



prasa

PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: WCR 31/2021

REQUEST FOR QUOTATION (RFQ) FOR THE REFURBISHMENT AND REINSTATEMENT OF CONCRETE BEAMS ABOVE THE TRACKS AT PLATFORM 9 & 10, 15 & 16 AND 17 & 18 AT CAPE TOWN STATION



SECTION 1: SBD1

PART A INVITATION TO BID

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

BID NUMBER:	WCR 31/2021	CLOSING DATE:	24 September 2021	CLOSING TIME:	12:00
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DESCRIPTION	REFURBISHMENT AND REINSTATEMENT OF CONCRETE BEAMS ABOVE THE TRACKS AT PLATFORM 9 & 10, 15 & 16 AND 17 & 18 AT CAPE TOWN STATION
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BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

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

PRASA CRES

1ST Floor CMOCC, Tower Block

Cape Town Station

8001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Qaqamba Kona
TELEPHONE NUMBER	021 449 6430
E-MAIL ADDRESS	gkona@prasa.com

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA.....
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

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

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

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

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

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

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

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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

4. LEGAL COMPLIANCE

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

5. CHANGES TO QUOTATIONS

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

6. PRICING

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

7. BINDING OFFER

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

8 DISCLAIMERS

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

- Modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- Disqualify Quotations submitted after the stated submission deadline;
- Not necessarily accept the lowest priced Quotation or an alternative bid;
- Bids lodged at the incorrect venue that reach the correct venue late will be regarded as late.
- Reject all Quotations, if it so decides;
- Place an order in connection with this Quotation at any time after the RFQ's closing date;
- Make no award at all.
- Award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at PRASA's discretion be more advantageous in terms of, amongst others, cost or developmental consideration; or

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, PRASA reserves the right to cancel the contract. PRASA reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another Respondent.

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

9 LEGAL REVIEW

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

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

11 PROTECTION OF PERSONAL DATA

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

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

12 EVALUATION METHODOLOGY

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

13 ADMINISTRATIVE RESPONSIVENESS

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

14 VALIDITY PERIOD

- 14.1 PRASA requires a validity period of **60 Business Days** from the closing date.
- 14.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the adjudication body has approved the process and award of the business to the

successful respondent(s), the validity of the successful respondent(s)' response will be deemed to remain valid until a final contract has been concluded.

15 DISCLOSURE OF PRICES QUOTED

Respondents are to note that, on award of business, PRASA is required to publish the prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), on CIDB website for construction related RFQ's.

16 RETURNABLE DOCUMENTS

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

17 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.

18 Non-compulsory briefing session

A non - compulsory pre-proposal RFQ briefing session will be conducted at **Cape Town Station (Shosholoza Meyl entrance)** on the **17 September 2021**, at **11:00** for a period of an hour. The briefing session will start punctually at 12h00, and information will not be repeated for the benefit of Respondents joining late.

SECTION 3

1 EVALUATION CRITERIA:

Stage1 to Stage 3: Adherence to Prequalification requirements and Compliance checklist

NB: Compliance Checklist Requirements for all Services/Goods and works

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

No.	Description of requirement	
a)	Price Schedule and Pricing form	
b)	Completion of ALL RFQ declarations	
c)	Proof of a CIDB grading of 2CE or higher	

The following documents are non-mandatory returnable documents used for scoring and where not submitted, Prasa may not request the documents.

No.	Description of requirement	
a)	Proof of minimum B-BBEE threshold of level 4 or better Valid B-BBEE certificate from SANAS accredited rating agency (Original or Certified copy) / DTI B-BBEE Certificate (Original or Certified copy) or Sworn Affidavit signed and stamped by the commissioner of Oath.	

Failure to provide all Non Mandatory Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion:

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 Tax Clearance Certificate (must be valid on closing date of submission of the proposal) or SARS Issued Pin	
d)	CSD report / CSD reference number	
e)	Proof of Bank Account (i.e. cancelled cheque or letter issued by the bank	
f)	Valid and Original, or certified copy of Letter of Good Standing (COID)	

Stage 2: Technical / Functionality Requirements

NOTE: The Technical or Functionality criteria must be guided by the project scope of works and area of focus.

Scoring of Functionality:

Responsive Bids will firstly be evaluated on functionality.

The minimum score for functionality is **65%** any bidder not meeting the threshold of 65% will be disqualified from further evaluation.

CRITERIA	Description	SCORES	WEIGHT%
Company's experience	<p>Bidders should indicate the experience of previous/ current work done within the Civil Engineering Works in the last 5 years.</p> <p>Evidence required:</p> <p>The bidder to submit the following per contract:</p> <p>I. A Letter of Appointment indicating the contract value, duration and name of contract.</p> <p>II. and a Reference Letter containing contact details of the client and indicating performance on the contract appointed for.</p> <p>Points will be awarded if both documents are submitted.</p>	<p>1 Point: No submission or irrelevant submission or value not adding up to R250 000</p> <p>2 Points: Appointment letters with a value adding up between R250 001 to R500 000 and reference letters and Practical completion Certificate</p> <p>3 Points: Appointment letters with a value adding up between R500 001 to 750 000 and reference letters and practical completion certificate</p> <p>4 Points: Appointment letters with a value adding up between R750 001 to R1 000 000 and reference letters and reference letters and practical completion certificate</p> <p>5 Points: Appointment letters with a value above R1 000 000 and reference letters and practical completion certificate</p>	30%
Health and Safety Plan	<p>Submit comprehensive Health and safety plan that include and addresses following requirements.</p> <ul style="list-style-type: none"> • Approved OHS Policy including PPE. • Baseline Risk Assessment specific to civil works. • COVID 19 Compliance Plan. 	<p>1 Point: No submission or Irrelevant submission.</p> <p>2 Points: Health and Safety Plan submitted with one of the requirements</p> <p>3 Points: Health and Safety Plan submitted with two of the requirements.</p> <p>4 Points: Health and Safety Plan submitted with three of the requirements.</p>	20%

	<ul style="list-style-type: none"> Legal OHS appointment of safety representatives. 	5 Points: Health and Safety Plan submitted with four of the requirements	
<p>Experience of key personnel</p> <p>Experience of key personnel to be directly responsible for implementation of this project.</p> <p>(Please provide CVs with certified qualifications valid for a period of 6 months).</p>	<p>General Foreman with minimum N2 and experience in the Built Environment.</p> <p><i>(If a candidate does not possess a minimum N2 then it will be considered irrelevant submission)</i></p>	<p>1 point - Below One (1) years' experience or No submission (0) or irrelevant submission.</p> <p>2 points – Between One (1) and Two (2) years' experience on similar projects</p> <p>3 points – Between Two (2) to Three (3) years' experience on similar projects</p> <p>4 points - Between Three (3) to Four (4) years' experience on similar projects</p> <p>5 points - Above Four (4) years and above experience on similar projects</p>	15%
	<p>Health and Safety Officer</p> <p><i>(Qualifications are National Diploma or B-Tech or Degree)</i></p>	<p>1 point - Below One (1) years' experience or No submission (0) or irrelevant submission.</p> <p>2 points – Between One (1) and Two (2) years' experience on similar projects</p> <p>3 points – Between Two (2) to Three (3) years' experience on similar projects</p>	15%

		<p>4 points - Between Three (3) to Four (4) years' experience on similar projects</p> <p>5 points - Above Four (4) years and above experience on similar projects</p>	
<p>Financial Capability: Operating Cash-flow (Cash flow and Financial statements to be submitted)</p>	<p>Provide two (2) recent years' financial statements prepared by a registered professional which reflect the company financial capability to manage the project of this magnitude.</p> <p>Required components of financial statements: Statement of financial position (Balance Sheet), Statement of Cash Flow, Income Statement Profit and Loss)</p>	<p>Operating Cash flow ratio measures a company's short-term liquidity. Formula: Cash flow from operations / Current Liabilities</p> <p>1 Point: No Submission of proper financial Statement</p> <p>2 Points: Operating Cash Flows Ratio $X < 0$</p> <p>3 Points: Operating Cash Flows Ratio $0 > X < 0.5$</p> <p>4 Points: Operating Cash Flows Ratio $0.5 > X < 1$</p> <p>5 Points: Operating Cash Flows Ratio $X \geq 1$</p>	<p>20%</p>

2.1 Stage3- Price and B-BBEE

Evaluation criteria	Weighting
BBBEE	20
Price	80
TOTAL	100

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

Where:

P_s = Score for the Bid under consideration

P_t = Price of Bid under consideration

P_{min} = Price of lowest acceptable Bid

Evaluation of Preference

Evaluation and final weighted scoring

- 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

- 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.

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 **YES / NO**
shareholders / members or their spouses conduct business
with the state in the previous twelve months?

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. 55of 1998)
- 2.23 “**Price**” includes all applicable taxes less all unconditional discounts.
- 2.24 “**Proof of B-BBEE Status Level of Contributor**” i) the B-BBBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

or iii) any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into

account all factors of non-firm prices and all unconditional discounts.

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

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

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

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

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

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

7	4
8	2
Non-compliant contributor	0

- 4.3 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances PRASA would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.
- 4.4 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.
- 4.5 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

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

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

6. SUB-CONTRACTING

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

(Tick applicable box)

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

6.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	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		

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

7.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

SBD 8

DECLARATION OF COMPANY'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Company Document must form part of all RFQs invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The RFQ of any Company may be disregarded if that Company, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the RFQ.**

Item	Question	Yes	No
4.1	<p>Is the Company or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><i>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</i></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

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

CERTIFICATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Company

SECTION 9**SBD 9****CERTIFICATE OF INDEPENDENT RFQ DETERMINATION**

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

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

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

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 consortium³ will not be construed as collusive Company.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a RFQ;
 - e. the submission of a RFQ which does not meet the specifications and conditions of the RFQ; or

f. Company with the intention not to win the RFQ.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Company

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.

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:

ANNEXURE A

BILL OF QUANTITIES

Item	Description	Unit	Qty	Rate	Total
1	PLATFORM 9 & 10 OVER TRACKS				
1.1	Remove all concrete slabs off site that is stack in front	SUM	1	R	R
1.2	Clean underside of beams above tracks All surfaces must be thoroughly cleaned down by and approved means so as to remove all surface contamination make sure the concrete surfaces are clean sound and of an open pour structure.	M²	259	R	R
1.3	Clean underside of concrete on platform 9 & 10 All surfaces must be thoroughly cleaned down by and approved means so as to remove all surface contamination	M²	350	R	R
	PLATFORM 9 & 10 OVER TRACKS				
	PREPARATION-CONCETE REPAIR				
1.4	Thoroughly inspect and hammer test all concrete surfaces to locate and expose defective concrete which is not readily visible. The total of beams is 29. The tracks must be covert with boards and include for scaffolding. (THE HIGHT IS 5 M)	SUM	1	R	R
1.5	Identify and inspect cracks in order to investigate the cause of cracking. Any cracks containing corroding reinforcing steel must be cut open and treated as a repair item	SUM	1	R	R
1.6	All concrete areas to be broken out are to have rebated perimeter of at least 10mm deep and +_ 50mm either side of defected steel. Break out all defective concrete by approved mechanical means.	SUM	1	R	R
1.7	Thoroughly clean down all exposed steel by abrasive blast cleaning to remove all rust and to expose clean bright steel.	SUM	1	R	R
1.8	Contractor, Project Manager and SIKA representative to do inspection				DO NOT PRICE
	THE CONTRACTOR CAN USE SIKA, ABE OR SIMMILAR AND EQUAL PRODUCTS,				

	ALL PRODUCTS MUST BE SABS APPROVED				
3	REPAIRS TO CONCRETE				
1.9	<p>NOTE: The use of the trades' names simply serves to indicate a standard acceptable standard to the Project Manager. Any other brand may be used with prior written approval of the Project Manager.</p> <p>Immediately after cleaning down the reinforcing steel, apply a coat of Approximately 1mm thick of SIKATOP ARMATEC 110 EPOCEM anti-corrosive coating to the reinforcing steel. Allow to dry for approximately 2-3 hours (at 20% c) before applying a second coat of similar thickness to the reinforcing steel and surrounding concrete. Allow to dry for a similar period before applying patching mortar to the repair</p>	M ²	5	R	R
1.10	<p>NOTE: The use of the trades' names simply serves to indicate a standard acceptable standard to the Project Manager. Any other brand may be used with prior written approval of the Project Manager.</p> <p>Apply onto the bonding slurry SIKA MONOTOP 615HB patching mortar of earth consistency. The SIKA MONOTOP 615HB mortar is to be well compacted in layers not exceeding 70mm and is to be trowelled off to the profile of the surrounding concrete. Thickness of repairs 5mm to 50mm. All SIKA MONOTOP mortar repairs are to be suitably cured and protected by approved means</p>	M ³	0.3	R	R
1.11	Contractor, Project Manager and SIKA / ABE or Engineer representative to do inspection and to do a TAP TEST after 3 days				DO NOT PRICE
	PROTECTIVE COATINGS				
	SIKA FERROGARD 903 MITIGATORY CORROSION INHIBITOR (or Similar Approved SANS product)				
1.12	<p>NOTE: The use of the trades' names simply serves to indicate a standard acceptable standard to the Project Manager. Any other brand may be used with prior written approval of the Project Manager.</p>	M ²	50	R	R

	Apply 0.5kg of SIKA FERR GARD 903 migratory corrosion in between 3-5 coats depending on porosity of the concrete. Wash down with water 2 days after application to help the migration process. High pressure clean surfaces if protective coating is going to be applied				
	SIKAGARD 550 W ELASTIC/Similar Products.				
1.13	NOTE: The use of the trades' names simply serves to indicate a standard acceptable standard to the Project Manager. Any other brand may be used with prior written approval of the Project Manager. Apply a coat of Sikagard 550W Elastic primer (or Similar Approved SABS Product) at a rate of 6m ² per lt.	M ²	500	R	R
1.14	NOTE: The use of the trades' names simply serves to indicate a standard acceptable standard to the Project Manager. Any other brand may be used with prior written approval of the Project Manager. Apply two coats of Sikagard 550W Elastic (or Similar Approved SABS Product) at a rate of 4m ² per lt.	M ²	500	R	R
1.15	Provide and erect ready fencing hording on the platforms with safety signs	M	104	R	R
1.16	Close the area from the platform to the underside of the concrete with plastic	M ²	356	R	R
1.17	Clean, prepare and repaint columns on platforms 9 and 10, one coat undercoat and two coats Prasa blue	EACH	9	R	R
1.18	Remove all rubble between the tracks and cart off site	SUM	1	R	R
1.19	Mechanically sweep clean existing concrete coping blocks on platforms and paint safety lines, using SABS approved yellow road marking paint, include all setting out and apply crushed glass bead application to create a non-slip finish by broadcasting into the wet paint. PLATFORM 9 & 10 (contractor must use a spray machine)	M	110	R	R

1.20	Repaint the wording STAND BEHINDE THE YELLOW LINE with SABS approved yellow road marking paint, include all setting out and apply crushed glass bead application to create a non-slip finish by broadcasting into the wet paint	EACH	2	R	R
		Platform 9 and 10 total take to summary sheet			

2	PLATFORM 15 & 16 OVER TRACKS				
2.1	Clean underside of beams above tracks All surfaces must be thoroughly cleaned down by and approved means so as to remove all surface contamination make sure the concrete surfaces are clean sound and of an open pour structure.	M ²	259	R	R
2.2	Clean underside of concrete on platform 15 & 16 All surfaces must be thoroughly cleaned down by and approved means so as to remove all surface contamination	M ²	350	R	R
	PREPARATION-CONCETE REPAIR				
2.3	Thoroughly inspect and hammer test all concrete surfaces to locate and expose defective concrete which is not readily visible. The total of beams is 23. The tracks must be covert with boards and include for scaffolding. (THE HIGHT IS 5 M)	SUM	1	R	R
2.4	Identify and inspect cracks in order to investigate the cause of cracking. Any cracks containing corroding reinforcing steel must be cut open and treated as a repair item	SUM	1	R	R
2.5	All concrete areas to be broken out are to have rebated perimeter of at least 10mm deep and +_ 50mm either side of defected steel. Break out all defective concrete by approved mechanical means.	SUM	1	R	R
2.6	Thoroughly clean down all exposed steel by abrasive blast cleaning to remove all rust and to expose clean bright steel.	SUM	1	R	R
2.7	Contractor, Project Manager and SIKA representative to do inspection				DO NOT PRICE

	THE CONTRACTOR CAN USE SIKA, ABE OR SIMILAR AND EQUAL PRODUCTS, ALL PRODUCTS MUST BE SABS APPROVED				
	REPAIRS TO CONCRETE				
2.8	<p>NOTE: The use of the trades' names simply serves to indicate a standard acceptable standard to the Project Manager. Any other brand may be used with prior written approval of the Project Manager.</p> <p>Immediately after cleaning down the reinforcing steel, apply a coat of Approximately 1mm thick of SIKATOP ARMATEC 110 EPOCEM anti-corrosive coating to the reinforcing steel. Allow to dry for approximately 2-3 hours (at 20% c) before applying a second coat of similar thickness to the reinforcing steel and surrounding concrete. Allow to dry for a similar period before applying patching mortar to the repair</p>	M ²	20	R	R
2.9	<p>NOTE: The use of the trades' names simply serves to indicate a standard acceptable standard to the Project Manager. Any other brand may be used with prior written approval of the Project Manager.</p> <p>Apply onto the bonding slurry SIKA MONOTOP 615HB patching mortar of earth consistency. The SIKA MONOTOP 615HB mortar is to be well compacted in layers not exceeding 70mm and is to be trowelled off to the profile of the surrounding concrete. Thickness of repairs 5mm to 50mm. All SIKA MONOTOP mortar repairs are to be suitably cured and protected by approved means</p>	M ³	2	R	R
2.10	Contractor, Project Manager and SIKA / ABE or Engineer representative to do inspection and to do a TAP TEST after 3 days				DO NOT PRICE
	PROTECTIVE COATINGS				
	SIKA FERROGARD 903 MITIGATORY CORROSION INHIBITOR (or Similar Approved SANS product)				
2.11	<p>NOTE: The use of the trades' names simply serves to indicate a standard acceptable standard to the Project Manager. Any other</p>			R	R

	brand may be used with prior written approval of the Project Manager. Apply 0.5kg of SIKA FERR GARD 903 migratory corrosion in between 3-5 coats depending on porosity of the concrete. Wash down with water 2 days after application to help the migration process. High pressure clean surfaces if protective coating is going to be applied	M ²	50		
	SIKAGARD 550 W ELASTIC OR SIMILAR PRODUCT				
2.12	Apply a coat of Sikagard 550W Elastic primer (or Similar Approved SABS Product) at a rate of 6m ² per lt.	M ²	500	R	R
2.13	Apply two coats of Sikagard 550W Elastic (or Similar Approved SABS Product) at a rate of 4m ² per lt.	M ²	500	R	R
2.14	Provide and erect ready fencing hording on the platforms with safety signs	M	104	R	R
2.16	Close the area from the platform to the underside of the concrete with plastic	M ²	356	R	R
2.17	Clean, prepare and repaint columns on platforms 15 and 16, one coat undercoat and two coats Prasa blue	EACH	6	R	R
2.18	Mechanically sweep clean existing concrete coping blocks on platforms and paint safety lines, using SABS approved yellow road marking paint, include all setting out and apply crushed glass bead application to create a non-slip finish by broadcasting into the wet paint <u>(contractor must use a spray machine)</u>	M	110	R	R
2.19	Repaint the wording STAND BEHINDE THE YELLOW LINE with SABS approved yellow road marking paint, include all setting out and apply crushed glass bead application to create a non-slip finish by broadcasting into the wet paint	EACH	2	R	R
2.20	Remove all rubble between the tracks and cart off site	EACH	1	R	R
		Platform 15 and 16 total take to summary sheet			R

REFURBISHMENT AND REINSTATEMENT OF CONCRETE BEAMS, REMEDIAL WORK TO BOND-DEK AREAS AND REPAINT ALL AREAS DAMAGED BY FIRE FOR ABOVE THE TRACKS AND AT PLATFORMS 17 & 18 AT CAPE TOWN STATION AS PER THE BILL

PLATFORM 17 & 18 OVER TRACKS					
3.1	The tracks must be covered with boards to prevent contamination of concrete debris into the stone ballast (THE HIGHT IS 5 M)	M ²	280	R	R
3.2	Clean underside of beams above tracks All surfaces must be thoroughly cleaned down by means of high pressure cleaning, sand blast or an approved means so as to remove all surface contamination make sure the concrete surfaces are clean sound and of an open pour structure.	M ²	865	R	R
PREPARATION-CONCETE REPAIR					
3.3	Thoroughly inspect and repeat the 4 lbs hammer tap test to all visually damaged areas as well as to surface areas adjacent to locate and expose defective concrete which is not readily visible. The total of beams is 7 and the two beams on the sides	SUM	1	R	R
3.4	Identify and inspect cracks in order to investigate the cause of cracking. Any cracks containing corroding reinforcing steel must be cut open and treated as a repair item	SUM	1	R	R
3.5	All concrete areas to be broken out are to have rebated perimeter of at least 10mm deep and +_ 50mm either side of defected steel to prevent new material feathering. Break out all defective concrete by approved mechanical means.	SUM	1	R	R
3.6	Thoroughly clean down all exposed steel by abrasive blast cleaning to remove all rust and to expose clean bright steel.	SUM	1	R	R
3.7	Contractor, Project Manager and SIKA representative to do inspection				DO NOT PRICE
REPAIRS TO CONCRETE					
3.8	NOTE: The use of the trades' names simply serves to indicate a standard acceptable				

	<p>standard to the Project Manager. Any other brand may be used with prior written approval of the Project Manager.</p> <p>Apply onto the bonding slurry SIKA MONOTOP 615HB patching mortar of earth consistency. The SIKA MONOTOP 615HB mortar is to be well compacted in layers not exceeding 70mm and is to be trowelled off to the profile of the surrounding concrete. Thickness of repairs 5mm to 50mm. All SIKA MONOTOP mortar repairs are to be suitably cured and protected by approved means</p>	M ³	3	R	R
3.9	<p>NOTE: The use of the trades' names simply serves to indicate a standard acceptable standard to the Project Manager. Any other brand may be used with prior written approval of the Project Manager.</p> <p>Do repairs with SIKA GROUT 212 via an application method for structural repairs to beams. Thickness of repairs 10mm to 100mm.</p>	M ³	2	R	R
3.10	PROVISIONAL SUM				
	The provisional sum can only be used by the discretion and approval of the Project Manager (THE CONTRACTOR IS NOT INTITLE TO THE FUNDS AND CAN NOT CLAME ANY AMOUNT)	SUM	1	R 50,000.00	R 50,000.00
	NOTES				
	THE CONTRACTOR TO VERIFY ALL MEASURMENTS AND INCLUDE FOR SCAFFOLDING ON WHEELS				
		Platform 17 and 18 total take to summary sheet			

SUMMARY SHEET FOR PLATFORM REFURBISHMENT

ITEM	DESCRIPTION	AMOUNT
1	REFURBISHMENT AND REINSTATEMENT OF PLATFORM 9&10	R
2	REFURBISHMENT AND REINSTATEMENT OF PLATFORM 15 &16	R
3	REFURBISHMENT AND REINSTATEMENT OF PLATFORM 17&18	R
4	PROVISIONAL SUM	R 50 000,00
	SUB TOTAL	R
	VAT 15 %	R
	TOTAL AMOUNT	R

SPECIFICATION

PARTICULAR (PROJECT) SPECIFICATION

GENERAL METHOD OF WORKING IN THE PRASA ENVIRONMENT

NB: THE FOLLOWING SPECIFICATIONS ARE TO BE USED WHERE APPLICABLE ACCORDING TO THE SCOPE OF WORK TO BE DONE IN THE SCHEDULES OF PRICES.

1) GENERAL

Areas affected by any work or alterations to be made good and match the existing surroundings

All work to conform to the National Building Regulations SABS 0400

The contractor must provide samples, which will be approved by the Project Manager before installation

Chip of all spalled concrete and high pressure clean the area

REPAIRS

Do all preparations and repairs as per the SIKA specifications.

Do inspections as per the bill

PAINTING

Stains

When staining of any sort is disfiguring walls, ceilings and other areas to be painted and which might "bleed" through the new paint finish, the onus is on the contractor to remove or obliterate the stains by the best method.

Surface Preparation

All surfaces to be painted, stained or varnished are to be perfectly dry and clean free from rust, dust, grime, dirt, oil or grease before painting etc, is commenced. All bared areas to be suitably primed as laid down in the painting specification.

Contractor's Inspection

Before painting work commences, as well as between coats, all surfaces are to be inspected by the painting contractor to satisfy himself that the surfaces are in a suitable condition to receive the paint system specified. The contractor is solely responsible for any and all defective work as result of painter's failure to insist on surfaces begin in proper condition prior to painting.

The contractor will do all paint work as per the paint specifications

The contractor must allowed to work after hours and weekends

The contractor shall provide all safety cloths, PPE and ensure that all workers will wear it on site at all times

All samples provided by the contractor must be proofed by the Project manager

Contractor to verify all measurements on site

Drop Sheets

Protective drop sheets shall be provided by the contractor for floors and furniture before any preparation or painting begins. Any spills on floors, brickwork etc. Must be cleaned off and made good by the contractor

Prasa reserve the right to change the colour of any paint without extra cost.

All asset no tags to be protected for the duration of the works.

All prices must include for all step ladders and scaffolding needed for the project, if scaffolding is needed the contractor must provide Prasa with a certificate from scaffolding company that the scaffolding is safe to use and must be inspected.

Contractor to verify all measurements on site

Clean site on completion

All prices must include for all step ladders, only Fiber glass and scaffolding needed for the project, if scaffolding is needed the contractor must provide Prasa with a certificate from scaffolding company that the scaffolding is safe to use and must be inspected.

Below platforms 9 & 10, 15 and 16 at Cape Town Station, due to fire damage, as per the Engineers inspection and recommendations.

1 Preparation work to beams

2 Inspections to be done

3 Reinstatement / refurbishment / repairs

4 Specified products

Sikatop Armatec 110 epocem anti-corrosive coating

Sika Monotop 615HB

Sika Grout 212

Sika Ferr Gard 903

5 New protective coatings and protection along with Sika Products as specified

Sikagard 550W elastic

NOTES

Provide for scaffolding on wheels.

CONTRACTOR MUST USE THE BOARDS FROM PLATFORMS 9,10, 15 AND 16 for activities at 17&18