



prasa

PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER KZN/CRES/01/2023/001/Q

APPOINTMENT OF A SERVICE PROVIDER/S FOR AS AND WHEN CONTRACT FOR HORTICULTURE SERVICES, TREE FELLING AND SPRAYING OF HERBICIDES, FOR ALL PRASA STATIONS, DEPOTS, IN KWAZULU NATAL REGION (KZN)

SECTION 1: SBD1

PART A INVITATION TO BID

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

BID NUMBER:	KZN/CRES/01/2023/001/Q	CLOSING DATE:	27 JANUARY 2023	CLOSING TIME:	12:00pm
-------------	------------------------	---------------	--------------------	---------------	---------

DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER/S FOR AS AND WHEN CONTRACT FOR HORTICULTURE SERVICES, TREE FELLING AND SPRAYING OF HERBICIDES, FOR ALL PRASA STATIONS, DEPOTS, IN KWAZULU NATAL REGION (KZN)
-------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):
65 MASABALALA YENGWA AVENUE
PRASA REGIONAL OFFICE FOYER AREA
HELPDESK
PRASA SCM
KWAZULU NATAL

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Qiniso Makaluza
TELEPHONE NUMBER	031 813 0376
E-MAIL ADDRESS	Qiniso.Makaluza@prasa.com

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA.....

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
-------------------------------------------------	----------------------------------------------------------------------------------	----------------------------------------	-----------------------------------------------------------------------------------

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? 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

APPOINTMENT OF A SERVICE PROVIDER/S FOR AS AND WHEN CONTRACT FOR HORTICULTURE SERVICES, TREE FELLING AND SPRAYING OF HERBICIDES, FOR ALL PRASA STATIONS, DEPOTS, IN KWAZULU NATAL REGION (KZN)

PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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 INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

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

APPOINTMENT OF A SERVICE PROVIDER/S FOR AS AND WHEN CONTRACT FOR HORTICULTURE SERVICES, TREE FELLING AND SPRAYING OF HERBICIDES, FOR ALL PRASA STATIONS, DEPOTS, IN KWAZULU NATAL REGION (KZN)

SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

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

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

2. PREQUALIFICATION / ELIGIBILITY CRITERIA

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

3. COMMUNICATION

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

4. LEGAL COMPLIANCE

The successful Respondent shall be in full and complete compliance with 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 except on condition of correcting arithmetic errors on BOQ

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.

To the discretion of PRASA, multiple suppliers may be awarded this bid.

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.

NB: PRASA shall use their discretion in appointing in the number of service Provider/s based on offers received.

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 evaluation process in selecting the preferred Supplier/Service Provider.

EVALUATION PROCESS <i>(Delete which is not applicable)</i>	
Stage 1	
Mandatory / Prequalification Criteria	
Stage 2 - Price and B-BBEE	
Price	80
BBBEE	20
TOTAL	100
Stage 3	
Non-Mandatory compliance	

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 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), on CIDB website for construction related RFQ's. (If 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:

16.1 PREQUALIFICATION AND 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.

16.2 NON -MANDATORY RETURNABLE DOCUMENTS

Failure to provide all these Non -Mandatory Returnable Documents at the Closing Date and time of this RFQ, PRASA may request the documents and must be made available at the time of request: Respondents are therefore urged to ensure that all these Documents are made available at the time of request.

16.3 RETURNABLE DOCUMENTS USED FOR SCORING PURPOSES

Failure to provide these Returnable Documents at the Closing Date and time of this RFQ, will not result in Respondent's disqualification. However, bidders will receive a score of zero for the applicable evaluation criteria.

SECTION 3

1 EVALUATION CRITERIA:

NB: Compliance Requirements for all Services/Goods and works

Stage 1: Mandatory/ Prequalification Requirements - If you do not submit the following mandatory documents your Proposal/Quote will be disqualified automatically:

No.	Description of requirement	
a)	BOQ/Price Schedule and Pricing form. All line items of the BOQ must be quoted for.	
b)	Completion of ALL RFQ documentation (includes ALL declarations and Commissioner of Oath signatures required)	
c)	Bidders to fill and sign closing register on submission of quotation document; failure to comply will result in disqualification	

Stage 2- Price and B-BBEE

Evaluation criteria	Weighting
BBBEE	20
Price	80
TOTAL	100

PS = 80

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

APPOINTMENT OF A SERVICE PROVIDER/S FOR AS AND WHEN CONTRACT FOR HORTICULTURE SERVICES, TREE FELLING AND SPRAYING OF HERBICIDES, FOR ALL PRASA STATIONS, DEPOTS, IN KWAZULU NATAL REGION (KZN)

Check and balance will be done as PRASA is not obliged to accept price that are not market related

- 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 7 B-BBEE claim form.

Stage 3: Non - Mandatory Requirements - 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: This may only be requested from the most responsive bidder/s.

No.	Description of requirement	
a)	Company Registration Documents	
b)	Copies of Directors' ID documents;	
c)	Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin	
d)	CSD report / CSD reference number	
e)	Proof of UIF registration	
f)	Proof of Bank Account (i.e., cancelled cheque or letter issued by the bank)	
g)	<p>Valid B-BBEE Certificate from SANAS accredited rating agency (Original or certified copy) /DTI B-BBEE certificate (original or certified copy) or sworn affidavit signed and stamped by the commissioner of oath. Joint ventures to submit the consolidated Valid B-BBEE Certificate from SANAS accredited rating agency (Original or certified copy)</p> <p>Consolidated BBBEE certificate for Joint Venture is required. As per the implementation guide preferential procurement regulations 2017 pertaining to the preferential procurement policy framework act no 5 of 2000 march paragraph 9 BROAD BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES sub paragraph 9.3 and 9.4 states that:</p> <p>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 tender.</p>	

NB: PRASA shall use their discretion in appointing in the number of service Provider/s based on offers received.

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.

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 is 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:

APPOINTMENT OF A SERVICE PROVIDER/S FOR AS AND WHEN CONTRACT FOR HORTICULTURE SERVICES, TREE FELLING AND SPRAYING OF HERBICIDES, FOR ALL PRASA STATIONS, DEPOTS, IN KWAZULU NATAL REGION (KZN)

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.

APPOINTMENT OF A SERVICE PROVIDER/S FOR AS AND WHEN CONTRACT FOR HORTICULTURE SERVICES, TREE FELLING AND SPRAYING OF HERBICIDES, FOR ALL PRASA STATIONS, DEPOTS, IN KWAZULU NATAL REGION (KZN)



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

Assignment and sub-contracting

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

Termination

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

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

Governing law

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

SECTION 6 BIDDER'S DISCLOSURE

SBD4

APPOINTMENT OF A SERVICE PROVIDER/S FOR AS AND WHEN CONTRACT FOR HORTICULTURE SERVICES, TREE FELLING AND SPRAYING OF HERBICIDES, FOR ALL PRASA STATIONS, DEPOTS, IN KWAZULU NATAL REGION (KZN)

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

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.

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:

.....
.....

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

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.

bid invitation relates.

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

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

1.4 Preference points for this bid shall be awarded for:

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

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

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

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

contribution are not claimed.

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

- 2.12 “**co-operative**” means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)
- 2.13 “**Designated Group**” means - i) Black designated groups; ii) Black People; iii) Women; iv) people with disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)
- 2.14 “**Designated Sector**” means, sub-sector or industry or product designated in terms of regulation 8(1)(a)
- 2.15 “**EME**” means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.16 “**firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.17 “**functionality**” means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents.
- 2.18 “**Military Veteran**” has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011);
- 2.19 “**National Treasury**” has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 2.20 “**non-firm prices**” means all prices other than “firm” prices;
- 2.21 “**person**” includes a juristic person;
- 2.22 “**People with disabilities**” meaning assigned to it in terms of Section 1 of Employment Equity Act, 1998 (Act No. 55of 1998)
- 2.23 “**Price**” includes all applicable taxes less all unconditional discounts.
- 2.24 “**Proof of B-BBEE Status Level of Contributor**” i) the B-BBBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 2.25 “**Rural Area**” i) a sparsely populated area in which people farm or depend on natural resources,

including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.

- 2.26 “**QSE**” means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.27 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.28 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.29 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.30 “**Township**” means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994
- 2.31 “**Treasury**” meaning assigned to it in Section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
- 2.32 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.33 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.34 “**Youth**” meaning assigned to it in terms of Section 1 of National youth Development Agency Act, 2008 (Act No. 54 of 2008).

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.

APPOINTMENT OF A SERVICE PROVIDER/S FOR AS AND WHEN CONTRACT FOR HORTICULTURE SERVICES, TREE FELLING AND SPRAYING OF HERBICIDES, FOR ALL PRASA STATIONS, DEPOTS, IN KWAZULU NATAL REGION (KZN)

- 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

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 4.2 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

- 4.3 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.
- 4.4 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.
- 4.5 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.
- 4.6 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.
- 4.7 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.
- 4.8 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.
- 4.9 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.
- 4.10 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.

5. BID DECLARATION

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

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

5.2 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.

6. SUB-CONTRACTING

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

(Tick applicable box)

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

6.1.1 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 checked="" type="checkbox"/>	QSE <input checked="" type="checkbox"/>
----------------------------------------------------------------	-----------------------------------------	-----------------------------------------

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

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:

7.2 VAT registration number:

7.3 Company registration number:

7.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

7.6 COMPANY CLASSIFICATION

APPOINTMENT OF A SERVICE PROVIDER/S FOR AS AND WHEN CONTRACT FOR HORTICULTURE SERVICES, TREE FELLING AND SPRAYING OF HERBICIDES, FOR ALL PRASA STATIONS, DEPOTS, IN KWAZULU NATAL REGION (KZN)

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

[TICK APPLICABLE BOX]

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

7.8 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>

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

4.2	<p>Is the Company or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><i>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</i></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1 If so, furnish particulars:			
4.3	<p>Was the Company or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.3.1 If so, furnish particulars:			
4.4	<p>Was any contract between the Company and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.4.1 If so, furnish particulars:			

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Company

CERTIFICATE OF INDEPENDENT RFQ DETERMINATION

1. This Standard Company Document (SBD) must form part of all RFQs¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Company (or RFQ rigging).² Collusive Company is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the RFQ of any Company if that Company, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the Company process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when RFQs are considered, reasonable steps are taken to prevent any form of RFQ-rigging.
5. In order to give effect to the above, the attached Certificate of RFQ Determination (SBD 9) must be completed and submitted with the RFQ:

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

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

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

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

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

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

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this RFQ invitation relates.
9. The terms of the accompanying RFQ have not been, and will not be, disclosed by the Company, directly or indirectly, to any competitor, prior to the date and time of the official RFQ opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to RFQs and contracts, RFQs that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Company

SECTION 12

COMMISSIONER OF OATH

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

COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON

STAMP:

NAME & SURNAME.....

SIGNATURE.....

DESIGNATION/RANK

PERSAL/EMPLOYEE NO.....

PLACE/DATE.....

SECTION 13

THE APPOINTMENT OF AS AND WHEN SUPPLIERS FOR THE HORTICULTURE CONTROL IN KWAZULU NATAL REGION (KZNR) FOR A PERIOD OF 6 MONTHS.

The rate provided shall include the services for: Horticulture, Cutting/Trimming of trees, Application of weed killer/herbicides, disposing of rubble /vegetation, transport, and related services as specified on the specification for the following corridors.

PRASA reserves the right to appoint any number of service providers and not limited to 1 service provider per line, or per station or per corridor.

This service will be made up of a panel of service providers that can be dispatched to service at any given time or part of the station that PRASA deploys them to. These stations shall exclude Pietermaritzburg, Ladysmith and New Castle.

TABLE 1- AFFECTED LINES

ITEM NUMBER	LINE NAME	TOTAL NUMBER OF AREAS PER LINE	TOTAL CUTTING AREA (sqm)
1.	NEW MAIN LINE	12	35700
2.	SOUTH COAST LINE	17	55370
3.	PINETOWN LINE	11	57240
4.	CROSSMOOR LINE	3	13000
5.	WESTS LINE	5	20600
6.	NORTH COAST LINE	10	31900
7.	CENTRAL LINE	3	9800
8.	KWAMASHU LINE	8	17890
9.	UMLAZI LINE	1	2500

Work allocation

An appointed service provider will be allocated a corridor as per below table :

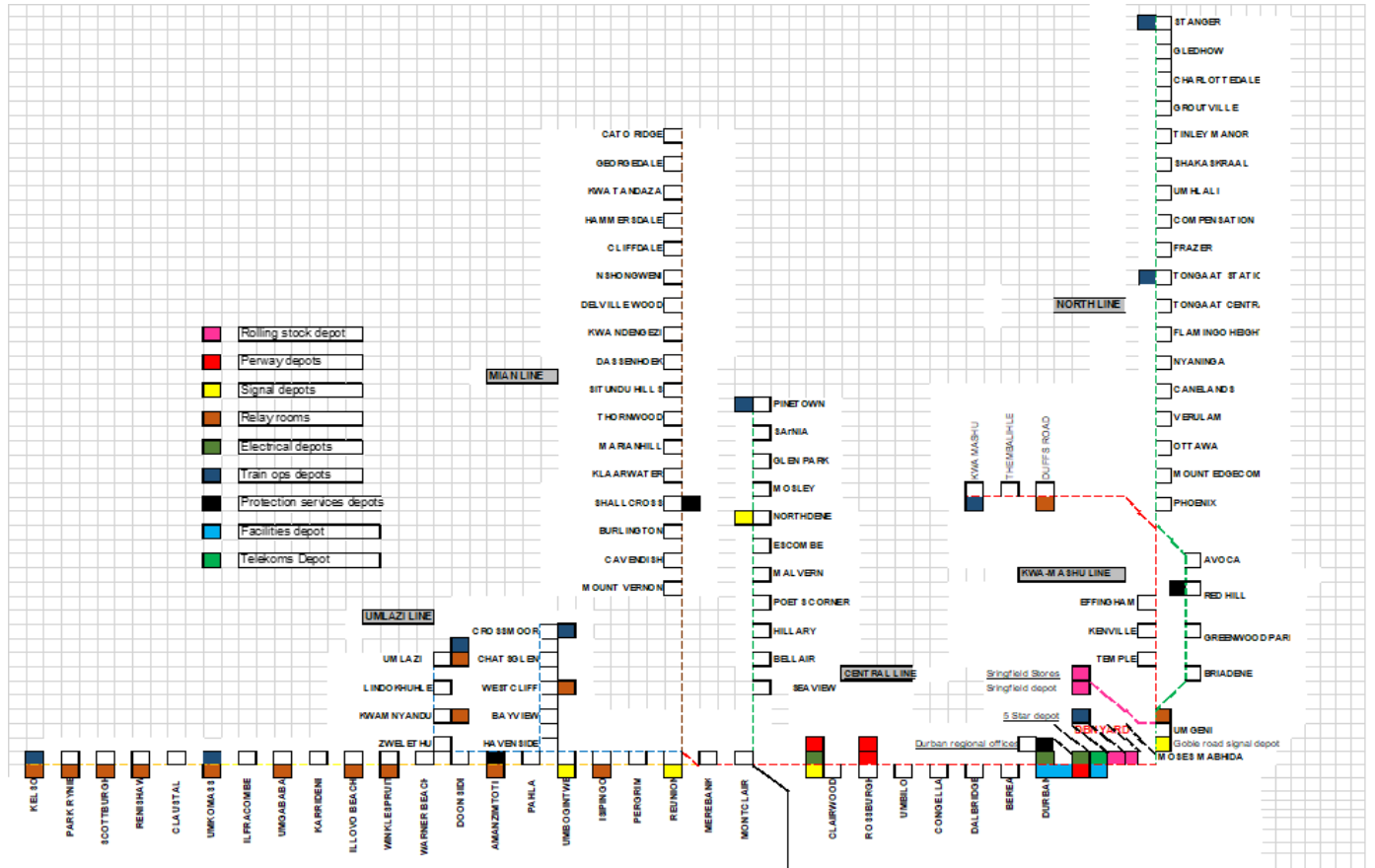
Table: 2

ITEM NO.	CORRIDOR NAME	LINE ALLOCATION
1.	Corridor 1	New Mainline & Central
2.	Corridor 2	South Coast Line & Umlazi
3.	Corridor 3	Pinetown Line, Croosmoor & Wests
4.	Corridor 4	North Coast & KwaMashu Line

4.3.1 The Staffing Plan and Shift System

4.3.1.1 Staff Deployment

The total Vegetation control staff/personnel to be provided in this specification is **including** the brush cutters, pruners manpower and supervisor as per the table below. It must be noted that PRASA stations operate seven (7) days a week including public holidays, any extended operating hours will be negotiated with the service provider should such requirement be deemed necessary during high peak periods.



APPOINTMENT OF A SERVICE PROVIDER/S FOR AS AND WHEN CONTRACT FOR HORTICULTURE SERVICES, TREE FELLING AND SPRAYING OF HERBICIDES, FOR ALL PRASA STATIONS, DEPOTS, IN KWAZULU NATAL REGION (KZN)

5 SPECIFICATION OF THE WORK, PRODUCTS OR SERVICES REQUIRED

SCOPE OF WORK

5.1 Scope of desired solution

5.1.1 The scope of work shall cover Vegetation Control, Herbicide Spraying and Pruning of trees of all stations on the New Main & South Coast Line. PRASA through Quotation process will invite cleaning service providers hereinafter called "the Tenderers" to submit a quotation for providing Horticulture services for all requested stations listed below.

5.1.2 Extent and coverage of the Proposed Project

5.1.3. The required service shall be undertaken at and shall cover but not limited to the following areas

- Parking Areas and parking bays
- Access & Exit Ways (leading to and from the station)
- Alongside & between rail tracks and 20 metres beyond platform ends
- Fence lines within station precinct and 20 meters beyond platform ends
- Common Areas (open areas in front and behind the station buildings)
- Open spaces within station boundaries including embankment/s & common areas

Service providers are required and encouraged to familiarize themselves with the Horticulture service & requirements, which will enable the service provider, to be able to give accurate price.

6.1 Scope of work to cut and remove grass, low growing vegetation, tree felling, application of weed killer/herbicide and litter/vegetation picking within PRASA specified areas

Requirements: Stations will be maintained as required to commuters, management, staff and any other persons who have a reason to enter experience a safe and conducive environment.

a) General Expectations

- grass, weeds must be safely, neatly cut and trimmed
- All platforms must, and surrounding areas must be free of weeds and overgrowth
- No plastic bags of litter/vegetation must be stored within the station precinct.
- Litter & vegetation must be disposed at a designated area
- All areas within the station precinct that are in public eye must be free of grass and weeds
- Trimming and cutting of all lawn areas including natural strips within the station precinct
- Weeds are to be removed from all areas within trees and all paved areas
- Trimming and cutting of trees including shrubs within the branch and those overhanging on pedestrians and vehicle paths
- Cleaning of garden areas within station precinct
- All dead trees must be cut and removed from site
- Dispose Litter/vegetation to be removed from site to a designated dumping area
- Rubble to put in refuse bags and transported to a nearby dumping site at a supplier's cost

b) To cut and remove grass and low growing vegetation

- The entire PRASA site shall be cleared of all litter/vegetation and undesirable objects.
- All material resulting from the clearing process shall be disposed of at an approved municipal dumping site.
- The contractor shall obtain written approval from the local authorities on who's the dumping sites are situated.
- The grass and low growing vegetation shall be cut and removed from the PRASA sites to the satisfaction of the PRASA representative.
- The grass shall be cut to an average height of 30mm to 80m. Grass must be cut by means of brush cutters or lawn mowers.
- All cut grass shall be removed from the PRASA site by the contractor. Cut grass shall be removed from the PRASA sites within two (2) days.
- Cut grass must NOT BE BURNED in any PRASA sites
- The rate for this item shall include litter picking and dumping of all rubble to the authorized local dumping site.
- The cutting of grass will be measured and paid for based on the total size of the area cut.

c) Tree Felling

APPOINTMENT OF A SERVICE PROVIDER/S FOR AS AND WHEN CONTRACT FOR HORTICULTURE SERVICES, TREE FELLING AND SPRAYING OF HERBICIDES, FOR ALL PRASA STATIONS, DEPOTS, IN KWAZULU NATAL REGION (KZN)

- The trees shall be cut and removed to the satisfaction of depot Manager. Trees shall be cut to the average height of 1 meter above the ground level.
- Trees must be cut by a competent person.
- All tree trunk, branches and leaves shall be removed from the PRASA sites by the contractor to an authorized dumping site.

6.2 VEGETATION CONTROL MATERIAL, CONSUMABLES, TOOLS AND EQUIPMENT

NB: This section provides **ONLY** guideline for the type of Vegetation control material and consumables and type of equipment and tools which will guarantee that the requirements by PRASA can be satisfied. The Contractor can use any equipment, tools and material which will assure the highest level of vegetation control of the station and all facilities.

- Disinfect all Vegetation control equipment after use and before using in other areas (e.g. Disinfect buckets by soaking in bleach solution or rinse in hot water with soap).
- PRASA would like to ensure that Vegetation control standards are not lowered in the execution of the contract to be signed for the provision of the services mentioned herein. Therefore, a start-up list of approved chemicals has been developed for bidders to use in the preparing of their bid.
- PRASA reserves the right to change or replace any of the below listed area with equivalent specification areas
- The successful bidder is encouraged to offer PRASA continuous improvement efforts which are aimed at always enhancing Vegetation control efficiency and Vegetation control standards at the best price.
- All chemicals must be SABS and/or SANS approved and must not be harmful to the environment

6.3.1 VEGETATION CONTROL MACHINERY AND EQUIPMENT

- All the machinery being provided on the contract must still be within its serviceable life.
- The successful bidder will be responsible for the service and maintenance costs of all machinery on the contract.
- The successful bidder must ensure that all staff operators of machinery have received the proper training for the usage of the machinery prior to the commencement of the contract.
- Service Level Agreement pertaining to the provision and use of the machinery on the contract can be found under Section
- The successful bidder is to submit a Machinery and Equipment deployment schedule which will clearly show the number of items and the areas in which they will be deployed on a daily basis. PRASA reserves the right to make changes to the equipment deployment in accordance with a change in requirements or operations.
- Please consider the following when obtaining machinery to be used in the provision of the services herein: a. Carpet machines must, as a minimum dryness of 80% – in the event of spillage / flooding
- High pressure machine up to 150 bar for outside / walkway areas – to be available on site at all times.
- Carpet extractor machines for Vegetation control of large areas
- All machinery being provided on the contract must still be within its serviceable life and used in accordance with the Service Levels for the duration of contract.
- In the event that any machinery breaks down, the said machinery shall be replaced on time with a temporary alternative machinery.
- Service Provider should include service maintenance and consumables costs of the machinery for the duration of the contract as no additional charges will be accepted.

6.4 Contract Records and Documentation

APPOINTMENT OF A SERVICE PROVIDER/S FOR AS AND WHEN CONTRACT FOR HORTICULTURE SERVICES, TREE FELLING AND SPRAYING OF HERBICIDES, FOR ALL PRASA STATIONS, DEPOTS, IN KWAZULU NATAL REGION (KZN)

6.4.1 Health and Safety File

- The Service Provider shall keep on site a SHE working file where all records generated during the project are kept. This file must be available at all times on site. The file will include, all SHE related records, records of communication with the client (PRASA) tool box talks, Inspection sheets, risk assessment etc. (Table of checklist below)
- PRASA Cres operates stations within a strict railway operating environment with high commuter flow, particularly during operating peak periods. Safety of commuters is therefore a non-negotiable requirement safety should be strictly complied with
- The Service Provider shall submit a SHE file according to the attached safety checklist.
- **A representative from PRASA has a right to do the following:**
 - Request the file at any given time
 - Inspect the SHEQ documents at any given time
 - Stop the work if he/she finds necessary or convinced that SHE is compromised.

#	Description	Comments – Requirement	Requirement on file	
			Yes	No
1	Scope of work	<i>The detailed documents explaining the work to done.</i>		
2	Letter of Good Standing	<i>Valid letter of Good Standing to be on file, Letter to be on the contractor's company name.</i>		
3	Employee List	<ul style="list-style-type: none"> • <i>Only employees who will be working in Metrorail premises under the project.</i> • <i>ID Copies to be provided. (persons without SA Citizenship to provide a valid work permit)</i> • <i>Next of kins information to be provided (name, contact, address, etc.)</i> 		
4	Organization Structure	<ul style="list-style-type: none"> • <i>Organization structure to be in line with the specific project. (Vegetation control of facilities/Buildings)</i> • <i>To start with the CEO/MD and followed by workers</i> 		
5	SHE Policy	<i>To be signed by company most senior manager.</i>		
6	SHE Plan	<ul style="list-style-type: none"> • <i>SHE Plan to be in line with PRASA SHE specifications and relevant to the scope of work.</i> • <i>To be acknowledged by PRASA project team leader.</i> 		

7	Risk Assessments	<ul style="list-style-type: none"> • Department to provide a baseline risk assessment for the project to the contractor as per CR 2014. • Contractor to provide a detailed risk assessment based on scope of work. (activity based) <p>Note: prior to commencement of the work, PRASA Project team leader together with the contractor must conduct a start-up risk assessment taking into consideration the risk identified on the baseline and on the contractor risk assessment</p>		
8	Tool Registers	The list of all tool and equipment that the contractor will use for the project.		
9	SHE Induction Records	SHE induction records to be on file		
10	Proof of medical fitness	Valid proof of medical fitness to be on file Only Medical results issued and stamped by Occupational Health Doctor/Practitioner/Clinic will be accepted.		
11	Appointments	All Appointment letters to be in line with OHSAct and applicable regulations. Each appointment to be accompanied by proof of competency		
12	Tool inspections	Inspection template of all tools to be on file. The inspections template must be linked to the tool list provided.		
13	PPE Matrix	A document indicating the contractor's positions and the applicable PPE to each position as per risk assessment outcome.		
14	PPE Records	Proof that employee was issued with the necessary PPE.		
15	Training Records	All other training records applicable to the scope.		
16	Method Statement	A detailed description of how work will be performed.		
17	Safe Working Procedures	Working instructions.		
18	Tool box Talks	Proof that the system exists. Contractor to maintain this system throughout his duration of contract.		
19	Equipment Maintenance (Calibrations, Safe Working load certificates etc)	To be on file		
20	Chemicals substances list	All chemicals that will be used by the Service Provider to be documented and filed included on file		
21	MSDS	As per chemical list		
23	Proof of training on MSDS	All cleaners using the chemical to be trained. Copies of the MSDS to be where employees are using the chemical.		
24	Declaration of Subservice providers	The Service Provider must declare if subcontractor will be appointed. Subservice providers are required to submit the safety file for their company. The declaration to be on file.		

BILL OF QUANTITY

APPOINTMENT OF A SERVICE PROVIDER/S FOR AS AND WHEN CONTRACT FOR HORTICULTURE SERVICES, TREE FELLING AND SPRAYING OF HERBICIDES, FOR ALL PRASA STATIONS, DEPOTS, IN KWAZULU NATAL REGION (KZN)

Corridor 1: New Main Line

STATION NUMBER	STATION NAME	TOTAL CUTTING AREA M2	RATES PER SQUARE METER (m2)	TOTAL COST PER STATION (TOTAL m2 X RATE)
1.1.	Mt Vernon	5250	R	R
1.2.	Burlington	2100	R	R
1.3.	Klaarwater	2100	R	R
1.4.	Marianhill	5950	R	R
1.5.	Thornwood	2100	R	R
1.6.	Kwa-Ngendezi	2450	R	R
1.7.	Delville Wood	2100	R	R
1.8.	Nshongweni	2450	R	R
1.9.	Cliffdale	3150	R	R
1.10.	Hammersdale	3150	R	R
1.11.	Kwa-Tandaza	2450	R	R
1.12.	Georgedale	2450	R	R
TOTAL				
VAT 15%				
GRAND TOTAL				

Central

NUMBER	NAME	TOTAL CUTTING AREA M2	RATES PER SQUARE METER (m2)	TOTAL COST PER STATION (TOTAL m2 X RATE)
1.19	Rosburgh Perway Depot	3500	R	R
1.20	Clairwood Electrical	4200	R	R
1.21	Clairwood Signal Depot	2100	R	R
TOTAL				
VAT 15%				
GRAND TOTAL				

Corridor 2

APPOINTMENT OF A SERVICE PROVIDER/S FOR AS AND WHEN CONTRACT FOR HORTICULTURE SERVICES, TREE FELLING AND SPRAYING OF HERBICIDES, FOR ALL PRASA STATIONS, DEPOTS, IN KWAZULU NATAL REGION (KZN)

BOQ – Bill of Quantity-South Coast

STATION NUMBER	STATION NAME	TOTAL CUTTING AREA M2	RATES PER SQUARE METER (m2)	TOTAL COST PER STATION (TOTAL m2 X RATE)
1.1	Pilgrim	2800	R	R
1.2	Umbogintwini	3150	R	R
1.3	Umbogontwini Signals	2500	R	R
1.4	Pahla	3500	R	R
1.5	Doonside	2100	R	R
1.6	Warner Beach	3850	R	R
1.7	Winkelspruit	4200	R	R
1.8	Illovo Beach	4200	R	R
1.9	Karridene	1400	R	R
1.10	Umgababa	3150	R	R
1.11	Ilfracombe	1400	R	R
1.12	Umkomaas	2100	R	R
1.13	Claustal	3150	R	R
1.14	Renishaw	5250	R	R
1.15	Scottsburgh	3850	R	R
1.16	Park Rynie	3990	R	R
1.17	Kelso	4780	R	R
TOTAL				
VAT 15%				
GRAND TOTAL				

UMLAZI

NUMBER	NAME	TOTAL CUTTING AREA M2	RATES PER SQUARE METER (m2)	TOTAL COST PER STATION (TOTAL m2 X RATE)
1.18	Reunion Signal	2500	R	R
TOTAL				
VAT 15%				
GRAND TOTAL				

Corridor 3
BOQ – Bill of Quantity-Pinetown

APPOINTMENT OF A SERVICE PROVIDER/S FOR AS AND WHEN CONTRACT FOR HORTICULTURE SERVICES, TREE FELLING AND SPRAYING OF HERBICIDES, FOR ALL PRASA STATIONS, DEPOTS, IN KWAZULU NATAL REGION (KZN)

NUMBER	NAME	TOTAL CUTTING AREA M2	RATES PER SQUARE METER (m2)	TOTAL COST PER STATION (TOTAL m2 X RATE)
1.1	Sarnia	8200	R	R
1.2	Glen Park	6540	R	R
1.3	Mosely	2000	R	R
1.4	Northdene	5000	R	R
1.5	Northdene Perway	1800	R	R
1.6	Escombe	4500	R	R
1.7	Malvern	4000	R	R
1.8	Poets Corner	3000	R	R
1.9	Hillary	8000	R	R
1.10	Bellair	6000	R	R
1.11	Sea View	8200	R	R
TOTAL				
VAT 15%				
GRAND TOTAL				

BOQ – Bill of Quantity-Crossmoor

STATION NUMBER	STATION NAME	TOTAL CUTTING AREA M2	RATES PER SQUARE METER (m2)	TOTAL COST PER STATION (TOTAL m2 X RATE)
1.12	Westcliff	3242	R	R
1.13	Havenside	5431	R	R
1.14	Merebank	4327	R	R
TOTAL				
VAT 15%				
GRAND TOTAL				

BOQ – Bill of Quantity-Wests

STATION NUMBER	STATION NAME	TOTAL CUTTING AREA M2	RATES PER SQUARE METER (m2)	TOTAL COST PER STATION (TOTAL m2 X RATE)
1.15	West	3000	R	R
1.16	Island View	4500	R	R
1.17	King's Rest	4500	R	R
1.18	Wentworth	3600	R	R
1.19	Jacobs	5000	R	R
TOTAL				
VAT 15%				
GRAND TOTAL				

APPOINTMENT OF A SERVICE PROVIDER/S FOR AS AND WHEN CONTRACT FOR HORTICULTURE SERVICES, TREE FELLING AND SPRAYING OF HERBICIDES, FOR ALL PRASA STATIONS, DEPOTS, IN KWAZULU NATAL REGION (KZN)

Corridor 4

BOQ – Bill of Quantity-North Coast

NUMBER	NAME	TOTAL CUTTING AREA M2	RATES PER SQUARE METER (m2)	TOTAL COST PER STATION (TOTAL m2 X RATE)
4.1	Gledhow	2800	R	R
4.2	Charlotteddale	1400	R	R
4.3	Groutville	3150	R	R
4.4	Tinley manor	2500	R	R
4.5	Shakaskraal	3500	R	R
4.6	Umhlali	4200	R	R
4.7	Compensation	2100	R	R
4.8	Tongaat	3850	R	R
4.9	Nyaninga	4200	R	R
4.10	Canelands	4200	R	R
TOTAL				
VAT 15%				
GRAND TOTAL				

BOQ – Bill of Quantity-KwaMashu

NUMBER	NAME	TOTAL CUTTING AREA M2	RATES PER SQUARE METER (m2)	TOTAL COST PER STATION (TOTAL m2 X RATE)
4.11	Kenville	3500	R	R
4.12	Temple	4200	R	R
4.13	Briardene	2400	R	R
4.14	Greenwood Park		R	R
4.15	Avoca	1500	R	R
4.16	Durban Perway	400	R	R
4.17	Durban Signal	2800	R	R
4.18	Durban Electrical	250	R	R
TOTAL				
VAT 15%				
GRAND TOTAL				

APPOINTMENT OF A SERVICE PROVIDER/S FOR AS AND WHEN CONTRACT FOR HORTICULTURE SERVICES, TREE FELLING AND SPRAYING OF HERBICIDES, FOR ALL PRASA STATIONS, DEPOTS, IN KWAZULU NATAL REGION (KZN)