
b)	Completion of ALL RFQ documentation	
c)	Completed, Signed and Stamped Commissioner of Oaths	
d)	SBD 6.2 (Declaration Certificate for Local Content)	
e)	Annexure C: Local Content Declaration (Summary Schedule)	
f)	Annexure C: Local Content Declaration to be completed per line item, failure to comply will result in your quote being disqualified.	
g)	Joint Venture / Consortium agreement / Trust Deed (if applicable)	
h)	Contractors must quote on all items listed on the BOQ	
i)	All bidders to supply valid certificate deeming that they are competent to work on Dallmeier CCTV networks and equipment to provide technical support.	
j)	All bidders to supply valid certificate deeming that they are competent to work on Babylon access control networks and equipment to provide technical support.	
k)	All bidders must be able to repair and maintain 3KVA and 6KVA UPS systems and battery packs. (Previous work must be submitted as proof, this must be in the form of completion certificates from a minimum of 2 companies over the past 5 year)	
l)	Only Bids e-mailed to <a href="mailto:metkznquote4@prasa.com">metkznquote4@prasa.com</a> will be accepted. <u>Bids lodged at the incorrect e-mail address will be disqualified.</u>	

## 2.1 Stage2- Price and B-BBEE

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

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

Where:

$P_s$  = Score for the Bid under consideration

$P_t$  = Price of Bid under consideration

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

### Evaluation of Preference

Evaluation and final weighted scoring

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

**Stage 3: 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 from the most responsive bidder:**

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	
i)	Proof of Bank Account (i.e. cancelled cheque or letter issued by the bank	
j)	Valid and Original, or certified copy of Letter of Good Standing (COID)	

## SECTION 4

### PRASA GENERAL CONDITIONS OF PURCHASE

#### **General**

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

#### **Conditions**

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

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

#### **Local Content Obligations**

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

#### **Price and payment**

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

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

### **Delivery and documents**

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

Where items are to be delivered the Supplier:

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

### **Containers / packing material**

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

### **Title and risk**

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

### **Rejection**

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

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

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

### **Warranty**

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

**Indemnity**

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

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

**Assignment and sub-contracting**

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

**Termination**

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

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

**Governing law**

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

SECTION 5

DECLARATION OF INTEREST

SBD4

1. Any legal person, including persons employed by the state\*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:  
.....

2.2 Identity Number:  
.....

2.3 Position occupied in the Company (director, shareholder etc):  
.....

2.4 Company Registration Number:  
.....

2.5 Tax Reference Number:  
.....

2.6 VAT Registration Number:  
.....

\* "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

- (b) any municipality or municipal entity;
- (c) Provincial legislature;
- (d) National Assembly or the national Council of provinces; or
- (e) Parliament.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member: .....

Name of state institution to which the person is connected: .....

Position occupied in the state institution: .....

Any other particulars:

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

2.8 Did you or your spouse, or any of the company's directors **YES / NO**  
 shareholders / members or their spouses conduct business  
 with the state in the previous twelve months?

**DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.8 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PRASA'S GENERAL CONDITIONS OF TENDER AS STIPULATED IN THE RFQ SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 SIGNATURE

.....  
 DATE

.....  
 POSITION

.....  
 NAME OF BIDDER

## SECTION 6

### SBD 6.2

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

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

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

#### 1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

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

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

Description	Minimum Threshold for Local Content
Supply and install 8 core outdoor UTP cable	90 % (Electrical cable products)
Supply and install DMX2400 motherboard	30% (Set Top Boxes)
Supply and install DMX 2400 I/O board	30% (Set Top Boxes)
Supply and install DMX2400 LED board	30% (Set Top Boxes)
Supply and install IPS 2400 mother board	30% (Set Top Boxes)
Supply and install IPS 2400 I/O board	30% (Set Top Boxes)
Supply and install IPS 2400 LED board	30% (Set Top Boxes)
Supply and install 4 core mylar cable	90 % (Electrical cable products)
Supply and install 8 core mylar cable	90 % (Electrical cable products)

2.1.1. **Bidders who do not complete the annexure C form will be automatically disqualified.**

2.1.2. The sectors / products (not limited to) listed below are subjected to local content requirements.

For further guidance with the above requirements, bidders may refer to DTI website, [www.theDTI.gov.za](http://www.theDTI.gov.za) and National Treasury Designated Sectors Instruction Number 15 of 2016/2017.

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

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

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

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

.....  
 NB

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

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

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

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

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

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

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

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

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

## SECTION 7

### B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable.

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

1.4 Preference points for this bid shall be awarded for:

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

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

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

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

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time

1.7 Subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 2. DEFINITIONS

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

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

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

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

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

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

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

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

2.9 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.10 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.11 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;

2.12 “**co-operative**” means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)

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

settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.

2.26 “**QSE**” means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.27 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.28 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.29 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

2.30 “**Township**” means an urban living area that any time from the late 19<sup>th</sup> century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994

2.31 “**Treasury**” meaning assigned to it in Section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999)

2.32 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.33 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

2.34 “**Youth**” meaning assigned to it in terms of Section 1 of National youth Development Agency Act, 2008 (Act No. 54 of 2008).

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

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

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

#### 4. POINTS AWARDED FOR PRICE

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

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

##### 80/20

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

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

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

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

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

**6. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

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

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

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

WITNESSES

1. ....

2. ....

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

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

**SECTION 8**

**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><b><i>The Database of Restricted Suppliers now resides on the National Treasury’s website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</i></b></p>	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	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)?  <i>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</i>	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	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?	Yes  <input type="checkbox"/>	No  <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	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?	Yes  <input type="checkbox"/>	No  <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 9

## SBD 9

### CERTIFICATE OF INDEPENDENT RFQ DETERMINATION

1. This Standard Company Document (SBD) must form part of all RFQs<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive RFQs, limited RFQs and proposals.

<sup>2</sup> 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 consortium<sup>3</sup> 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

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 10**

**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)

\_\_\_\_\_ (Name)

COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON

*STAMP :*

*NAME & SURNAME:*

*DESIGNATION/RANK :*

*PERSAL/EMPLOYEE NO:*

*PLACE/DATE:*

## SECTION 11

### SPECIFICATION/SCOPE OF WORK

#### PART A: GENERAL CONTENTS

- A.1 SCOPE OF WORK
- A.2 ADMINISTRATION OF THE CONTRACT
- A.3 STANDARD SPECIFICATIONS AND INSTRUCTIONS OF METRORAIL KZN
- A.4 DURATION OF CONTRACT
- A.5 PENALTIES FOR LATE COMPLETION
- A.6 MATERIAL AND LABOUR TO BE SUPPLIED BY THE CONTRACTOR
- A.7 SITE
- A.8 SERVICES
- A.9 CLEARING OF SITE
- A.10 HOURS OF WORK
- A.11 SAMPLES AND TESTING
- A.12 SITE MEETINGS
- A.13 MEASUREMENT AND PAYMENT
- A.14 INCREASE OR DECREASE IN COSTS OR ESCALATION
- A.15 VALUE-ADDED TAX
- A.16 INSURANCE
- A.17 LOCAL CONTENT
- A.18 SITE ACCESS

## PART A: GENERAL

### A.1 SCOPE OF WORK

This contract covers the **MAINTENANCE AND REPAIRS TO EXISTING CCTV, ACCESS CONTROL AND SPEED STILE 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 STANDARD SPECIFICATIONS AND INSTRUCTIONS OF METRORAIL KZN

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

- (i) The project specification
- (ii) The schedule of quantities

### A.4 DURATION AND VALUE OF CONTRACT

A.4.1 Metrorail KZN requires that the contract be run for the duration of **two years from the date of acceptance or until the value of R 950 000.00 including vat is reached.** The contract will terminate once the period is reached or when the value is attained whichever comes first.

### A.5 PENALTIES FOR LATE COMPLETION

- A 10% penalty charge will be deducted from the quotation price in the situation of not adhering to clause **B3** and **B5**

### A.6 MATERIAL AND LABOUR TO BE SUPPLIED BY THE CONTRACTOR

A.6.1 The Contractor shall provide all Supervision and Labour necessary for the proper execution and completion of the work.

A.6.2 Both PRASA and Metrorail KZN support B.E.E. The Contractor shall make extensive use of labour of the local communities. When called upon by the Manager, the Contractor shall provide documentary proof in this regard.

### A.7 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.8 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 **CCTV, ACCESS CONTROL AND SPEEDGATE STILES**, 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.9 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.10 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 most stations are opened from 4:00 to 19:00 Monday to Sunday**

#### **A.11 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.12 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 Manager or his representative.

### **A.13 MEASUREMENT AND PAYMENT**

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

### **A.14 INCREASE OR DECREASE IN COSTS OR ESCALATION**

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

### **A.15 VALUE-ADDED TAX**

- (i) 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.
- (ii) The total price inclusive of Value-added Tax shall be carried forward to the Tender form.

### **A.16 INSURANCE**

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

### **A.17 LOCAL CONTENT**

- Only bids with the stipulated minimum threshold, Annexure C (as per SBD 6.2), for local production and content will be considered. Failing to meet this, will lead to your bid being disqualified. Local content per item is listed on the Bill of Quantities(BOQ)
- Bidders can apply to the DTI for an Exemption letter, (Contact details - Tebogo Makube – [tmakube@thedti.gov.za](mailto:tmakube@thedti.gov.za)), if the minimum threshold cannot be met. The Exemption letter must be submitted with this tender. Failure to provide an Exemption letter with this tender will render the tender incomplete and the tender will therefore not be considered for award of business.

### **A.18 SITE ACCESS**

The Contractor will be granted access to site once appointed. Site access certificate will be issued to the contractor and must be kept onsite at all times as this may be requested by PRASA employees randomly.

PART B: PROJECT SPECIFICATION

CONTENTS

B.1 OVERVIEW

B.2 PRE-QUALIFYING CRITERIA

B.3 SPECIAL CONDITIONS

B.4 MINIMUM SERVICING REQUIREMENTS

B.5 REACTION TIME

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B.8 PROTECTION

B.9 SCHEUAL OF QUANTITIES

## **B.1 Overview**

- (i) Perform maintenance, servicing, reprogramming, testing and repairs to various types of CCTV and Access control systems at various Metrorail stations,
- (ii) To plan, design, remove, supply, install, test and commission CCTV and access control when is required.
- (iii) Guarantee on workmanship after completion.

## **B.2 Pre- Qualifying Criteria**

- (i) All bidders to supply valid certificate deeming that they are competent to work on Dallmeier CCTV networks and equipment to provide technical support.
- (ii) All bidders to supply valid certificate deeming that they are competent to work on Babylon access control networks and equipment to provide technical support.
- (iii) All bidder must be able to repair and maintain 3KVA and 6KVA UPS systems and battery packs. (Previous work must be submitted as proof, this must be in the form of completion certificates from a minimum of 2 companies over the past 5 year)
- (iv) Failure to submit the above information will result in disqualification**

## **B.3 Special Conditions**

- The Contractor shall ensure that, following all inspection visits, conditional reports shall be submitted to the Contract Administrator in electronic format, including all specialist reports and test equipment printouts.
- All the replaced systems or components removed from sites shall be sent to the Technical Officers office within a week of removal.
- 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's.
- The suppliers to hold the essential spares and guarantee support for at least 5 years.
- All the test records to be handed over to the Technical Officer before final commissioning of system.
- The contractor shall submit 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.
- When the Contractor considers that for any reason stipulated in clause **B5** hereof he is entitled to additional time to complete the work or portions of the work, he shall inform the Technical officer, setting out in detail the reasons and stating the specific additional time required.
- In case of a breakdown or failure of the Control room the contractor will have to provide a backup system for continuous monitoring of access control and CCTV live viewing.

It is expected that the appointed contractor supports the existing set up and configuration of Metrorail alarm system during the maintenance agreement period.

#### **B.4 Minimum Servicing Requirements**

##### a) System integrity.

- Carry out external examination of the any evidence of tampering or damage.
- Should carry out operational check.

##### b) Sensor covers, terminal boxes and fixings. .

- Check security
- Check internally for signs of overheating
- Clean internal components with soft brush and access of dust and moisture
- Remove any dirt or fluff.
- When replacing covers check operation of any tamper switches which may be fitted.

##### c) Signals

- Check remote signalling equipment physical connections.
- Test remote signalling equipment communications to the Control room.
- Check all audible warning and alarm devices.

##### d) Wiring

- Inspect all hard wiring and flexible connections.

##### e) Power supplies.

- Check mains and stand-by battery Batteries should be checked for signs of power supplies
- Check charging rates, earth Leakage or corrosion.
- Check control unit for correct operation.
- Check equipment responds to interrupted mains supply
- Check UPS operation

##### f) UPS Service procedure

- Perform visual checks and operational tests of all UPS equipment
- Review maintenance logs and log all alarm operations and output
- Complete a functional checkout and test of the UPS diagnostic systems.
- Check environment, temperature, dust, moisture, room vents, etc.
- Clean and tighten all power connections at the input and output terminals, at all circuit breakers, and at the terminal posts and fuses.
- During the inspection, check all power cabling for abrasions and burn spots. Visually check components for signs of overheating, swelling, leaking, etc.. Visually check printed circuit board alignments.
- Perform system and component functional tests on all UPS equipment to insure proper functioning within specified parameters.
- Run all UPS system diagnostics and correct all diagnosed problems.
- Resolve any previous outstanding problems, review operation with user personnel, and report any power enhancement or equipment operation recommended changes.
- Replace control batteries at least every 2 years.

- Off-line load test the UPS system to ensure that the system is completely functional
- Return the UPS to service following the manufacturer's recommended start-up procedures. Make sure that no damage to the UPS equipment or shutdown will occur because of inrush currents.

g) Report

- Check system is fully operational.

h) Battery Replacement specs

- 12V
- 7.2Ah
- Rechargeable sealed Lead acid
- Cycle use: 14.4 – 15.0V
- Standby use: 13.5 – 13.8V
- Initial Current: 2.16A max

Provide a signed engineer's report, one copy to be left in Site Log Book and a further copy to be submitted to the Technical Officer.

**B.5 Reaction Time**

- All the calls shall be attended to within 4 hours during normal working hours unless otherwise stated.
- MTTR (Mean time to repair) any fault shall not exceed more than 3 hours on arrival to the site.

**B.6 New Installation**

- Any new installation shall be according to the terms and condition of Clause **B2 (SPECIAL CONDITIONS)**.

**B.7 Communication**

- The method of communication between each site and our control room is via fiber network
- Fiber links are to be addressed by PRASA as we are the main custodians of the Fiber backbone
- There will no internet access onto the Integrated Station Access Management Systems(ISAMS) network as a security precaution.

**B.8 Protection**

The contractor will provide protection for the train service only. This protection will be in the form of 2 flagmen and 1 (one) track-master only. The Contractor will provide all other protection including protection for his own staff. Work will not be allowed to continue without the necessary protection.

## SECTION 12

### PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule

- 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 utilize 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 authorized, 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 lump sum, of R \_\_\_\_\_ (amount in numbers); \_\_\_\_\_ (amount in words) Incl. VAT.

## SECTION 13

## BILL OF QUANTITY

ITEM NO.	DESCRIPTION	LOCAL CONTENT	UNIT	QUANTITY	RATE (VAT EXCL.)	TOTAL RATE (VAT EXCL)
1	Call Out Rate Normal Hours	N/A	HR	1		
2	After hours Rate	N/A	HR	1		
3	Call Out Rate Sunday	N/A	HR	1		
4	Call Out Rate Public Holidays	N/A	HR	1		
5	Transport (Light Vehicle)	N/A	KM	1		
6	Protection in the form of flagmen	N/A	DAY	1		
7	Protection (Flagmen and Track Master)	N/A	DAY	1		
	<b>CCTV</b>					
8	Fault find, configure and setup	N/A	HR	1		
9	Condition Assessment Rate per site (Labour and Report Only)	N/A	EA	1		
10	Adding of new camera to GUI and configuration	N/A	EA	1		
11	Supply and install 8 core outdoor UTP cable	90 % (Electrical cable products)	METER	1		
12	Supply and install 2000GB SATA hard drive	N/A	EA	1		
13	Supply and install 4000GB SATA hard drive	N/A	EA	1		
14	Supply and install 24' touchscreen	N/A	EA	1		
15	Supply and install USB keyboard	N/A	EA	1		
16	Supply and install USB mouse	N/A	EA	1		
17	Service 3KVA UPS	N/A	EA	1		
18	Service 6KVA UPS	N/A	EA	1		
19	Battery replacement	N/A	EA	1		
20	Supply and install 8' CIT monitor	N/A	EA	1		
21	Supply and install 17' monitor	N/A	EA	1		
22	Supply and install 40' Pvision monitors (DVI)	N/A	EA	1		
23	Supply and install power supply unit DPM – 150W	N/A	EA	1		

24	Supply and install DMX2400 motherboard	30% (Set Top Boxes)	EA	1		
25	Supply and install DMX2400 raid controller	N/A	EA	1		
26	Supply and install DMX 2400 I/O board	30% (Set Top Boxes)	EA	1		
27	Supply and install DMX2400 LED board	30% (Set Top Boxes)	EA	1		
28	Supply and install LCD display	N/A	EA	1		
29	Supply and install power supply unit for IPS2400	N/A	EA	1		
30	Supply and install IPS 2400 mother board	N/A	EA	1		
31	Supply and install IPS 2400 raid controller	30% (Set Top Boxes)	EA	1		
32	Supply and install IPS 2400 I/O board	N/A	EA	1		
33	Supply and install IPS 2400 LED board	30% (Set Top Boxes)	EA	1		
34	Supply and install linkpro ISMP-822G-AT switch	N/A	EA	1		
35	Supply and install linkpro G8244WS switch	N/A	EA	1		
<b>ACCESS CONTROL</b>						
36	Supply and install 4 core mylar cable	90 % (Electrical cable products)	METER	1		
37	Supply and install 8 core mylar cable	90 % (Electrical cable products)	METER	1		
38	Supply and install Babylon software for access control main server ( Including graphics and configuration)	N/A	COMPLETE	1		
39	Supply and install mifare card reader XMP TMC 2360	N/A	EA	1		
40	Supply and install mifare card reader XMP TMC 2350	N/A	EA	1		
41	Supply and install magnetic door lock 600lb	N/A	EA	1		
42	Supply and install magnet lock 1200lb	N/A	EA	1		
43	Supply and install door closure unit	N/A	EA	1		
44	Supply and install power supply 24 V dc	N/A	EA	1		
45	Supply and install 12V 5amp blue ginger power supply	N/A	EA	1		
46	Supply and install 12v 10amp blue ginger power supply	N/A	EA	1		
47	Supply and install green resettable break glass unit	N/A	EA	1		

48	Supply and install no touch push button	N/A	EA	1		
49	Supply and install outside unit for door intercom	N/A	EA	1		
50	Supply and install inside unit of intercom system	N/A	EA	1		
51	Supply and install break glass	N/A	EA	1		
52	Supply and install BABYLON ENROLLMENT SYSTEM (XMP – FES – MIF)	N/A	EA	1		
53	Fault find card printer	N/A	EA	1		
54	Replace laminate and ink roll in card printer	N/A	EA	1		
55	Fault find, configure and setup	N/A	HR	1		
						<b>SUB TOTAL</b>
						<b>VAT</b>
						<b>TOTAL</b>



