



prasa

PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: RFQ05/08/06/2023

APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF PEST CONTROL AND FUMIGATION SERVICES ON AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS.

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

BID NUMBER:	RFQ05/08/06/2023	CLOSING DATE:	28 June 2023	CLOSING TIME:	11:00 pm
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR PROVISION OF PEST CONTROL AND FUMIGATION SERVICES ON AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS				

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*):**Umjantshi House Ground floor.****30 Wolmarans Street,****Braamfontein****Johannesburg****2001****BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

CONTACT PERSON	Thope Maphiri
TELEPHONE NUMBER	011 013 1687
E-MAIL ADDRESS	tmaphiri@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.....

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER**
- 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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

NB:

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

SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

Responses to this **RFQ05/06/06/2023** must not include documents or reference relating to any other quotation or proposal. Any additional conditions must be embodied in an accompanying letter.

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

2 COMMUNICATION

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

3 BIDDERS COMPLAINTS PROCESS

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

3.1.1 Bid/Tender Description

3.1.2 Bid/Tender Reference Number

3.1.3 Closing date of Bid/Tender

3.1.4 Supplier Name;

3.1.5 Supplier Contact details

3.1.6 The detailed compliant

4 LEGAL COMPLIANCE

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

5 CHANGES TO QUOTATIONS

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

6 PRICING

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

7 BINDING OFFER

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

8 DISCLAIMERS

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

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

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

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

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

9 LEGAL REVIEW

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

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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



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

11 PROTECTION OF PERSONAL DATA

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

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

12 EVALUATION METHODOLOGY

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

EVALUATION CRITERIA	WEIGHTING
Stage 1 – Compliance	
Stage 1A	Mandatory Compliance Requirements
Stage 1B	Non - Mandatory Compliance Requirements
Stage 2	
Price	80
Specific Goals	20
TOTAL	100

13 ADMINISTRATIVE RESPONSIVENESS

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

14 VALIDITY PERIOD

14.1 PRASA requires a validity period of **60 Working Days** from the closing date.

14.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity

period. However, once the delegated authority has approved the process the validity of the successful respondent(s)' bid will be deemed to remain valid until finalization of the award.),

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

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

16 RETURNABLE DOCUMENTS

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

15.1. Mandatory Returnable Documents

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

SECTION 3

1 EVALUATION CRITERIA:

Bidders are to comply with the following requirements and failure to comply may lead to disqualification. If you do not submit/meet the following mandatory documents/requirements, you will be automatically disqualified.

Stage 1A – Mandatory Requirements

NO.	DESCRIPTION OF REQUIREMENT	TICK
a)	Bidders to fill and sign the CORRECT closing/ Submission register on submission of RFQ documents, failure to comply will result into disqualification	
b)	Price Schedule & Pricing form Section 4 (Bidders must ensure documents are completed in full), failure to comply will result into disqualification.	
c)	Completion of ALL RFQ documentation (includes ALL declarations, SBD documents/ forms signatures required)	
d)	Bidders to submit a Certificate of Safety Officer	
e)	Bidders to submit a Certificate of Pest Control Officer/ Operator	
f)	Joint Venture / Consortium agreement / Trust Deed/ Confirmation in writing of their intention to enter into a JV or consortium agreement signed by all parties and clearly indicate the LEAD CONTRACTOR (if applicable)	

Stage 1B –Non- Mandatory Requirements

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

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

NO.	DESCRIPTION OF REQUIREMENT	TICK (X)
a)	Valid B-BBEE certificate from SANAS accredited rating agency (Original or Certified copy)/DTI / Companies and Intellectual Property Commission B-BBEE Certificate	

	(Original or Certified copy) or Sworn Affidavit signed and stamped by the commissioner of Oath. Note: A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate.	
b)	Company Registration Documents (Proof of Registration), Certificate of Incorporation or CK1.	
c)	Copies of Directors' ID documents;	
d)	Valid Tax Clearance Certificate and Valid Tax Pin letter (must be valid on closing date of submission of the proposal) issued by SARS.	
e)	CSD Summary report / CSD reference number	
f)	Proof of UIF registration	
g)	Valid certified copy of Letter of Good Standing (COIDA)	

Stage 2- Price and Specific Goals

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

The maximum points for this tender are allocated as follows:

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration



Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
BBBEE LEVEL 1 or LEVEL 2	10	
EME OR QSE 51% BLACK OWNED	10	

The following table must be used as guide to determine acceptable evidence for Specific Goals:

SPECIFIC GOALS	ACCEPTABLE EVIDENCE
BBBEE Level 1 or Level 2	SANAS accredited BBBEE certificate or sworn affidavit
EME or QSE 51% BLACK OWNED	SANAS accredited BBBEE certificate or sworn affidavit

SECTION 4

PRICING AND DELIVERY SCHEDULE

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

- 1 Prices must be quoted in South African Rand, inclusive of all applicable taxes.
- 2 Price offer is firm and clearly indicate the basis thereof.
- 3 Pricing Bill of Quantity is completed in line with schedule if applicable.
- 4 Cost breakdown must be indicated.
- 5 Price escalation basis and formula must be indicated.
- 6 To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not 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;;
 - 10 if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points;
 - 11 if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points;
 - 12 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFQ.

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

_____ code _____

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

_____ being duly 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 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 affected within working days from date of order. (To be completed by Service provider)

SECTION 5

PRASA GENERAL CONDITIONS OF PURCHASE

General

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

Conditions

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

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

Price and payment

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

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

Delivery and documents

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

Where items are to be delivered the Supplier:

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

Containers / packing material

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

Title and risk

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

Rejection

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



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

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

Warranty

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

Indemnity

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

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

Assignment and sub-contracting

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

Governing law

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

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:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

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

3 DECLARATION

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

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

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.

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.2. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OPREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
BBBEE LEVEL 1 OR 2	10	
EME OR QSE 51% BLACK OWNED	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process.
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SPECIFICATION FOR FUMIGATION AND PEST CONTROL FOR ALL PRASA TRAINS ON AS AND WHEN BASIS

1. DEFINITIONS AND INTERPRETATIONS DEFINITIONS AND INTERPRETATIONS

PRASA – Passenger Rail Agency of South Africa

PRASA CRES- Passenger Rail Agency of South Africa-Corporate Real Estate Agent

STATION PRECINCT- all Trains within South Gauteng Region (PRASA CRES)

CONTRACTOR-the company appointed to carry out the Fumigation, disinfectant, and pest control for PRASA Trains

BEE STATUS LEVEL OF CONTRIBUTOR- Black Economic Empowerment as define in the BEE ACT

BBBEE- 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 the Broad Based Black Economic Empowerment

BIDDER-a person or a company with a written offer in a prescribed or stipulated form in response to an invitation by an organization for the provision of services, works or goods through price quotations, advertise competitive bidding processes.

SUB-CONTRACT- primary contractor’s assigning, leasing, making out to, or employing another person to support such primary contractor in the execution of part of a project.

CONTRACT- Legal agreement with terms and conditions

SLA-Service level Agreement

2. THE PRIMARY OBJECTIVE OF THIS CONTRACT IS TO:

- Procure services of FUMIGATION, DISFINTANT and PEST CONTROL for a period of 36 months
- To contract cost effect and professional FUMIGATION and PEST control services
- PRASA would like to appoint a Service Provider to provide Pest Control and Fumigation Services on an “**As and when Basis** for all PRASA trains in around Braamfontein area to remove the targeted pest but not limited to the list below:

- Rats



- Mosquitos
- Ants
- Cockroaches
- Rodents

The contractor is expected to submit a fumigation or pest control certificate for the area where services has been rendered **and Portfolio of Evidence of the work done.**

It remains the responsibility of the service provider to clean and remove all dead rodents, insects after each treatment and dispose them to relevant waste bins. Under no circumstances should the area where the service was rendered be left untidy.

Some of PRASA trains operate 24/7 and the appointed service provider is expected to avail him/herself to render the service whenever the call is made especially on emergency basis such as death in the coaches, visibility of cockroaches, Mosquitos attack or any related incidents.

PRASA GENERAL CONDITIONS OF PURCHASE

General

PRASA and the Supplier enter 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 will be paid in South African Currency and Payment to the Supplier in the SA 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.

Rejection

If the Supplier fails to comply with his obligations under the order/contract, PRASA may reject any part of the service 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 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 pest for a period of week (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 subcontracting

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

Governing law

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

Fumigation and Pest controlling

The service provider will be expected to render a comprehensive Pest Control service on a Weekly basis from a control and maintenance perspective that will render PRASA free of any pest control challenges. The Pest Control Service entails the following:

Weekly treatment for Rodents, Cockroaches, Flies, Spiders, Fleas, Ants, Bugs & Moths etc. on a quarterly basis on all PRASA TRAINS and the exterior rail lines.

Unplanned pest invasions will be treated as chargeable ad-hoc service requests during the duration of the agreement, of which the contractor will make additional inspections and treatments to re-establish control.

Compliance and risk

The supplier will only be appointed based on submission of Pest Control Officer certificate. Services providers that do not submit the certified copies of PCO will not be considered for adjudication.

3. Tasks

DESCRIPTION	NOTE
<p>The successful Service Provider shall furnish all supervision, labour, materials, and equipment necessary to accomplish the monitoring, trapping, pesticide application, and pest removal components.</p>	
<p>The Service Provider shall also provide detailed, site-specifics recommendations for structural and procedural modifications to aid in pest prevention.</p>	
PESTS INCLUDED AND EXCLUDED	
<p>The Service Provider shall adequately eradicate the following Pests:</p>	
<ul style="list-style-type: none"> Indoor population of rodents, ants, cockroaches, dust, paper mites and spider webs; and 	
<ul style="list-style-type: none"> Individuals of all excluded pest populations that the incidental invaders inside the specified coaches, including winged termite swarmer's emerging indoor, bees, wasps, etc. 	ADHOC BASIS
PEST VUNERABLE AREARS	
<p>The following arears in all the trains must be treated:</p> <ul style="list-style-type: none"> Dinning cars, entrances / foyers, toilets, kitchens, staff eating areas, change rooms including lockers rooms and luggage vans. Coach stores rooms. Passages. All cabin offices and common arears. Rail tracks until and maintenance lines where trains are staged. 	
PROPOSED MATERIAL AND EQUIPMENT	NOTE
<p>The Service Provider shall provide current labels and Material Safety Data Sheets for all pesticides to be used, and brand names of pesticide application equipment, rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, pest detection equipment, and any other pest control devices or equipment that may be used to provide services</p>	
DESCRIPTION NOTED	
PROPOSED METHODS FOR MONITORING AND DETECTION	

The Service Provider shall describe methods and procedures to be used for identifying sites of pest harbourage and access, and for making objective assessments of pest population levels throughout the term of the contract especially under the train seats

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SERVICE SCHEDULE FOR TRAINS AND THE YARD	NOTE
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The Service Provider shall provide complete service schedules which shall indicate frequency of Service Provider visits, specific day(s) of the week of the service Prover visits, and approximate duration of each visit.

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DESCRIPTION OF ANY STRUCTURAL OR OPERATIONAL CHANGES THAT WILL FACILITATE THE PEST CONTROL ERADICATION	NOTE
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The Service Provider shall describe site-specific solutions for observed sources of pest food, water, harbourage, and access.

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QUALIFIED PEST CONTROL OFFICERS	NOTE
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The Service Provider shall provide photocopies of qualifications from accredited institution and registrations of their pest control officers with the Department of Agriculture for every Service Provider employee who will be performing on-site service under this contract.

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RECORD KEEPING	NOTE
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The Service Provider shall be responsible for maintaining a pest control logbook of file for each site.

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These records shall be handed to CRES Risk department upon completion of pest control service.

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PEST CONTROL PLAN	NOTE
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A copy of the Service Provider's approved Pest Control Plan, including labels and MSDS sheets for all pesticides used in the building or site, brand names of all pest control devices and equipment used in the building, and the Service Provider's service schedule for the building.

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MANNER AND TIME TO CONDUCT SERVICES	NOTE
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Time frame of Service Visits:

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The Service Provider shall perform routine pest control services that do not adversely affect employee / tenant health or productivity during operation at sites.	
When it is necessary to perform work outside of the regularly scheduled service time set forth in the Pest Control Plan, the Service Provider shall notify the CRES at least week in advance.	
The service visits must be scheduled at the following times: <ul style="list-style-type: none"> • : Service visits to start at 07h30 -15h30 • : Service times to start at (special request) and ad hoc basis 	
OCCUPATIONAL HEALTH AND SAFETY	NOTE
The Service Provider shall observe all safety precautions throughout the performance of this contract.	
All work shall be in strict accordance with all applicable Occupational Health & Safety Regulations. And shall provide an Occupational Health and Safety Plan.	
The Service Provider shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work.	
The Service Provider shall be responsible for compilation of a Site File which will include all Statutory and Management information for the management of the contracted service.	
SPECIAL ENTRANCE	NOTE
Certain coaches within may require special instructions for persons entering them.	
Any restriction associated with these special arears will be explained by the PRASA Official.	
The Service Provider shall adhere to these restrictions and incorporate them into the Pest Control Plan.	
All Service Providers shall determine the need for and provide any personal protection items required for the safe performance of work.	
Protection clothing, equipment and devices shall, as a minimum, conform to Occupational Health & Safety Regulations standards for the products being used.	

SERVICE PROVIDER PERSONNEL	NOTE
Throughout the term of this contract, all Service provider Personnel providing on-site pest control service must adhere to all regulations prescribed by the Department of	

Agriculture, specifically Act 36 of 1947 related to Pest Control.	
The Service Provider should be able to confirm the following:	
Certificates with accredited institution for all personnel providing service	
Their pest control officers are certified and registered with the Department of Agriculture.	
NOTE: Failure to do so, could lead to termination of the contract	

USE OF PESTICIDES	NOTE
The Service Provider shall be responsible for application of pesticides according to the label.	
All pesticides used by the Service Provider must be registered with the Department of Agriculture as stipulated by Act No. 36 of 1947.	
Transport, handling, and use of all pesticides shall be in strict accordance with the manufacturer's label instructions and all applicable local laws and regulations.	
The Service Provider shall adhere to the following rules for pesticide use :	
Approved Products	
The Service Provider shall not apply any pesticide product that has not been included in the Pest Control Plan or approved in writing by a PRASA representative.	
Pest register	
A product data sheet must be submitted for every product used and brought on site.	

4. Chemical usage

PRASA specifically requires the usage of the following chemicals.					
Chemical Name	Active ingredient	Reg No.	Dilution rate	Pests treated	Noted
Maxtor	Bifenthrin	L8793	100ml/5l	Flies, fleas CR's, mosquitoes.	

				Bedbugs, ants	
Coopex Dust	Permethrin	L4587	N/A	CR's, flies, ants	
Crackdown	Deltamethrin	L4584	Light 40ml/5l Heavy 80ml/5l	Flies, fish moths, CR's mosquitoes, bedbugs, ants	
Alphathrin	Alpha cypermetrin	L7850	100ml/5l	Flies, fish moths, CR's mosquitoes, bedbugs, ants	
Grain Bait	Difethialone	L5657	N/A	Rodent Control	
Killem Fly Bait	Methomyl	L4578	250g/5l	Fly control, scatter bait or dilute and spray	
K-Othrine EC 15	Deltamethrin	L5411	CR's 50ml/5l Fleas 100ml/5l	Flies, fleas, CR's, mosquitoes, bedbugs, ants	
Larvakill	Diflubenzuron	L6119	N/A	Fly larvae	
Maxforce Ant Granules	Hydramethylnon	L5658	N/A	Ants	
Maxforce Gel	Hydramethylnon	L4911	N/A	Cockroaches	

Neopybutrin	Permethrin	L4582	N/A	Flogging solution, flies, fleas, CR's, mosquitoes, bedbugs, ants	
PCO Flushing Agent	Pyrethrin	L4970	N/A	Cockroach nest identification	
Racumin Bait	Coumatetralyl	L597	N/A	Rodent control	
Racumin Liquid	Coumatetralyl	L2799	N/A	Rodent Control	
Racumin T. Powder	Coumatetralyl	L2800	N/A	Rodent Control	
Responser EW	Cyfluthrin	L3174	Light 40ml/5l Heavy 80ml/5l	Flies, fleas, CR's, mosquitoes, bedbugs, ants	
Tempo SC	Betacyfluthrin	L4544	Light 10ml/5l Heavy 20ml/5l		

NOTE: Should a bidder offer any alternative product to the above specified products, a full description (product data sheet), and the reason for recommending the alternative product as well as the environmental impact of the product is to be supplied as an Annexure to the original bid.

Description	NOTE
Pesticides Storage	
The Service Provider shall not store any pesticide product in the our building during the contract period	
Application by Need	
Pesticide application shall be according to need/Emergency and not by schedule.	
As a rule, application of pesticides in any inside or outside area shall not occur unless visual inspection or monitoring devices indicate the presence of pests in that specific area.	
Written approval must be granted by the PRASA official prior to any preventive pesticide application;	
Minimization of Risk	
When pesticide use is necessary, the Service Provider shall employ the least hazardous material, most precise application technique, and minimum quantity of pesticide necessary to achieve control.	
INSECT CONTROL	
Emphasis on on-Pesticide Methods	
The Service Provider shall use non-pesticides methods of control wherever possible. For example: Portable vacuums rather than pesticide sprays shall be the standard method for initial cleanouts of cockroach infestations, for swarming (winged) ants and termites, and for control of spiders in webs.	
Trapping devices rather than pesticide sprays shall be the standard method for indoor fly control.	
Description	NOTE
Monitoring	
Sticky traps shall be used to guide and evaluation indoor insect control efforts wherever necessary.	

RODENT CONTROL	NOTE
Trapping	
As a rule, rodent control in the yard shall be accomplished with trapping devices only.	
All such devices shall be concealed out of the general view and in protected arears so as not to be affected by routine cleaning and other operations.	
Trapping devices shall be checked on a schedule approved by the PRASA official.	

The Service Provider shall be responsible for disposing of all trapped rodent carcasses in an appropriate manner.

Use of Rodenticides

In exceptional circumstances, when rodenticides are deemed essential for adequate rodent control inside trains, the Service Provider shall obtain approval of the PRASA official prior to making any interior rodenticide treatment.

All rodenticides, regardless of packaging, shall be placed either in locations not accessible to children, pets, wildlife, and domestic animals. As a rule, rodenticide application outside buildings shall emphasize the direct treatment of rodent burrows wherever feasible.

5. Trains to be fumigated.

Train sets	Train Routes	Coach size	No of coaches
71010	Johannesburg to Cape Town	10x4 meters	Approximately 16 couches
74013	Johannesburg to East London	10x4 meters	16
71008	Johannesburg to Cape Town	10x4 meters	16
73011	Johannesburg to Port Elizabeth	10x4 meters	16
74013	Johannesburg to East London	10x4 meters	16
76009	Johannesburg to Durban	10x4 meters	16
78091	Johannesburg to Komatipoort	10x4 meters	16
74013	Johannesburg to East London	10x4 meters	16
71008	Johannesburg to Cape town	10x4 meters	16
73011	Johannesburg to Port Elizabeth	10x4 meters	16
76009	Johannesburg to Komatipoort	10x4 meters	16

71008	Johannesburg to Cape Town	10x4 meters	16
73011	Johannesburg to Port Elizabeth	10x4 meters	16
74013	Johannesburg to East London	10x4 meters	16
76009	Johannesburg to Durban	10x4 meters	16

Metro Trains in SGR

Train sets	Train Routes	Coach size	No of coaches
Vereeniging Train sets	Vereeniging to Union	10x4 meters	Approximately 12 coaches
Naledi train sets	Naledi to Johannesburg	10x4 meters	Approximately 12 coaches
Elandsfontein trains	Elandsfontein to Germiston	10x4 meters	Approximately 12 coaches

NB: A set working schedule will be made available to the successful bidder that clearly indicates the arrival and departure time of all train sets however, that is subject to change due to the nature and requirements of PRASA operations and the sets are not only limited to MLPS sets but also Metrorail sets. This is just a guideline for running service trains however, services may be increased or decreased depending on customer demands.

6. Mandatory Requirements

Certificate of Safety officer

Certificate of Pest Control Officer

7.CANCELLATION

PRASA CRES reserves the right to cancel the contract or any part of the contract at any time in the event of poor service delivery on the service provider or any breach of contract.

8. SCHEDULE OF RATES / BOQ

The rate provided below must include provision of FUMIGATION and PEST CONTROL (as per the specification).

	Year 1	Year 2	Year 3	
Staging yards/stations	Rate per square meter	Rate per Square meter	Rate per square Meter	Total Excl VAT
All PRASA staging yards	R	R	R	R
Sub-Total (Excl. VAT)				
15% VAT:				
Grand Total (Incl. VAT):				