REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: [PR10329104]

REQUEST FOR QUOTATION (RFQ) FOR REPAIR AND SERVICING OF TICKET OFFICE SAFES AND STRONG ROOMS FOR METRORAIL WESTERN CAPE ON AN "AS AND WHEN REQUIRED BASIS"

NB!!! Quotations submitted by email must be limited to a maximum of 7MB, virus-free. They must be free from any form of virus or corrupted contents, or the quotations shall be rejected.

It shall remain your responsibility to ensure that your quotation will reach the email address below on or before the deadline.

Email Address for Quotations: RFQWC@prasa.com

Quotations that are received by Metrorail after the deadline, for whatever reason, shall not be considered for evaluation. Bidders are only to send their proposal directly to the above mentioned email address, and no other email as this will result in your proposal to be disqualified

SECTION 1: SBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PASSENGER RAIL AGENCY (PRASA)					
BID NUMBER:	PR10329104	CLOSING DATE:	15/06/2022	CLOSING TIME:	…12H00
DESCRIPTION	**REQUEST FOR QUOTATION FOR THE REPAIR AND SERVICING OF TICKET OFFICE SAFES AND STRONG ROOMS FOR METRORAIL WESTERN CAPE ON AN "AS AND WHEN REQUIRED BASIS"**				

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*:
1 ADDERLEY STREET
METRORAIL SUPPLY CHAIN MANAGEMENT
6TH FLOOR, ROOM 622B
PROPNET BUILDING
CAPE TOWN

Or

Emailed to: RFQWC@prasa.com **(Note: Buyer not to be copied in the email as this will result in a disqualification)**

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Faniswa Mbunje
TELEPHONE NUMBER	(021) 449 3012
E-MAIL ADDRESS	fmbunje@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] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLEBOX] ☐ Yes ☐ No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS		
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES	☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES	☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES	☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES	☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES	☐ NO

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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

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

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

1.5. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

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

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

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

DATE: ……...

NB:

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

SECTION 2
NOTICE TO BIDDERS

1. RESPONSES TO RFQ

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

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

2. PREQUALIFICATION / ELIGIBILITY CRITERIA

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

3 CIDB Grading

Only those Respondents who are registered with the CIDB, or are capable of being so prior to the submission of the quotation, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a …N/A…….. or higher class of construction works, are eligible to have their quotations evaluated.

Joint ventures are eligible to submit tenders provided that:

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation in the 9CE class of construction work; and
- the combined Contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a Contractor grading designation determined in accordance with the sum quoted for a …. class of construction works or a value determined in accordance with Regulation 25(1B) or 25(7A) of the Construction Industry Development Regulations

4 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.

5 LEGAL COMPLIANCE

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

6 CHANGES TO QUOTATIONS

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

7 PRICING

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

8 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.

9 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.

10 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.

11 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/.

12 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.

13 EVALUATION METHODOLOGY

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

14 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.

15 VALIDITY PERIOD

15.1 PRASA requires a validity period of **……60……. Business Days** from the closing date.

15.2 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.

16 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.

17 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:

18 Mandatory Returnable Documents

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

SECTION 3

1 EVALUATION CRITERIA:

Stage1 & Stage2: Adherence to Prequalification requirements and Compliance checklist
NB: Compliance Checklist Requirements **for all Services/Goods and works**

Only Respondents who satisfy the following Pre-Qualification Criteria will be considered for next stage of the evaluation:

No.	Description of requirement	
a)	Minimum B-BBEE level [Delete if not applicable]	**N/A**
b)	Exempted Micro Enterprises (EMEs) **and/or** Qualifying Small Delete if not applicable]	**N/A**
c)	Declaration document for local content and production SBD 6.2 Delete if not applicable]	**N/A**
d)	Annexure C – Local Content Declaration – Summary Schedule	**N/A**

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

No.	Description of requirement	
a)	Price Schedule / Pricing form	
b)	Completion of ALL RFQ declarations	
c)	Joint Venture / Consortium agreement / Trust Deed (if applicable)	
d)	Proof of CIDB grading of 2GB or higher	**N/A**
e)	Attendance certificate of compulsory briefing session (if applicable)	**N/A**

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

No.	Description of requirement	
a)	Company Registration Documents	
b)	Copies of Directors' ID documents;	
c)	Valid BBBEE Certificate from a SANAS accredited rating agency (Original or Certified) or affidavit signed by the Commissioner of Oath	
d)	Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin	
e)	CSD report / CSD reference number	
f)	Proof of UIF registration	
g)	Annexure D – Imported Content Declaration – Supporting Schedule to Annex C	
h)	Annexure E – Local Content Declaration – Supporting Schedule to Annex C	
i)	Proof of Bank Account (i.e. cancelled cheque or letter issued by the bank	
j)	Valid and Original, or certified copy of Letter of Good Standing (COID)	

2.1 Stage 3

Technical / Functionality Requirements (If applicable)

Scoring of Functionality:

The minimum threshold for Technical/functionality criteria is 7**0%** and bidders who score below this minimum will not be considered for further evaluation in terms of price and B-BBEE.

CRITERIA	WEIGHT	SCORES
N/A		

2.2 Stage4- Price and B-BBEE

Evaluation criteria	Weighting
BBBEE	20
Price	80
TOTAL	**100**

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

Where:

Ps = Score for the Bid under consideration

Pt = Price of Bid under consideration

Pmin= Price of lowest acceptable Bid

Evaluation of Preference

Evaluation and final weighted scoring

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

SECTION 4

PRICING AND DELIVERY SCHEDULE **(PLACE PRICING AND BOQ IN SEPARATE ENVELOPE MARKED AS ENVELOPE TWO)**

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

1 Prices must be quoted in South African Rand, inclusive of VAT.
2 Price offer is firm and clearly indicate the basis thereof.
3 Pricing Bill of Quantity is completed in line with schedule if applicable.
4 Cost breakdown must be indicated.
5 Price escalation basis and formula must be indicated.
6 To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
7 Please note that should you have offered a discounted price(s), PRASA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
8 Respondents are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Respondent. PRASA may:
9 negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
10 if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFQ;
11 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFQ.
12 if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFQ.

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

_____

_____ code _____

(Full address) conducting business under the style or title of: _____

represented by: _____ in my capacity as:

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

R _____ (amount in numbers);

_____

_____ (amount in words) Incl. VAT.

DELIVERY PERIOD: Suppliers are requested to offer their earliest delivery period possible.
Delivery will be effected within ……. working days from date of order. (To be completed by Service provider)

SECTION 5

PRASA GENERAL CONDITIONS OF PURCHASE

General

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

Conditions

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

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

Local Content Obligations

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

Price and payment

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

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

Delivery and documents

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

Where items are to be delivered the Supplier:

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

Containers / packing material

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

Title and risk

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

Rejection

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

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

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

Warranty

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

Indemnity

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

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

Assignment and sub-contracting

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

Termination

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

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

Governing law

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

SECTION 6

DECLARATION OF INTEREST SBD4

1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-
   - the bidder is employed by the state; and/or
   - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

……

2.2 Identity Number:

……

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

……

2.4 Company Registration Number:

……

2.5 Tax Reference Number:

……

2.6 VAT Registration Number:

……

* "State" means –

(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) Provincial legislature;
(d) National Assembly or the national Council of provinces; or
(e) Parliament.

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

2.7.1 If so, furnish the following particulars:
Name of person / director / shareholder/ member: ……..……...……
Name of state institution to which the person is connected: ……...……
Position occupied in the state institution: ……..……...……
Any other particulars:

……

……

……

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

DECLARATION

I, THE UNDERSIGNED (NAME)……

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

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

…….. ……

SIGNATURE DATE

…… ……

POSITION NAME OF BIDDER

SECTION 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 **.....** preference point system shall be applicable.

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

1.4 Preference points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contribution.

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

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

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

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

2. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

2.13 **"Designated Group"** means - i) Black designated groups; ii) Black People; iii) Women; iv) people with disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)

2.14 **"Designated Sector"** means, sub-sector or industry or product designated in terms of regulation 8(1)(a)

2.15 **"EME"** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.16 **"firm price"** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.17 **"functionality"** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;

2.18 **"Military Veteran"** has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011);

2.19 **"National Treasury"** has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);

2.20 **"non-firm prices"** means all prices other than "firm" prices;

2.21 **"person"** includes a juristic person;

2.22 **"People with disabilities"** meaning assigned to it in terms of Section 1 of Employment Equity Act, 1998 (Act No. 55 of 1998)

2.23 **"Price"** includes all applicable taxes less all unconditional discounts.

2.24 **"Proof of B-BBEE Status Level of Contributor"** i) the B-BBBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

2.25 **"Rural Area"** i) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.

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

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

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

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

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

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

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

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

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

3. ADJUDICATION USING A POINT SYSTEM

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

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

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

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

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

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

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps	=	Points scored for comparative price of bid under consideration
Pt	=	Comparative price of bid under consideration
Pmin	=	Comparative price of lowest acceptable bid

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

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

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

5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances PRASA would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.

5.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.

5.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating a Verification Agency accredited by SANAS.

5.5 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

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

6. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

7.1.1 If yes, indicate:

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

(Tick applicable box)

YES		NO	

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:…….

8.2 VAT registration number:……

8.3 Company registration number:…….

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……

……

……

8.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

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

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

i) The information furnished is true and correct;
ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7,
iv) the contractor may be required to furnish documentary proof to the satisfaction of the
v) purchaser that the claims are correct;

vi) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have.

(a) disqualify the person from the bidding process;
(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
(d) if the successful bidder subcontracted a portion of the bidder to another person without disclosing it, PRASA reserves the right to penalise the bidder up to 10 percent of the value of the contract;
(e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
(f) forward the matter for criminal prosecution.

WITNESSES 1. …….. 2. ……	…….. SIGNATURE(S) OF BIDDERS(S) DATE: …….. ADDRESS …….. …….. ……..

SECTION 8

CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING (DELETE PAGE IF NOT APPLICABLE)

It is hereby certified that _____Representative(s) of _____[name of entity[has attended the RFQ Briefing session to which this enquiry relates.

FOR / ON BEHALF OF PRASA DESIGNATION

Name _____ _____

Signature _____

Acknowledgement

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

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

DULY AUTHORISED SIGNATORY(IES) WITNESSES

Signature _____ Name _____

Signature _____ Name_____

SECTION 9

SBD 8

DECLARATION OF COMPANY'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

1 This Standard Company Document must form part of all RFQ's 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	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? (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 *audi alteram partem* rule was applied). ***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.***	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the Company or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? ***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.***	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

4.3	Was the Company or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Company and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

....

Signature **Date**

....

Position **Name of Company**

SECTION 10

SBD 9

CERTIFICATE OF INDEPENDENT RFQ DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT RFQ DETERMINATION

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

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

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

    a. prices;
    b. geographical area where product or service will be rendered (market allocation)
    c. methods, factors or formulas used to calculate prices;
    d. the intention or decision to submit or not to submit, a RFQ;
    e. the submission of a RFQ which does not meet the specifications and conditions of the RFQ; or
    f. Company with the intention not to win the RFQ.

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

……	……
Signature	Date
……	…….……
Position	Name of Company

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

SECTION 11

COMMISSIONER OF OATH

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

_____ (Sign – SERVICE PROVIDER)

_____ (Name – SERVICE PROVIDER)

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

SECTION 12

SPECIFICATION/SCOPE OF WORK

Insert Specification / Scope of Work here OR cross-reference to separate Annexure……

QUANTITIES

ITEM NO	DESCRIPTION	LOCAL CONTENT	UNIT	QTY	UNIT PRICE		TOTAL AMOUNT	
					R	C	R	C
1.	- Request for quotation for the Repair and Servicing of Ticket Office Safes and Strong Rooms for Metrorail Western Cape on an "As and When Required Basis"	N/A		118				
		TOTAL						
		VAT 15%						
		GRAND TOTAL						

INTRODUCTION AND BACKGROUND

The Passenger Rail Agency of South Africa ("PRASA") has identified the need to appoint a service provider for the *Repair and Servicing of Ticket Office Safes and Strong Rooms for Metrorail Western Cape on an "As and When Required Basis*

The main objective for issue of this RFQ is:

Repair and servicing of ticket office safes and strong rooms for Metrorail Western Cape on an "As and When Required Basis

THE SCOPE OF WORK

The scope of work for this tender is:

Repair and Servicing of Ticket Office Safes and Strong Rooms for Metrorail Western Cape on an "As and When" Required Basis

Overview and extent of the works:

The contract work consists of "AS AND WHEN REQUIRED SERVICING OF TICKET OFFICE SAFES AND STRONG ROOMS in the Western Cape of Metrorail.

The contractor shall integrate the provision of his services into the general operation of the Metrorail operational system which may require that the Contractor co-operate with other contractors employed by Metrorail.

Bill of Quantities:

At Metrorail (Western Cape), we currently operate one hundred and four (104) ticket offices with one hundred and eighteen safes (118) safes. Each office has a safe (AUSTEN, CHUBB, and CHATWOOD MILNER) with built-in inner fitments and a drop safe.

The replacement of inner lock mechanism and safe keys at various stations will not exceed **Twelve (12) months** contract period **during normal working hours**.

The maintenance and safe repair requirements at various stations will not exceed **Ten (10) during normal working hours.**

Location of works

The location and extent of the works is along the following rail corridors:

All station ticket offices in the Western Cape operational tunnel.

No	REGION	Station number	STATION NAME	Category
1	WC	100455	AKASIAPARK	Halt
2	WC	100978	ATHLONE 1	Intermediate
3	WC		ATHLONE 2	Intermediate
4	WC	100609	AVONDALE	Small
5	WC	101168	BELHAR	Intermediate
6	WC	100234	BELLVILLE 1	Supercore
7	WC		BELLVILLE 2	Supercore
8	WC	100773	BLACKHEATH 1	Core
9	WC		BLACKHEATH 2	Core
10	WC	101087	BONTEHEUWEL	Core
11	WC	100277	BRACKENFELL	Intermediate
12	WC	120014	CAPE TOWN A 1 (marine)	Supercore
13	WC		CAPE TOWN A 2 (Concourse)	Supercore
14	WC		CAPE TOWN B (Strand)	Supercore
15	WC		CAPE TOWN C (PTIMS Office)	Supercore
16	WC		CAPE TOWN parade	Supercore
17	WC	103004	Century City (windemere)	Intermediate
18	WC	102962	Chris Hani	Intermediate
19	WC	101303	CLAREMONT	Intermediate
20	WC	102776	CLOVELLY	Closed
21	WC	100988	CRAWFORD	Small
22	WC	100374	DAL JOSAFAT	Small
23	WC	100552	DE GRENDEL	Small
24	WC	101427	DIEPRIVIER	Small
25	WC	100862	DU TOIT	Intermediate
26	WC	100803	EERSTERIVIER	Core
27	WC	100285	EIKENFONTEIN(S)	Core
28	WC	100188	ELSIESRIVIER	Intermediate
29	WC	120049	ESPLANADE	Halt
30	WC	101508	FALSE BAY	Small
31	WC	101907	FAURE	Small
32	WC	101923	FIRGROVE	Small
33	WC	101567	FISH HOEK	Core
34	WC	101583	GLENCAIRN	Small
35	WC	100145	GOODWOOD	Intermediate
36	WC	101311	HARFIELD ROAD	Small

No	REGION	Station number	STATION NAME	Category
37	WC	100951	HAZENDAL	Small
38	WC	101443	HEATHFIELD	Intermediate
39	WC	101117	HEIDEVELD 1	Core
40	WC		HEIDEVELD 2	Core
41	WC	100366	HUGUENOT	Core
42	WC	101559	KALKBAAI	Small
43	WC	102717	KAPTEINSKLIP	Intermediate
44	WC	101346	KENILWORTH	Small
45	WC	100404	KENTEMADE	Halt
46	WC	124044	KHAYELITSHA	Supercore
47	WC	100323	KLAPMUTS	Small
48	WC	100072	KOEBERGWEG	Small
49	WC	100358	KOELENHOF	Halt
50	WC	100293	KRAAIFONTEIN	Core
51	WC	100765	KUILSRIVIER	Core
52	WC	102911	KUYASA	Intermediate
53	WC	101494	LAKESIDE	Small
54	WC	101079	LANGA	Core
55	WC	101001	LANSDOWNE	Intermediate
56	WC	101141	LAVISTOWN	Intermediate
57	WC	102695	LENTEGEUR	Core
58	WC	100811	LYNEDOCH	Halt
59	WC	100099	MAITLAND	Core
60	WC	101656	MALMESBURY	Halt
61	WC	101656	MANDALAY	Intermediate
62	WC	120081	MBEKWENI	Core
63	WC	102563	MELTONROSE	Core
64	WC	102709	MITCHELL'S PLAIN	Core
65	WC	100501	MONTE VISTA	Small
66	WC	101249	MOWBRAY	Small
67	WC	101516	MUIZENBERG	Small
68	WC	100315	MULDERSVLEI	Halt
69	WC	100129	MUTUAL A	Intermediate
70	WC		MUTUAL B	Intermediate
71	WC	100927	NDABENI	Small
72	WC	101109	NETREG	Intermediate
73	WC	101281	NEWLANDS	Small
74	WC	124001	NOLUNGILE	Core
75	WC	124028	NONKQUBELA	Supercore
76	WC	101125	NYANGA	Core
77	WC	101214	OBSERVATORY	Small

No	REGION	Station number	STATION NAME	Category
78	WC	100641	OOSTERZEE	Small
79	WC	101036	OTTERY	Small
80	WC	120065	PAARDENEILAND	Closed
81	WC	100331	PAARL	Small
82	WC	100196	PAROW 1	Core
83	WC		PAROW 2	Core
84	WC	101192	PENTECH	Small
85	WC	102679	PHILIPPI	Supercore
86	WC	100935	PINELANDS	Small
87	WC	101397	PLUMSTEAD	Intermediate
88	WC	101451	RETREAT 1	Core
89	WC		RETREAT 2	Core
90	WC	101265	RONDEBOSCH	Small
91	WC	101257	ROSEBANK	Small
92	WC	100064	SALT RIVER 1	Core
93	WC		SALT RIVER 2	Core
94	WC	101206	SAREPTA	Small
95	WC	101591	SIMONS TOWN	Small
96	WC	101931	SOMERSET WEST	Small
97	WC	101052	SOUTHFIELD	Intermediate
98	WC	101532	ST JAMES	Small
99	WC	101478	STEENBERG	Intermediate
100	WC	100854	STELLENBOSCH	Intermediate
101	WC	101419	STEURHOF	Small
102	WC	100242	STIKLAND	Small
103	WC	120782	STOCK ROAD	Core
104	WC	102091	STRAND	Intermediate
105	WC	121312	SUNNY COVE	Closed
106	WC	100137	THORNTON	Small
107	WC	100226	TYGERBERG 1	Intermediate
108	WC		TYGERBERG 2	Intermediate
109	WC	101176	UNIBELL	Small
110	WC	101958	VAN DER STEL	Intermediate
111	WC	100161	VASCO	Intermediate
112	WC	100382	WELLINGTON	Intermediate
113	WC	101028	WETTON	Small
114	WC	100362	WITTEBOME	Small
115	WC	100013	WOODSTOCK	Intermediate
116	WC	101354	WYNBERG 1	Core
117	WC		WYNBERG 2	Core
118	WC	120073	YSTERPLAAT	Intermediate

Contract Duration

The contract shall be for a period of **Twelve (12) months** from date of signing of the contract by both parties.

PRIORITIES AND RESPONSE TIME

All work issued will be prioritised by Metrorail as follows and will require the response time as stated:

Priority	Definition	Response time	Work complete
Urgent	Work that could result in loss of revenue for Metrorail	Within 5 hours	Within 12 hours
After hours	Work that could result in loss of revenue for Metrorail	Within 12 hours	Within 24 hours
Normal	Work that will not have a financial impact if not attended to immediately.	Within 12 hours	Within 24 hours

Hours of work

For the purpose of this contract, the following definitions shall apply:

"Normal working hours" shall mean the period from 07:00 to 17:00 on normal weekdays.

"After hours" shall mean the period from 0:00 to 07:00 and 17:00 to 0:00n on normal weekdays and the entire Saturday.

"Paid public holidays" shall mean all official holidays recognised by the Republic of South Africa as well as any additional holidays declared by the President of the Republic.

For the purposes of compiling hourly rates, a Sunday will be included under the rate for paid public holidays.

Penalties for late completion

Should the contractor fail to complete and respond to works as per table in clause 2, he/she shall pay to Metrorail as penalties the amount of **R300.00 (three hundred rand only)** for each day the works remain incomplete.

Application for relief from the obligation to pay a penalty will be considered by Metrorail but shall be granted only if the Contractor can proof to the reasonable satisfaction of Metrorail that the penalty is out of proportion to the prejudice suffered by Metrorail by reason of the act or omission in respect of which the penalty was stipulated.

SCHEDULE OF RATES

ITEM	DESCRIPTION	Mark Up percentage	Estimated Units to be replaced	UNIT	RATE (RAND)
1	The contractor is to quote/tender the total cost to perform the work of replacing station safes locks and keys upon request from the Operations Administrations Office. The contractor will indicate what percentage mark-up that will be added to material/parts used. Relevant documents to be used when invoices are submitted. Invoices from place of purchase of all material used, per individual work request, must be submitted for scrutiny along with invoices for payment. Invoices for payment should clearly indicate the % mark-up added by the contractor.	%	03 (Three) Unit Replacement Per Contract Period	PER UNIT	R_____ per unit
ITEM	**DESCRIPTION**	**Mark Up Percentage**	**Estimated call-outs**	**PER HOUR**	**RATE (RAND)**
2	The contractor is to quote/tender the total cost per hour to perform the work during **normal** working hours as described in clause "hours of work" for the repair and maintenance of safes, inclusive of key cutting. The cost shall be averaged between the furthest and the closest station/ticket office covered in terms of this contract. This cost to include travelling costs, but to exclude material expenses. Invoices from place of purchase of all material used, per individual work request, must be submitted for scrutiny along with invoices for payment. Invoices for payment should clearly indicate the % mark-up added by the contractor.	N/A	12 (ten) Per Contract Period	PER UNIT	R_____ per unit

IMPORTANT:

1. In the event of any discrepancy, the amount in words will take precedence over the amount in figures.
2. The above shall be held to include all labor, compliance with the work documents, startup costs, duties, statutory costs, fringe benefits, admin fees and all other costs relating to obligations arising out of this contract.