

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: [HO/CRES/FACILITIES/FIRE/003/23]

REQUEST FOR QUOTATION (RFQ) FOR THE *[FIRE PROTECTION SYSTEMS AND FIRE EXTINGUISHER REPAIR AND MAINTENANCE SERVICES AT UMJANTSHI HOUSE, SHOSHOLOZA MEYL JUNCTION AND GAUTENG NERVE CENTRE FOR A PERIOD OF 36 MONTHS.]*

HO/CRES/FACILITIES/FIRE/003/23**SECTION 1: SBD1****PART A INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PASSENGER RAIL AGENCY (PRASA)**

BID NUMBER:	HO/CRES/FACILITIES/FIRE/003/23	CLOSING DATE:	06 April 2023	CLOSING TIME:	11:00
DESCRIPTION	REQUEST FOR QUOTATION (RFQ) FOR THE [FIRE PROTECTION SYSTEM AND FIRE EXTINGUISHERS REPAIRS AND MAINTENANCE SERVICES AT UMJANTSHI HOUSE, SHOSHOLOZA MEYL JUNCTION AND GAUTENG NERVE CENTRE 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**30 WOLMARANS STREET****BRAAMFONTEIN****JOHANNESBURG****HELPDESK****SCM TENDER OFFICE****GAUTENG HEADOFFICE****BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

CONTACT PERSON	WINNIE MPUTLE
TELEPHONE NUMBER	0110857426
E-MAIL ADDRESS	WINNIE.MPUTLE@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.....

HO/CRES/FACILITIES/FIRE/003/23

2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?

☐ Yes☐ No

[IF YES ENCLOSE PROOF]

2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?

☐ Yes☐ No

[IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

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

☐ YES ☐ NO

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

☐ YES ☐ NO

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

PART B: TERMS AND CONDITIONS FOR BIDDING**1. BID SUBMISSION:**

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

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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.*

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 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 Requirements
Stage 1B	Non-Mandatory Requirements
Stage 2	
Technical/Functional Requirements	Threshold of 65%
Stage 3	
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 Business 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

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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:

16.1. Mandatory Returnable Documents

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

17. Tender Briefing session

Not applicable to this RFQ

SECTION 3

1 EVALUATION CRITERIA:

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

Stage 1A – Mandatory Requirements

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

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

No.	Description of requirement	Tick
a)	BOQ/ Price Schedule	
b)	Completion of ALL RFQ documentation (includes ALL declarations)	
c)	Joint Venture, Consortium Agreement or Partnering Agreement signed by all parties. The agreement should indicate the leading bidder where applicable. Note: SDB 4 must be signed by all the members of the Joint Venture or Consortium.	
d)	Bidders to fill and sign the correct closing/submission register on submission of tender documents.	
e)	Provide active CIDB grading level of 4 SF or Higher (JVs must provide a joint CIDB grading certificates) NB: PRASA shall verify the CIDB grade submitted on the CIDB online Platform. Bidders must maintain an active grade throughout the Tender process.	

HO/CRES/FACILITIES/FIRE/003/23**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.

No.	Description of requirement	
a)	Letter of Good Standing: COIDA.	
b)	Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin	
c)	CSD supplier registration number	

2.1 Stage 2**Technical / Functionality Requirements****Scoring of Functionality:**

The minimum threshold for the Technical/functionality criteria is (65%) and bidders who score below this minimum will not be considered for further evaluation in terms of price and Specific Goals.

Technical Evaluation Criteria

CRITERIA	SUB-CRITERIA	SCORING	WEIGHT ING
CRITERIA	SUB-CRITERIA	SCORING	WEIGHT
Track Record of the Contractor on similar type (Building Fire Protection System) projects previously executed. Proof of Projects executed previously on a similar type (Building Fire Protection System) . Project must still fall within the 2016-2023 period.	Full points are allocated for track record of 5 projects of similar type (Building Fire Protection System) and scale executed and completed by Tenderer in consideration in the last 7 years (2016-2023). The two below items must be provided for all projects presented under the scoring. 1. Appointment letter from client, on Client Letterhead 2. Reference Letter from the client, on Client Letterhead, signed or stamped with contactable references.	0 points = No proof or irrelevant submission 1 point = Proof of 1 project of similar type (Building Fire Protection System) of scope 2 points = Proof of 2 projects of similar type (Building Fire Protection System) of scope 3 points = Proof of 3 projects of similar type (Building Fire Protection System) of scope 4 points = Proof of 4 projects of similar type (Building Fire Protection System) of scope 5 points = proof of 5 projects or more of similar type (Building Fire Protection System) of scope	35
Key Staff (assigned site personnel) in	List all Site Staff proposed for this Contract including experience with copies of CV's, Valid SAQCC Registration / Certified Certificates.	0 point: No proof or irrelevant submission. 1 point: 2 TECHNICIANS with combined average of 1 to 3 years' experience plus N3	20

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relation to the scope of work	Trade or relevant certificates within the construction industry. (A Contractor is required to have a minimum of 2 Technicians) this part will be included in special conditions/scope of works.)	Certificate in Electronic or Electrical technology. All have SAQCC registration. 2 points: 2 TECHNICIANS with combined average of 4 to 7 years' experience plus N3 Certificate in Electronic or Electrical technology. All have SAQCC registration. 3 points: 2 TECHNICIANS with combined average of 8 to 10 years' experience plus N3 Certificate in Electronic or Electrical technology. All have SAQCC registration. 4 points: 2 TECHNICIANS with combined average of 10 to 13 years' experience plus N3 Certificate in Electronic or Electrical technology. All have SAQCC registration. 5 points: 2 TECHNICIANS with combined average of 14 years and above' experience plus N3 Certificate in Electronic or Electrical technology. All have SAQCC registration.	
Key Staff (assigned site personnel) in relation to the scope of work	Site Manager	0 point: No proof or irrelevant submission 1 point: SITE MANAGER with 1 to 3 years' experience plus N3 in electronic or electrical technology 2 points: SITE MANAGER with 4 to 9 years' experience plus N3 in electronic or electrical technology 4 points: SITE MANAGER with 10 to 11 years' experience plus N3 in electronic or electrical technology 5 points: SITE MANAGER with 12 years and above experience plus N3 in electronic or electrical technology (minimum certificate)	15
Resource Availability	The bidder to submit proof of ownership or rental agreement of a list of vehicles suitable for the execution of the work. Suitable vehicles include "bakkie" or light duty pickup truck.	0: Point – No proof of ownership /rental agreement provided, or irrelevant submission provided 1: a list of 1 vehicle listed with proof of ownership or rental agreement.	30

	Note: • For rental of plant and equipment a letter of intent on the letter head of the rental company or rental agreement will be sufficient. • For ownership of plant and equipment a list on a company letter head and signed by the company director will be sufficient. • For ownership of a bakkies only proof from Traffic Dept will be accepted.	2: a list of 2 vehicles listed with proof of ownership or rental agreement. 3: a list of 3 vehicles is provided with proof of ownership or rental agreement. 4: a list of 4 vehicles is provided with proof of ownership or rental agreement. 5: a list of 5 or more vehicles is provided with proof of ownership or rental agreement.	
TOTAL			100

2.2 Stage 3- 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:

A maximum of 20 points is allocated for specific goals 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

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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)
B-BBEE contributor status of at least level 2	4	
Black People living in the rural areas	4	
Black woman owned	4	
Black Youth owned	4	
Owned by Black persons with disabilities	4	
Total	20	

- 3.2. In the implementation and monitoring of Specific Goals, the following table must be used as guide to determine acceptable evidence for Specific Goals:

Table 1.1

SPECIFIC GOALS	ACCEPTABLE EVIDENCE
B-BBEE contributor status of at least level 2	BEE Certificate / Affidavit (In case of a JV consolidated scorecard will be accepted)
Black People living in the rural areas	Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months
Black Women owned	Certified copy of ID Documents of the Owners
Black Youth owned	Certified copy of ID Documents of the Owners
Owned by Black persons with disabilities	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability

3.2.1 A tenderer must submit proof of its B-BBEE status level of contributor/ **CIPC Documents/ Affidavit.**

3.2.2 A tenderer failing to submit proof of B-BBEE status level of contributor/ **CIPC Documents/Affidavit.** or is a non-compliant contributor to B-BBEE may not be disqualified.

3.2.3 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.

SECTION 4

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule Annexure: AA03

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

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or, where these do not form part of the contract, at a lumpsum, of

R

_____ (amount in numbers);

_____ (amount in words) Incl. VAT.

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

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

SECTION 5**PRASA GENERAL CONDITIONS OF PURCHASE****General**

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

Conditions

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

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

Price and payment

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

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

Delivery and documents

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

Where items are to be delivered the Supplier:

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On dispatch of each consignment, sends to PRASA at the address for delivery of the items, an advice note specifying the means of transport, weight, number of volume

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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.

HO/CRES/FACILITIES/FIRE/003/23**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.

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**

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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);

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.

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;

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- (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).
- (f) **“SBD” Means standard Bidding Documents**

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.2. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20

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

3.3. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.3.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest 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.

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:
.....
.....
.....

SECTION 11

SPECIFICATION/SCOPE OF WORK

SCOPE OF WORK

Repairs and maintenance of fire protection systems and fire equipment at Umjantshi House (UMJ), Shosholoza Meyl Junction (SMJ) and Gauteng Nerve Centre (GNC).

1. SMOKE DETECTION

2. FIRE EXTINGUISHERS AND HORSE REELS

CIDB Grading: 4SF or Higher

Smoke Detection Systems

Remove, clean, calibrate test and where required replace detectors. All repairs and test to be carried out in line with SANS 10139, SANS 14520 and other relevant standards related to fire detection and fire suppression systems.

- Fire alarm control panel
- Initiation devices
- Pull stations
- Smoke detectors
- Duct detectors
- Heat detectors
- Beam detectors
- Air aspirating or air sampling smoke detectors
- Water flow switches
- Tamper switches
- Notification devices
- Audible devices
- Strobes
- Strobes/Horns
- Dialers or communicators

Fire extinguishers and horse reels

- Pressure test
- Replenish
- Replacements

Suppression systems

- Pressure test
- Repairs

1. SMOKE DETECTION SERVICE REQUIREMENTS

Every three months/Quarterly service and whenever required

- Test each zone for fire and fault conditions.
- Check all break glass manual alarm units for satisfactory operation, record location on plans (floor plans) and attach plan to maintenance report.
- Remove, clean, replace and test all detectors, record, location on plans (floor plans) and attach plan to maintenance report.
- Check all remote indicators associated with above detectors for satisfactory operation.
- Check central control unit to ensure that alarm signals are correctly received.
- Test audible alarms at control panel and in fire zones for satisfactory operation.
- Check all equipment (other than air- conditioning equipment) activated or de-activated by the detection and alarm system for operation. These include items such as door closures, electric strikes, shutters, elevator capture functions, pressure fans, etc.
- Check all visual and audible alarms associated with the zones being tested for correct operation.
- Check power supply units for satisfactory operation.
- Check each battery and clean battery terminals.
- Check that the battery charges are delivering a charge to the battery.
- Make "back-up" of application program and store on site
- Update "as-built" documentation (drawings and specifications)
- Make "back-up" of application program and store off-site.
- Respond to fire alarm defects and any fire related call-outs

2. FIRE EXTINGUISHERS AND HORSE REELS REQUIREMENTS

Annual service and pressure test all types of fire extinguishers.

- Water
- Foam spray
- ABC Powder
- Carbon dioxide
- Wet Chemical

3. SUPPRESSION SYSTEMS

- Annual Pressure testing
- Repairs

4. GENERAL

A full report must be given on completion of each maintenance service showing the following:

- Details of service
- Recommended repairs needed to the installation
- Quote for the recommended repairs
- Signature of employee who did the service
- Signature of Property Services' Facilities Manager

The original report must be handed to the Facilities Manager and a copy must be retained by the contractor.

Details requirements regarding staff/technicians

The Contractor shall continuously ensure that staff is suitable and competent for the duties required of them.

Staff must have mechanical experience.

The Contractor shall continuously ensure that staff is knowledgeable on all equipment relating to the Fire Detection and Suppression Systems.

Minimum qualifications and experience of staff**SITE MANAGER:**

- N3 in electronic or electrical technology
- Registered SAQCC Technician
- The ability to conduct investigations and supervise/ manage a maintenance team
- The ability to prepare comprehensive reports, sign off all maintenance records and verify that the systems are safe and fit for use on monthly basis
- Site Manager is not a position that is always based on site, is only an overseer and link to Employer for contract administrative matters.
- The site manager is expected to be on-site at least two times a month for sectional system audit specified by employer

TECHNICIAN

- N3 Certificate in Electronic or Electrical technology
- Registered SAQCC Technician
- Must be in permanent employ of the company
- The ability to prepare comprehensive reports, sign off all maintenance records and verify that the systems are safe and fit for use on monthly basis

Buildings Specifications

Building Name	Address
Umjantshi House	30 Wolmarans Street, Braamfontein. JHB
Shosholozza Meyl Junction	Cnr. Simmonds and Leyds, Braamfontein. JHB
Gauteng Nerve Centre	Cnr. Pretoria Road & R25, Esselen Park. Kempton Park

Bill of Quantities for scheduled maintenance

ITEM	DISCRIPTION	UNIT	Rate: Year 1	Rate: Year 2	Rate: Year 3	AMOUNT
1	Smoke detectors					
2	Fire extinguishers and horse reels					

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3	Fire panel maintenance service						
						Sub Total	
						VAT	
						Total	

Bill of Quantities for “as and When” maintenance

Item	Description	Category	Rate year 1	Rate year 2	Rate year 3	
1	Percentage mark-up for material	%	Rate/Hour	Rate/Hour	Rate/Hour	
2	The Service Provider is to tender their total cost per hour on site per qualified Technician and an assistant to perform service and repairs during	Technician				
3	Normal working hours (06:00 – 18:00) . This cost shall exclude material, which has previously been dealt with in this schedule.	General Worker				
4	The Service Provider is to tender their total cost per hour on site per qualified Artisan and an assistant to perform service and repairs during	Technician				
5	After working hours and Saturdays (18:00 – 06:00) . This cost shall exclude material, which has previously been dealt with in this schedule.	General Worker				
6	The Service Provider is to tender their total cost per hour on site per qualified Artisan and an assistant to perform service and repairs during	Technician				
7	Sunday and Public Holiday . This cost shall exclude material, which has previously been dealt with in this contract.	General Worker				
8	Call-out rate (only when there is no fault found)	Sum				
9	Travel cost	Rate/ km				
	Sub-Total					
	Add VAT @15%					
	Total					