

REQUEST FOR QUOTATION (RFQ)



prasa

PASSENGER RAIL AGENCY
OF SOUTH AFRICA

To: Messrs/Company Name: -

FROM: PRASA CRES SCM WCR

Contact Name: _____

Contact Name: Luleka Mtyala

Tel No: _____

Tel No: 021 449 6232

Email: - _____

Email: -lmyala@prasa.com

for / on behalf of PRASA

RFQ NUMBER	WCR103/2019
Description of Services:	Refurbishment and reinstatement of the concrete beams above platforms 13 and 14 at Cape Town station
Issue Date:	11 September 2019
Compulsory Briefing Session for Service Providers (If Applicable)	19 September 2019 at 11h00 at Prasa boardroom at 12:00
Closing Date for Submissions of this Proposals/RFQ's	30 September 2019 at 12H00
Closing Date for Questions and Answers Session	23 September 2019 at 14H00
SCM Contact person:	Luleka Mtyala

A quotation(s) **MUST** be deposited into the tender Box, located at PRASA CRES Western Cape Region Offices; PRASA CRES Building; 1st Floor Administration Wing; Cape Town Station; Reception Area – by **12:00 MIDDAY on the 30th of September 2019** .



Quotation(s) must be addressed to **PRASA CRES SCM WESTERN CAPE REGION** before the closing date and time shown above, and must be enclosed in a sealed envelope which must have inscribed on the outside **“REFURBISHMENT AND REINSTATEMENT OF THE CONCRETE BEAMS ABOVE PLATFORMS 13 AND 14 AT CAPE TOWN STATION”**

Bidders are to note that Prasa is utilising a two-envelope system for the purposes of receiving this RFQ. As such, Bidders are required to submit their technical, compliance, Local Content and B-BBEE response in the first envelop/box and financial proposals (Bill of Quantities/Price Schedule), Pricing Form in the second envelop/box

SUPPLIER TO NOTE:

- A) A QUOTATION SUBMISSION REGISTER WILL BE AVAILABLE AT THE 1st FLOOR RECEPTION AREA; BIDDERS ARE URGED TO SIGN THE QUOTATION REGISTER WHEN SUBMITTING THEIR BID PROPOSALS. (THIS CLAUSE IS ONLY APPLICABLE TO THOSE BIDDERS WHO WILL BE SUBMITTING THEIR PROPOSALS BY HAND INTO THE TENDER/QUOTATION DEPOSIT BOX).
- B) PRASA CONDITIONS OF PURCHASE WILL APPLY
- C) LATE / INCOMPLETE QUOTATIONS WILL NOT BE CONSIDERED

BILL OF QUANTITIES: REFURBISHMENT AND REINSTATEMENT OF BEAMS ABOVE THE TRACKS AT PLATFORMS 13 & 14 AT CAPE TOWN STATION AS PER THE BILL

REFURBISHMENT AND REINSTATEMENT OF BEAMS ABOVE THE TRACKS AT PLATFORMS 13 & 14 AT CAPE TOWN STATION AS PER THE BILL		 <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
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Item	Description	Unit	Qty	Rate	Total
1	PLATFORM 13 & 14 OVER TRACKS				
1.1	Remove all loose or damaged void closers and remove off site (THE HIGHT IS 5 M)	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 13 & 14 All surfaces must be thoroughly cleaned down by and approved means so as to remove all surface contamination	M²	370	R	R
2	PLATFORM 13 & 14 OVER TRACKS				
	PREPARATION-CONCETE REPAIR				
2.1	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
2.2	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
2.3	All concrete areas to be broken out are to have rebated perimeter of at least 10mm deep and +_ 50mm either side	SUM	1	R	R

	of defected steel. Break out all defective concrete by approved mechanical means.				
2.5	Thoroughly clean down all exposed steel by abrasive blast cleaning to remove all rust and to expose clean bright steel.	SUM	1	R	R
	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				
3.1	Immediately after cleaning down the reinforcing steel, apply a coat of Approximately 1mm thick of SIKATOP ARMATEC 110 EPOCEM (or Similar Approved SANS Product) 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	M²	28	R	R
3.2	Apply onto the bonding slurry SIKA MONOTOP 615HB (or Similar Approved SANS Product) patching mortar of earth consistency. The SIKA MONOTOP 615HB (or Similar Approved SANS Product) mortar is to be well compacted in layers not exceeding 70mm and is to be troweled off to the profile of the surrounding concrete. Thickness of repairs 5mm to 50mm. All SIKA MONOTOP (or Similar Approved SANS Product) mortar repairs are to be suitably cured and protected by approved means	M³	1	R	R
	Contractor, Project Manager and SIKA / ABE or Engineer representative to do inspection and to do a TAP TEST after 3 days				DO NOT PRICE
4	PROTECTIVE COATINGS				
4.1	SIKA FERROGARD 903 MITIGATORY CORROSION INHIBITOR (or Similar Approved SANS Product)				
4.2	Apply 0.5kg of SIKA FERR GARD 903 (or Similar Approved SANS Product) migratory corrosion in between 3-5 coats depending on porosity of the concrete. Wash down with water 2	M²	50	R	R

	days after application to help the migration process. High pressure clean surfaces if protective coating is going to be applied				
5	SIKAGARD 550 W ELASTIC (or Similar Approved SANS Product)				
5.1	Apply a coat of Sikagard 550W Elastic (or Similar Approved SANS Product) primer at a rate of 6m ² per lt.	M²	500	R	R
5.2	Apply two coats of Sikagard 550W Elastic (or Similar Approved SANS Product) at a rate of 4m ² per lt.	M²	500	R	R
6	PLATFORM 13 & 14				
	Provide and erect ready fencing hording on the platforms with safety signs	M	96	R	R
7	Clean, prepare and repaint columns on platforms 13 and 14 Prasa blue	EACH	12	R	R
8	PLATFORM 13 & 14				
	Close the area from the platform to the underside of the concrete with plastic	M²	356	R	R
9	Remove all rubble between the tracks and cart off site	SUM	1	R	R
10	PROVISIONAL SUM				
	The provisional sum can only be used by the discretion and approval of the Project Manager (THE CONTRACTOR IS NOT INTITILE TO THE FUNDS AND CAN NOT CLAME ANY AMOUNT)	SUM	1	R 30,000.00	R 30,000.00
	NOTES				
	THE CONTRACTOR TO VERIFY ALL MEASURMENTS AND INCLUDE FOR SCAFFOLDING ON WHEELS				
				Sub Total	R
				Vat	R
				TOTAL	R

NB: No work is to be done without a valid signed site access certificate

No Contractor will allowed on site without having attended the safety Induction training and proof is to be submitted to the Project Manager

Notes

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.

EVALUATION:

Stage1- Adherence to Compliance checklist requirements,

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

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

No.	Description of requirement	
a)	BOQ/Price Schedule and Pricing form	
b)	Completion of ALL RFQ documentation (includes ALL declarations and Commissioner of Oath signatures required)	
c)	CIDB Grading of 2 EC or higher	
f)	Joint Venture / Consortium agreement / Trust Deed (if applicable)	

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

No.	Description of requirement	
a)	Company Registration Documents	
b)	Copies of Directors' ID documents;	
c)	Valid BBBEE Certificate from a SANAS accredited rating agency (Original or Certified) or affidavit signed by the Commissioner of Oath	
d)	Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin	
e)	CSD report / CSD reference number	
f)	Letter of Good Standing (i.e. COIDA);	
g)	Proof of UIF registration	
h)	Proof of Bank Account (i.e. cancelled cheque or letter issued by the bank)	

Stage 2= Functionality**TO REFURBISH AND REINSTATEMENT OF BEAMS ABOVE TRACKS 13 & 14 AT CAPE TOWN STATION**

The functional/Technical criterion that will be utilised to test the capability of the service providers is set as follows: Requires 65% to Qualify

CRITERIA	DESCRIPTION	SCORING / APPLICATION	WEIGHTING
Proof of company based in Cape Town, Western Cape	Companies must prove they are based in Cape Town / Western Cape and have valid premises in this region. Proof of bills and accounts sent to local address within the past years within this region. <u>Cape Town Region will be defined as within 65km of Cape Town CBD</u>	1: No information and confirmed dates supplied 2: proof of company address within the last 1 year within the WCR region 3: proof of company address within the last 2 years within the WCR region 4: proof of company address within the last 3 years within the WCR region 5: proof of company address within the last 5 years within the WCR region	35%
Technical Capacity: Staff and Skills certificates etc. related to contract type	List all Site Staff proposed for this Contract and Experience With copies of: CV's Certificates & Previous experience of building or concrete structures	1: No information supplied 2: Senior Foreman with building registration / certificate in building or plastering and 3 years' experience 3: Senior Foreman with building registration / certificate in building or plastering and 4 - 5 years' experience 4: Senior Foreman with building registration / certificate in building or plastering and 5 - 6 years' experience 5: Senior Foreman with building registration / certificate in building or plastering and 6 plus years' experience	35%
Financial Capacity: Proof of Operating cash flow (Cash Flow and Financial Statement to be		Operating cash flow ratio measures a company's short-term liquidity. Formula: Operating Cash Flows Ratio = Cash Flows From Operations/Current Liabilities	30%

submitted)		1. No Submission of financial Statement 2. Operating Cash Flows Ratio $X < 0$ 3. Operating Cash Flows Ratio $X < 0.5$ 4. Operating Cash Flows Ratio $X < 0.5$ _ $X < 1$ Operating Cash Flows Ratio $X > 1$	
		5. Operating Cash Flows Ratio $X > 1$	

Stage 3: Price and B-BBEE

Evaluation criteria	Weighting
BBBEE	20
Price	80
TOTAL	100

Price Evaluation: The evaluation for price will be done based on the following formula:

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

Where

PS = Points scored for price of tender under consideration

Pt = Rand value of offer tender consideration

Pmin = Rand value of lowest acceptable tender

B-BBEE Evaluation: A bidder must submit an original / certified copy of valid B-BBEE status level certificate issued by a SANAS accredited verification agency, or an original sworn affidavit. A bidder failing to submit proof of B-BBEE status level or is a non-compliant contributor to B-BBEE, will not be disqualified but will score 0 points out of 20 for B-BBEE.

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-complaint contributor	0

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

VALIDITY PERIOD: PRASA desires a validity period up to **60 days** against this Quotation. It should be noted that suppliers may offer an earlier validity period, but that their quotation may in that event, be disregarded for this reason.

This Quotation is valid until (To be completed by Supplier)

YOUR REFERENCE:

PAYMENT:

Payment will be made upon completion of the works within 30 day from date of receipt of a correct tax invoice.

Name and Address of Supplier:

.....	Tel.No.:
.....	E-mail:
.....	Contact signature:
.....	

SUPPLY CHAIN MANAGEMENT
Email: CTCresRFQs@prasa.com

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.

DECLARATION OF INTEREST

SBD4

1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:
.....

2.2 Identity Number:
.....

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

2.4 Company Registration Number:
.....

2.5 Tax Reference Number:
.....

2.6 VAT Registration Number:
.....

* "State" means –

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

(e) Parliament.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:

.....

Name of state institution to which the person is connected:

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

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

DECLARATION

I, THE UNDERSIGNED (NAME).....

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

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PRASA'S GENERAL CONDITIONS OF TENDER AS STIPULATED IN THE RFP 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 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form 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.

1.1 GENERAL CONDITIONS

a) The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.2 Points for this bid shall be awarded for:

2.

2.1 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

(a) Price; and

(b) B-BBEE Status Level of Contributor.

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

2.2.1 Price - 80

2.2.2 B-BBEE Status Level of Contributor- 20

2.2.3 Total points for Price and B-BBEE - 100

2.3 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

2.4 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.

3. DEFINITIONS

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

(b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **“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 goods or services, through price quotations, advertised competitive bidding processes or proposals;

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

(e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- (f) **“functionality”** means the ability of a bidder to provide goods or services in accordance with specifications as set out in the tender/ RFQ documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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 price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

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

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

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 5.1

7.1 B-BBEE Status Level of Contributor: . =(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 relevant proof of B-BBEE status level of contributor

8. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
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8.1.1 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 or QSE

(Tick applicable box)

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

9. **DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

9.7 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 contributor indicated in paragraphs 1.4 and 6.1 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 paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis 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) 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
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

SBD 8

DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids 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 bid of any bidder may be disregarded if that bidder, 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 bid.**

Item	Question	Yes	No
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4.1	<p>Is the bidder 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>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder 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>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.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <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 Bidder

COMMISSIONER OF OATHS

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:

SBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ 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 bidding (or bid rigging).² Collusive bidding 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 bid of any bidder if that bidder, 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 bidding 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 bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

² Bid rigging (or collusive bidding) 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 bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid 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: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
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 bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
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 bid invitation relates.

9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PLACE THIS PRICING FORM AND BOQ IN SEPARATE ENVELOPE MARKED AS ENVELOPE TWO

PRICING FORM	
RFQ NO	WCR103/2019
DESCRIPTION OF REQUEST	REFURBISHMENT AND REINSTATEMENT OF THE CONCRETE BEAMS ABOVE PLATFORMS 13 AND 14 AT CAPE TOWN STATION

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

 (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 words) Inclusive of 15% Vat.

Part C3 SCOPE OF WORK

C3.1 Description of the Works

C3.1.1 Employer's Objectives

Prasa Cres provides a Commuter Rail Service every day throughout the year. Prasa Cres endeavors to provide world class facilities for its customers and staff and the contractor shall bind himself to provide preferential service to cater for this need.

C3.1.2 Overview and extent of the works:

The contract work includes but not limited to the following

Refurbishment of concrete beams above the tracks at Cape Town Station

C3.1.3 Location of the works

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

The location and extent of the site of the Works is between the property boundaries of the Passenger Rail Agency of South Africa and Transnet Stations in the Western Cape. The Contractor shall acquaint himself with the available access to the various sites and the condition of the roads during the site inspection.

The location and extent of the site of the Works is between the property boundaries of the Passenger Rail Agency of South Africa at **CAPE TOWN STATION**. The Contractor shall acquaint himself with the available access to the site and the condition of the roads during the site inspection.

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

Cape Town Station

C3.2 Construction

C3.2.1 Applicable SANS 2001 Standards

All products must be SANS approved

C3.2.2 Applicable national and international standards

None

C3.2.3 Plant and materials

Except where otherwise specified, the Contractor shall provide all labour, material, transport, plant, equipment, consumables, tools and services of every description

required to carry out and complete the works included in this Contract and any other work arising from it.

The contractor shall undertake to make themselves familiar with material used on the electrical, building and civil assets of the area covered in terms of this contract.

Based on the above, such material as might reasonably be expected to be used by the contractor should be readily available to the contractor when he responds to a callout or to do the work.

All materials and labour performed shall be subject to the approval of the Technical Officer, and shall be used in accordance with the manufacturer's specifications.

No secondhand materials other than that supplied by Prasa cres must be used.

The tenderer shall supply all plant and materials necessary to complete the works.

C3.2.4 Existing services

Information regarding the location of known existing services will be pointed out at the time of the site inspection where possible, but Prasa cres will accept no responsibility for the accuracy of this information.

Where the position of a known service cannot be determined with sufficient accuracy by visual inspection, the Contractor shall open up and make further investigation before commencing with any of his activities related to the work, so that the position of such services may be determined with sufficient accuracy. Thereafter the Contractor shall assume responsibility for all known services.

The Contractor shall take all reasonable precautions to protect existing services during his activities on the site, and any known service damaged as a result of the Contractor's operations, shall be repaired and reinstated by the Contractor or the Authority concerned, all at the expense of the Contractor and to the satisfaction of the Technical Officer.

C3.2.5 Site establishment

C3.2.5.1 Services and facilities provided by Prasa cres

Prasa cres will make a site available for the Contractor's camp where possible. This site will be pointed out during the site inspection. No other services or facilities will be provided by Prasa cres.

C3.2.5.2 Services and facilities provided by the Contractor:

- Site
The Contractor shall clear and prepare the site for his camp and the cost thereof shall be included in the rates tendered for the Works.
- Housing of employees

No housing of employees of the Contractor will be allowed on the property of the Passenger Rail Agency of South Africa and the Contractor shall make his own arrangements for the housing of his employees.

- Water supply, light, power etc.

Water or electricity will be made available by Prasa cres where possible provided that due consideration is kept of the requirements and convenience of the Prasa cres personnel. Wastage will not be permitted. Where logistics and location do not allow such provision the contractor is to make his own arrangements e.g. generators, water bowsers etc.

- Storage facilities on site

The contractor shall provide and erect a suitable store on site to store and safeguard all material provided by Prasa cres.

- Contractor's agent and communication

The Contractor or his duly authorised agent shall at all times be in possession of a cellular phone, in working condition, so as to enable the Technical Officer to communicate with the Contractor at all times during the duration of the contract. The Contractor shall allow for this in his rates tendered for the Works.

- Site office and Accommodation for the Technical Officer

No site office will be required for the Technical Officer.

- Tidiness of site

The contractor shall continuously clear and dispose of waste and surplus materials to maintain the site in a tidy state unless otherwise agreed with the Project Manager.

- Removal of facilities established on site

On completion of the contract the Contractor shall remove all established facilities from the site and restore the site as directed by the Technical Officer

C3.5 Management

C3.3.1 Management of the Works

C3.3.1.1 Project manager and Technical Officer

The Project Manager for this contract will be the Facilities Manager, Facilities Department, Prasa cres, Cape. The Technical Officer will be appointed by the Project Manager to administer the performance and the execution of the Works according to the powers and rights held by and obligations placed upon him in terms of the Contract.

C3.3.1.2 Co-operation with Metrorail staff

The Contractor shall liaise and co-operate with the staff of Metrorail during any type of track occupation at all times and in all respects to obviate any delays.

Refer clause 16 of the E7/1 (July 1998) specification – If any trains are delayed by the contractor and the Technical Officer is satisfied that the delay was avoidable, a penalty to the amount of R 5 000,00 (Five Thousand Rand) per hour or part thereof for the period of delay will be imposed will be imposed on the Contractor.

During all his operations and when using his machinery, plant and equipment, the Contractor shall at all times takes the necessary care to protect the public and to facilitate the operations of Metrorail.

C.3.4 Site meetings

The Technical Officer will arrange Site liaison meetings as necessary. The Contractor or his duly authorized representative shall be available when called upon to attend site meetings with the Technical Officer or his representative.

C3.5. Health and Safety

C3.5.1 Health and Safety specifications

The following generic (Standard) PRASA specifications are applicable to this contract:

- E7/1: Specification for works on, over, under or adjacent to Railway lines and near High Voltage equipment. (Also referred to as the E7/1 specification)
- E.4E Transnet (Jan 2004 - As adapted for PRASA): Safety arrangements and procedural compliance with the Occupational Health and Safety Act (Act 85 of 1993) and applicable Regulations. (Also referred to as the E4E specification)

C3.5.2 Site Access certificate

Refer Annexure 4 of the E4E specification: A Site Access Certificate will not be issued unless the contractor's Health and Safety programme has been approved by the Technical Officer.

C3.6 Drawings

Not applicable

C3.7 Annexes

C3.7.1 Particular Specifications: (Also referred to as "Project Specifications")

- **Refurbishment of concrete beams above the tracks as per the specifications.**
- E7/1: Specification for works on, over, under or adjacent to Railway lines and near High Voltage equipment. (Also referred to as the E7/1 specification)
- E.4E Transnet (Jan 2004 - As adapted for PRASA): Safety arrangements and procedural compliance with the Occupational Health and Safety Act (Act 85 of 1993) and applicable Regulations. (Also referred to as the E4E 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

The contractor can use Sika, ABE or similar and equal products that are SABS approved

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.

No work is to be done without a valid signed site access certificate

All work is to be done as per PRASA Engineering Instructions or Specifications that have been supplied with this contract document or available on request. And all Legislation (e.g. Act 85 ect.)

No work is to be done on, over, under or adjacent to railway lines and near High Voltage Equipment without the proper permits and occupations (See SARCC E7/1 Specification for works on, over, under or adjacent to railway lines and near High Voltage Equipment July 1998)

The E4E Safety arrangements and procedural compliance with the Occupational Health and Safety Act (Act 85 of 1993) and applicable regulations is to be completed and submitted with all supporting documentation

Documentary proof of registration and good standing with the Compensation Commissioner in terms of Act 130 of 1993 (Letter of Good Standing) is needed and submitted with all supporting documentation.

No work is to be done without a works programme and the necessary Permits and occupation

Contractor to verify all measurements on site

Clean site on completion

Products noted below are to be as specified or Similar Approved SANS Products

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