



prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: [TRAINING-NGR/01/25]

**REQUEST FOR QUOTATION (RFQ) FOR THE AS AND WHEN TRAINING SERVICES PROVIDER
FOR THE NORTH GAUTENG REGION FOR A PERIOD OF TWELVE MONTHS.**

SECTION 1: SBD1**PART A INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PASSENGER RAIL AGENCY (PRASA)**

BID NUMBER:	TRAINING-NGR/01/25	CLOSING DATE:	11 February 2025	CLOSING TIME:	12:00PM
DESCRIPTION	AS AND WHEN TRAINING SERVICES PROVIDER FOR THE NORTH GAUTENG REGION FOR A PERIOD OF TWELVE MONTHS.				

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):

546 PAUL KRUGER c/o SCHEIDING STREET

PRASA CRES BUILDING

PRETORIA STATION PRECINCT

PRETORIA

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Thobeka Shabangu
TELEPHONE NUMBER	012 748 7571
E-MAIL ADDRESS	CresNGR.Quotation@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.....

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]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER**
- 1.3. **PRESCRIBED IN THE BID DOCUMENT.**
- 1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

NB:

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

SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

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

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

2 COMMUNICATION

Bidder/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 (Complaints@prasa.com) for lodging of complaints 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; and

3.1.6 The detailed complaint.

4 LEGAL COMPLIANCE

The successful Bidder 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 Bidder 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 RFQ 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)/works and request Bidders to re-bid on any changes;
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein; and
- 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 bidder, 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 bidder.

Should the preferred bidder 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 bidder provided that he/she/it is still prepared to provide the required goods at the quoted price.

9 LEGAL REVIEW

Proposed contractual terms and conditions submitted by a bidder 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

Bidders 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

bidder 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 Bidders. PRASA agrees that it shall only process the information disclosed by Bidders 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 Bidders or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Bidders. Similarly, PRASA requires Bidders 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 in choosing a Supplier/Service Provider:

EVALUATION CRITERIA	WEIGHTING
Stage 1 – Compliance	
Stage 1A	Mandatory Requirements
Stage 1B	Other Mandatory Requirements
Stage 2	
Technical/Functional Requirements	Threshold of 60%
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 Working Days** from the closing date.

14.2 Bidders 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 bidder(s)' bid will be deemed to remain valid until finalization of the of award.).

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

Bidders are to note that, bid awards, amendments and cancellations will be published on the e-tender portal and or media used to advertise the bid. For the award of business, PRASA is required to publish the prices and preferences claimed of the successful and unsuccessful Bidders *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 Bidders 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 Bidder's disqualification. Bidders are therefore urged to ensure that all documents are returned with their Quotations.

SECTION 3

1 EVALUATION CRITERIA:

Stage 1A – Mandatory Requirements

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

Only bidders who comply with stage 1A will be evaluated further. **[Note: only include technical legislative requirements)**

No.	Description of requirement	
a)	Price Schedule and Pricing form (Section 5) To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule/BOQ and not utilize a different format. Deviation from this pricing schedule will result in a bid being declared non-responsive.	
b)	Joint Venture, Consortium Agreement or Partnering Agreement / Subcontract Agreement signed by all parties (If applicable). The agreement should indicate the leading bidder where applicable.	

c)	Accreditation certificate or Proof of accreditation with the relevant authorities as a provider for the qualification/s or trade/s or unit standard/s	
d)	Statement of qualifications or unit standards	

Stage 1B –Other Mandatory Requirements

If you do not submit the following mandatory documents/requirements, PRASA may request the bidder to submit the information within three (3) working days. Should this information not be provided, your bid proposal will be disqualified.

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

No.	Description of requirement	
a)	Supply of valid SARS Pin	
b)	Completion of ALL RFP documentation (includes ALL declarations)	
c)	CSD supplier registration number	

2.1 Stage 2

Technical / Functionality Requirements

Scoring of Functionality:

The minimum threshold for the Technical/functionality criteria is **60%** and bidders who score below this minimum will not be considered for further evaluation in terms of price and Specific Goals.

ITEM	CRITERIA	WEIGHT
1.	COMPANY'S TRACK RECORD	30
2.	COMPETENCY AND EXPERIENCE OF TRAINING FACILITATORS	30
3.	FINANCIAL CAPABILITY	20
4.	RELEVANT MUNICIPAL FOOTPRINT	20
	TOTAL	100

CRITERIA	SUB-CRITERIA	SCORES	WEIGHT
1. COMPANY'S TRACK RECORD	1.1. Bidders should indicate previous experience in delivering training for the specified program/s in accordance with the scope for the past seven (5) years (i.e. 2020 to 2024). Evidence required: The bidders are to submit the following documents: Provide Appointment Letter/Contract/Purchase	Bidder(s) will score: 5 Points = Five (5) sets of signed Appointment Letters or Contracts or Purchase Orders accompanied by Five (5) signed Reference Letters or Five (5) signed Testimonials or Five (5) signed Completion Certificates for either one of the required training programs.	30

	Order for each training program. AND Provide a Reference Letter or Testimonial or Completion certificate relating to the above appointment Letter/Contract/Purchase Order provided. The Reference Letter to indicate the following: company name, contact person and contact information (including contact number) as well as the confirmation that the training was conducted. NB – One of the provided documents must indicate the value of the contract, Appointment date and the duration of appointment. points will be awarded only if all the required documents are submitted.	4 Points = Four (4) sets of signed Appointment letters or Contracts or Purchase Orders accompanied by Four (4) signed Reference Letters or Four (4) signed Testimonials or Four (4) signed Completion Certificates for either one of the required training programs. 3 Points = Three (3) sets of signed Appointment letters or Contracts or Purchase Orders accompanied by a Three (3) signed Reference Letters or Three (3) signed Testimonials or Three (3) signed Completion Certificates for either one of the required training programs. 2 Points = Two (2) sets of signed Appointment letters or Contracts or Purchase Orders accompanied by a Two (2) signed Reference Letters or Two (2) signed Testimonials or Two (2) signed Completion Certificates for either one of the required training programs. 1 Point = One (1) set of signed Appointment letter or Contract or Purchase Order accompanied by a signed Reference Letter or signed Testimonial or signed Completion Certificate for either one of the required training programs.	
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		0 Points = No submission or generic submission not applicable to any of the required training programs.	
2. COMPETENCY AND EXPERIENCE OF TRAINING FACILITATORS Bidders must provide comprehensive facilitators' CVs that clearly indicate work experience, qualifications, and contactable references.	2.1. Minimum qualifications required: ○ National Diploma (NQF level 6) or a higher qualification in the specified program or equivalent (as per the scope) ○ Facilitator certificate or Certified Trainer certificate (Certified copies not older than six months) 2.2. Each facilitator/s experience must be clearly indicated in the CV, and it must be relevant to the specific training program outlined in the scope, if not, the bidder will lose points for that specific program. The experience will be averaged if multiple facilitators' CVs are submitted. N.B – Submission with no Facilitators' relevant experience on the specified program (as per the scope) indicated in the CV will result in an incomplete submission, bidder will be awarded zero (0) points.	5 Points = Facilitator/s years of experience is five (5) years. CV (with contactable references) and Qualifications are attached. 4 Points = Facilitator/s average years of experience is four (4) years. CV (with contactable references) and Qualifications are attached. 3 Points = Facilitator/s average years of experience is three (3) years. CV (with contactable references) and Qualifications are attached. 2 Points = Facilitator/s average years of experience is two (2) years. CV (with contactable references) and Qualifications are attached. 1 point = Facilitator/s average years of experience is one (1) year, CV (with contactable references) and Qualifications attached. 0 Points = Incomplete submission or irrelevant qualifications to the specified program or no relevant experience by the facilitator/s or Facilitator/s experience is irrelevant to the required training program or no CV or Qualifications attached.	30

3. FINANCIAL CAPABILITY The operating cash flow ratio measures a company's short-term liquidity. Use the formula below: Operating cash flow ratio = Net Cash flow from Operations/Current liabilities. Bidders should submit a complete set of one year latest financial statements for the company. JVs must submit financial statements for all members of the JV.	One year latest financial statements. Financials prepared and signed by an Independent Registered Accounting Professional and signed by the Company Director. Incomplete Financial Statements will not be considered. JVs must submit financial statements for all members of the JV.	5 Points = Operating Cash Flow Ratio $X > 1.5$ 4 Points = Operating Cash Flows Ratio $1.0 > X \leq 1.5$ 3 Points = Operating Cash Flow Ratio $0.5 > X \leq 1.0$ 2 Points = Operating Cash Flow Ratio $0 > X \leq 0.5$ 1 Point = Operating Cash Flow Ratio $X \leq 0$ 0 Point = No Submission/ Statement is not signed by Registered Professional Accountant and Director/ Incomplete Financial Statements	20
4. Relevant Municipality footprint	Demonstration of the training facility existence within Gauteng province. The service provider should submit Copies of utility bill / lease agreement (Not older than 3 months) to determine the footprint.	5 Point = Footprint in City of Tshwane Municipality. 4 Points = Footprint in either City of Johannesburg or City of Ekurhuleni Municipality. 3 Points = Footprint in West rand District Municipality. 2 Points = Footprint in Sedibeng District Municipality. 1 Points = Footprint outside Gauteng Province. 0 Points = No submission or irrelevant submission.	20

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:

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system)	Ownership Level	Scoring	Number of points claimed (80/20 system) (To be completed by the tenderer)	Evidence required for specific goals
Black Youth owned	10	100% black youth owned	10		Certified Valid BBB-EE Certificate / Original Sworn-Affidavit for EME & QSE/ Certified copies of ID Documents of the Owners For JVs/Trust Deed/Consortiums: Certified Valid Consolidated BBB-EE Certificate for JVs/Consortiums.
		75% – 99% black youth owned	8		
		60% – 74% black youth owned	6		
		51 – 59% black youth owned	3		
		0 – 50% black youth owned or irrelevant submission/No submission	0		
Black Owned	10	100% black owned	10		Certified Valid BBB-EE Certificate / Original Sworn-Affidavit for EME & QSE/ Certified copies of ID Documents of the Owners For JVs/Trust Deed/Consortiums: Certified Valid Consolidated BBB-EE Certificate for JVs/Consortiums.
		75% – 99% black owned	8		
		60% – 74% black owned	6		
		51 – 59% black owned	3		
		0 – 50% black owned or irrelevant submission/No submission	0		
TOTAL	20				

SPLITTING OF AWARDS

- 1.1** PRASA reserves the right to split the award of this bid to more than one service provider, provided that the nature of the services or goods or works to be provided are capable of being split to more than one service provider.

APPOINTMENTS OTHER THAN THE SUCCESSFUL BIDDER

- 1.2** PRASA may appoint a bidder other than the successful bidder under the following instances:
- (i) When a successful bidder, after having been informed of the acceptance of its Bid, fails to sign a contract within a prescribe period of time e.g. 14 (fourteen) days after being called upon to do so;

- (ii) ~~When a successful bidder has failed to provide the necessary security, bonds or guarantees within the time required to do so by PRASA;~~
- (iii) When a successful bidder fails to meet a condition precedent for the award of business (e.g. to obtain the necessary funding); and
- (iv) When final contract negotiations with a preferred bidder fails and a contract is not agreed upon.

1.3 PRASA will only award a bid to a bidder other than the highest scoring bidder provided that such bid is still within the bid validity period.

1.4 Only if the second ranked bidder is also unable/unwilling, PRASA may proceed to the third ranked bidder.

SECTION 5

PRICING AND DELIVERY SCHEDULE

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

- 1 Prices must be quoted in South African Rand, inclusive of all applicable taxes.
- 2 Price offer is firm and clearly indicate the basis thereof.
- 3 Pricing Bill of Quantity is completed in line with schedule if applicable (delete if not 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 Bidders are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Bidder. PRASA may:
- 9 Negotiate a market-related price with the Bidder scoring the highest points;
- 10 If that Bidder does not agree to a market-related price, negotiate a market-related price with the Bidder scoring the second highest points;
- 11 If the Bidder scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Bidder scoring the third highest points;
- 12 If a market-related price is not agreed with the Bidder 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 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 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 Bidder awarded the contract may only enter into a subcontracting arrangement with PRASA's prior approval. The contract will be concluded between the successful Bidder and PRASA, therefore, the successful Bidder and not the sub-contractor will be held liable for performance in terms of its contractual obligations.

Governing law

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

SECTION 6

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,
employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state

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.

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 institution	State

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 Bidder's declaration regarding PEPs/PIPs

PRASA requires bidders to disclose if they have Politically Exposed Persons ("PEP")² or Prominent Influential Persons ("PIP")³ and related individuals in their organisation and/or beneficial owners / shareholders who are PEP/PIP.

PRASA reserves the right not to enter into a business relationship with such person, official or entity, provided there are objective factors that justify the conclusion of such business relationship, and the decision is based on achieving the best interest of PRASA.⁴

² Both foreign and domestic politically exposed person as specified in Schedule 3A and 3B of the Financial Intelligence Centre Act No. 38 of 2001 as amended. (refer to Annexure 2 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties).

³ As reflected in Schedule 3C of the Financial Intelligence Centre Act No.38 of 2001 (refer to Annexure 2.1.2 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties).

⁴ Clause 4.5 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties.

3.1 Is the bidder a PEP/PIP? **YES/NO**

3.2 Does the bidder have an existing relationship with a PEP/PIP? **YES/NO**

3.3 Where a relationship with a PEP/PIP exists, the bidder is required to furnish particulars of the nature of the exposure, term of the office and description of activities relating to exposure, in table below.

Name of PEP/PIP & Nature of the Exposure/Influence	Term of the office	Description of activities relating to Exposure/Influence

3.4 Declaration:

I/We the undersigned _____ (Name) hereby certify that the PEP/PIP information furnished in this bid document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this bid, PRASA may disqualify our bid or terminate a contract we may have with PRASA where we are successful in this tender.

Signature

Date

Position

Name of bidder

4 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 consortium⁵ 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, 3 and 4 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

SBD 6.1

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.

⁵ 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.

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The applicable preference point system for this tender is the **80/20** preference point system.
- c) Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

~~process or any other method envisaged in legislation;~~

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.2. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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 and general specifications

1.1. The scope of work entails conducting training for PRASA CRES (North Gauteng Region) employees at PRASA premises and / or Service Provider's Training Centre within Gauteng for a period of 12 months.

1.2. The following conditions apply:

- a) The Training Centre must be located within Gauteng so that it is easily accessible to the employees.
- b) The Training Content should be SAQA aligned.
- c) The service provider must have at least 5 years experience in providing Training and Development Services.
- d) Certificates of Competence should be issued to Successful Candidates. (The Results of assessments must be shared with PRASA.)

1.3. Mandatory requirements / standards:

Accreditation certificate or Proof of accreditation with the relevant authorities as a provider for the qualification/s or trade/s or unit standard/s.

- Statement of qualifications or unit standards.

NB: Joint venture agreements amongst service providers is allowed, bidders are allowed to only respond for a specific training however the above conditions must be met by all.

1.4. Bill of Quantities

No.	Description of Services and objectives for each service/course	Rate per unit (excl. VAT)	Rate per unit (Incl. VAT)
1	Managing Quality for Construction and Engineering Professionals Training: This Intervention addresses how to plan for quality on projects, how to ensure that PMs will be able to achieve the appropriate quality, and how to verify whether PMs have delivered the quality as required. The training also addresses the role of quality improvement on projects. Credited learners must be capable of: • Knowing the fundamentals of managing quality on projects. • Ensuring that management system employs all the processes needed to meet the quality requirements. • Ensuring that the conditions of the contract, including those contained in legislation and technical specifications are carried out to implement quality to project and its deliverables. • Understanding how quality integrates with project risk, safety, and environmental management processes.		
2	Risk Management for Construction and Engineering Projects Training: On completion of the training, PMs should be equipped: • To appreciate the need for the management of risk in the construction environment. • To provide a framework & process for the management of the risks. • To identify and prioritise potential risk events. • To use established risk management tools and techniques to assist in the analysis, management, monitoring and reporting of identified risks. • To develop and implement risk management response strategies. • To understand the overall management of risk process.		
3	Construction Economics and Finance Training: The training provides a framework for understanding and interpreting the economic and financial issues in relation to the construction industry, construction firms, and		

	construction projects. It covers the economic theories of development and construction of built facilities and infrastructure and the roles of these processes in the general economy. PMs will benefit by gaining a better understanding of the conceptual frameworks of economic analysis that underly a variety of approaches to practical problems encountered in the construction process. On completion of the training: • The Project Managers will better understand construction as an economic process and as an industrial sector. They will possess a stronger appreciation of the key economic ideas underlying the application of economic tools to the analysis of the construction process. • The training includes themes such as: applications of financial theory in construction, accounting and taxation issues in construction, the role of construction in economic development, risk management, value management, cost management, capital decision making techniques, life cycle cost analysis, tendering procedures and process formation in construction contracts.		
4	Advanced Negotiation Skills: • Be fully equipped in negotiating lease agreements.		
5	Contract and property law: • To build on employees' knowledge to further enhance their understanding and knowledge of the legal and legislative framework and environment that affects and impacts upon the property environment. To also learn about the special contracts of sale and lease as well as the impact of various pieces of legislation on the property industry.		
6	Refresher: Category A – Brown (License to work on 11KV Substations) • This training is intended for incumbents currently in possession of Category A-Brown certificate. According to the Electrical Safety Instructions incumbents are to undergo refresher training every two years to ensure they upkeep safety protocols when working on Medium/High Voltage equipment in substations.		
7	Category A – Brown (License to work on 11KV Substations) This training is essential for electricians to complete a competency assessment to be awarded with a Category A – Brown certificate, which grants them the authority to operate high/medium voltage substation equipment.		

	Upon receipt of the A-brown certificate, the electrician will be authorised to: • Perform switching on medium/high voltage substation equipment • Take out permits of isolating substation equipment to undergo maintenance work • Perform maintenance activities on substation equipment • Supervise category C-Green certified incumbents performing duties in the substation.		
8	Category C – Green certificate This training is intended to provide technical personnel with the authority to operate near and on high/medium voltage substation equipment under supervision, while this training, in conjunction with the competency assessment, is essential. The technical personnel will be authorised to access the substation upon receiving the C-Green certificate, which will enable them to: • Perform maintenance activities near and on substation equipment under supervision.		
9	Wireman's License This training is intended for electricians, who are also required to complete an assessment to obtain accreditation that will allow them to certify various electrical installations. After accreditation the incumbent will be authorised to: • Test and issue electrical Certificate of Compliance for 1-phase installation • Test and issue electrical Certificate of Compliance for 3-phase domestic/industrial installations		
10	Basic Computer Training • Knowledge and understanding of computer peripherals and their use • Basic use of MS Word to compile reports • Basic use of MS Excel to express data information • Basic use of MS Outlook for email communication • Save and store files on the computer storage		
11	Basic CAD Training (AutoCAD) The training is intended for technical personnel to acquire skills to utilise basic computer-aided drafting software to transform technical and engineering designs into drawings. The desired outcome after completion are: • Produce their technical/engineering designs in drawing format. • Open, edit, save drawing files • Convert drawing files to another format e.g. pdf		
12	MS Projects • Ms Projects is the industry standard tool for project management: • Project monitoring and integrated project timelines.		

	• Control over the projects so one can make strategic decisions. • Planning. • Budget and cashflows. • Task prioritization. • Report generation. • Resource tracking and management. • Master Project Plan for managing multiple projects. • Risk assessment and mitigation.		
13	Supervisory Management: • Clarifying your work role and team contribution • Understanding the value chain • Implementing your organisation's strategy in your own department and ensuring all stakeholders are aware of performance parameters • Verbal communication and meeting skills • Handling conflict • Inducting new team members • Managing records and systems • Manage your time and work priorities • Set and meet team performance goals • Problem-solving and solutions thinking • Plan, organise and allocate work • Interpersonal team processes to achieve required outputs.		
14	Solar Geyser installation: • Reading and interpreting construction drawings and specification. • Promote development knowledge skill and values that are required to for service excellence within the plumbing field. • Provide opportunity to explore different activities within the plumbing sector.		
15	Solar Plant Installation and Maintenance Training • The training is intended to equip technical personnel with skills necessary to design, construct, commission and maintain solar plant installations. After completing the training incumbents will have the necessary skill to • Know different components of solar plant installation and their purpose • Design medium solar plant and proper selection of components • Install different solar components • Test and commission the plant • Understand how to monitor performance of the plant • Do maintenance on the solar installation • Conduct fault finding techniques and undertake repairs on the solar installation.		
16	First Aid Level 1, 2 & 3		

	Understand and perform basic life support functions.		
17	Fire fighting Understanding the sources of fire, classification of fire, different firefighting equipment.		
18	Root Cause Analysis (RCAT) Focus on practical techniques for gathering evidence and analysing incidents for their immediate and root (underlying) causes.		
19	Hazard Identification & Risk Assessment (HIRA) Understand the methodology of Risk Assessment. Conduct Hazard identification, risk assessments, risk rating, develop mitigation and controls.		
20	COID Act Knowledge and understanding of the legal requirements in term of injuries and diseases.		
21	Legal Liability Knowledge and understanding of legal liability and related legislative requirements.		
22	Working at Heights To provide employees with the required skills to reduce accidents when working at heights and be able to perform rescues.		
23	SHE Rep - Give insight and understanding on the legal responsibilities, roles and functions of SHE Reps - How to conduct health and safety audits, inspections, investigations, and representations as a Health and Safety Representative.		
24	Train the Trainer Learn how to design and deliver training sessions with coaching techniques and communication skills.		
25	Hazardous Chemical substances Focus on the introduction of and the classification and identification of Hazardous Chemical Substances, Dangerous Goods and other environmental harmful substances. Handling, storage, disposal, transportation.		
26	Construction Regulations of 2014 as amended. Employees to gain an understanding of the Construction Regulations wherein, they will be able to apply legal referencing, understand the importance of compliance.		
27	Emergency Preparedness and Response Focus on legal and other applicable requirements for emergency preparedness & evacuations, set up emergency plans & fire drills.		
28	Erect and dismantle Scaffolding Erecting and dismantling of scaffolding in compliance to SANS 10085		
29	Scaffolding Inspector Inspections of scaffolding for safe use according to SANS 10085		

30	ISO 9001: 2015 Introduction, Implementation, auditor: • Understand standard, requirements and processes. • Develop and implement a quality management system. • Perform internal audits.		
31	ISO 14001: 2015 Introduction, Implementation, auditor: • Understand standard, requirements and processes • Apply safety, health and environmental requirements in the workplace • Perform internal audits.		
32	ISO 45001: 2018 Introduction, Implementation, auditor: • Understand standard, requirements and processes • Implementation of standard for management systems of occupational health and safety • Perform internal audits.		