

## REQUEST FOR QUOTATION (RFQ)

**RFQ NUMBER: 10340110**

**REQUEST FOR QUOTATION (RFQ) FOR THE *INSTALLATION OF 44KV SUSPENSION INSULATORS FOR THE 44KV TRANSMISSION LINE IN THE GAUTENG REGION.***

<b>Issue Date:</b>	15 June 2023
<b>Closing Date for Submission of Bids:</b>	30 June 2023 @ 10H00AM
<b>Contact Person:</b>	Richard Lekgoathi Contact No: 011 013 0276 Email: richard.lekgoathi@prasa.com

**NB: COMPULSORY BRIEFING TO TAKE PLACE ON THE 23<sup>rd</sup> OF JUNE 2023 @ 11H00AM,**

**VENUE: KOEDOESPOORT TRAIN STATION**

## SECTION 1

SBD1

### PART A INVITATION TO BID

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

BID NUMBER:	10340110	CLOSING DATE:	30/06/2023	CLOSING TIME:	10H00AM
DESCRIPTION	INSTALLATION OF 44KV SUSPENSION INSULATORS FOR THE 44KV TRANSMISSION LINE.				

#### BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

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

**PASSENGER RAIL AGENCY OF SOUTH AFRICA**

**6th FLOOR, SHOSHOLOZA JUNCTION**

**CNR LEYDS AND SIMMONDS STREET**

**BRAAMFONTEIN, JOHANNESBURG**

#### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

#### SUPPLIER INFORMATION

NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA.....

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

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

## **PART B: TERMS AND CONDITIONS FOR BIDDING**

### **1. BID SUBMISSION:**

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

### **2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://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 COMMUNICATION**

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

#### **3 BIDDERS COMPLAINTS PROCESS**

3.1 Bidders are advised utilize this email address (SCM.Complaints@prasa.co.za) for lodging of complains to PRASA in relation to this bid process. The following minimum information about the bidder must be included in the complaint:

- 3.1.1 Bid/Tender Description
- 3.1.2 Bid/Tender Reference Number
- 3.1.3 Closing date of Bid/Tender
- 3.1.4 Supplier Name;
- 3.1.5 Supplier Contact details
- 3.1.6 The detailed compliant

#### **4 LEGAL COMPLIANCE**

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

#### **5 CHANGES TO QUOTATIONS**

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

#### **6 PRICING**

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

## **7 BINDING OFFER**

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

## **8 DISCLAIMERS**

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

- Modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- Reject Quotations submitted after the stated submission deadline or at the incorrect venue ;

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, PRASA reserves the right to cancel the contract.

PRASA reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another Respondent.

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

## **9 LEGAL REVIEW**

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

## **10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. PRASA is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

## **11 PROTECTION OF PERSONAL DATA**

In responding to this bid, PRASA acknowledges that it may obtain and have access to personal data of the Respondents. PRASA agrees that it shall only process the information disclosed by Respondents

in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

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

## 12 EVALUATION METHODOLOGY

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

EVALUATION CRITERIA	WEIGHTING
Stage 1 – Compliance	
Stage 1A	Mandatory Requirements
Stage 1B	Other Mandatory Requirements
Stage 2	
Technical/Functional Requirements	Threshold of 70% is required
Stage 3	
Price	80
Specific Goals	20
<b>TOTAL</b>	<b>100</b>

## 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 **90 Working Days** from the closing date.

14.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the delegated authority has approved the process the validity of the successful respondent(s)' bid will be deemed to remain valid until finalization of the of award.),

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

Respondents are to note that, bid awards, amendments and cancellations will be published on the e-tender portal and or media used to advertise the bid. For the award of business, PRASA is required to publish the prices and preferences claimed of the successful and unsuccessful

Respondents *inter alia* on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), on CIDB website for construction related RFQ's. (*Where applicable*).

## 16 RETURNABLE DOCUMENTS

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

### 16.1. Mandatory Returnable Documents

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

## SECTION 3

### 1 EVALUATION CRITERIA:

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

#### Stage 1A – Mandatory Requirements

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

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

No.	Description of requirement	
a)	Completion of ALL RFP documentation (includes ALL declarations)	
b)	Briefing Session Form D. Bidders must also reflect on the Compulsory Briefing Session Attendance Register.	
c)	Joint Venture , Consortium Agreement or Partnering Agreement signed by all parties. The agreement should indicate the leading bidder where applicable. (If applicable)	
d)	<b>Proof of CIDB grading 2EP or higher</b>	

#### Stage 1B –Other Mandatory Requirements

If you do not submit/meet the following mandatory documents/requirements, PRASA may request the bidder to submit the information within five (5) working days. Should this information not be provided, your bid proposal will be disqualified.



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

No.	Description of requirement	
a)	Letter of Good Standing: COID.	
b)	Supply of valid SARS Pin	
c)	CSD supplier registration number	

## Stage 2- Evaluation criteria

### Technical or functional requirements

Functionality and capabilities	Weight
<p><b>2. Similar Works/ Experience (Company):</b> Tenderers shall provide details of the below as well as contactable references.</p> <p><b>2.1 Number of similar projects completed successfully (Supply and Installation of overhead track equipment on transmission lines) and a reference letter with contactable details.</b></p> <ul style="list-style-type: none"> <li>No information submitted = 0 points</li> <li>5 and above = 40 points</li> <li>4 Projects = 32 points</li> <li>3 projects = 24 points</li> <li>2 projects = 18 points</li> <li>1 project = 8 points</li> <li>0 projects = 0 points</li> </ul> <p><b>NB!! Submit a signed letter of references or completion certificate from your previous clients.</b></p>	40
<p><b>3. Experience of personnel to be assigned to the project.</b></p> <p><b>3.1 CVs to be submitted.</b></p> <p><b>3.2 Three Qualified erectors with C green and working at heights certificates and a linesman with an A red and working at height certificate.</b></p> <p><b>3.3 Experience</b></p> <ul style="list-style-type: none"> <li>No information submitted = 0 points</li> <li>Experience: 5 years and above = 60 points</li> <li>Experience: 4 years = 48 points</li> <li>Experience: 3 Years = 36 points</li> <li>Experience: 2 Years = 24 points</li> <li>Experience: 1 year = 12 points</li> <li>Experience: 0 Years = 0 points</li> </ul>	60
<b>TOTAL</b>	<b>100</b>

**NOTE: The average minimum points of 70 are to be attained in the evaluation criteria stated above for a bidder to be shortlisted for this tender.**

### Stage 3- Price and Specific Goals

The following formula, shall be used to allocate scores to the interested bidders :

The maximum points for this tender are allocated as follows:

DETAILS	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

### FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### POINTS AWARDED FOR PRICE

#### THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

#### POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Acceptable Evidence	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Youth owned	Certified copy of ID Documents of the Owners	4	
Black Women owned	Certified copy of ID Documents of the Owners	4	
EME or QSE 51% Black Owned	Audited Annual Financial/ B-BBEE Certificate/ Affidavit	4	
Black people living in rural areas	Municipal/Eskom Bill or letter from Induna/Chief confirming residential address not older than 3 months	4	
B-BBEE	BEE Certificate/ Affidavit (in case of JV, a consolidated scorecard will be accepted)	4	

## SECTION 4

### PRICING AND DELIVERY SCHEDULE

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

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

I / We \_\_\_\_\_ (Insert Name of  
Bidding \_\_\_\_\_ Entity) \_\_\_\_\_ of  
\_\_\_\_\_

\_\_\_\_\_ code  
\_\_\_\_\_ (Full address) conducting business under the style or title of:  
\_\_\_\_\_ represented by:  
\_\_\_\_\_ in my capacity as:

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

\_\_\_\_\_ (amount in words) Incl. VAT.

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

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

## **SECTION 5**

### **PRASA GENERAL CONDITIONS OF PURCHASE**

#### **General**

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

#### **Conditions**

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

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

#### **Price and payment**

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

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

#### **Delivery and documents**

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

Where items are to be delivered the Supplier:

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof;

On dispatch of each consignment, sends to PRASA at the address for delivery of the items, an advice

note specifying the means of transport, weight, number of volume as appropriate and the point and date of dispatch; Sends to PRASA a detailed priced invoice as soon as is reasonably practical after dispatch of the items, and states on all communications in respect of the order the order number and code number (if any).

### **Containers / packing material**

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

### **Title and risk**

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

### **Rejection**

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

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

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

### **Warranty**

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

### **Indemnity**

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

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

**Assignment and sub-contracting**

The successful Respondent awarded the contract may only enter into a subcontracting arrangement with PRASA's prior approval. The contract will be concluded between the successful Respondent and PRASA, therefore, the successful Respondent and not the sub-contractor will be held liable for performance in terms of its contractual obligations.

**Governing law**

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

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

\_\_\_\_\_



### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

\_\_\_\_\_

## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

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

### 1. GENERAL CONDITIONS

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

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

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

a) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

### To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and Specific Goals</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.2. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.3.1. POINTS AWARDED FOR PRICE

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

**80/20**

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

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 80/20 preference point system.

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

***(Note to organs of state: Where the 80/20 preference point system is applicable, corresponding points must also be indicated as such.)***

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

The specific goals allocated points in terms of this tender	Acceptable Evidence	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Youth owned	Certified copy of ID Documents of the Owners	4	
Black Women owned	Certified copy of ID Documents of the Owners	4	
EME or QSE 51% Black Owned	Audited Annual Financial/ B-BBEE Certificate/ Affidavit	4	
Black people living in rural areas	Municipal/Eskom Bill or letter from Induna/Chief confirming residential address not older than 3 months	4	
B-BBEE	BEE Certificate/ Affidavit (in case of JV, a consolidated scorecard will be accepted)	4	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## SECTION 7

### CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING (**COMPULSORY**)

**Briefing Date:** 22 June 2023

**Time:** 11H00am

**Site Briefing Venue:** KOEDOESPORT TRACTION SUBSTATION.

<b>Request number:</b>	<b>10340110</b>
<b>Request for Proposal:</b>	<b>INSTALLATION OF 44KV SUSPENSION INSULATORS FOR THE 44KV TRANSMISSION LINE.</b>

#### Attendance

This is to certify that \_\_\_\_\_ has / have today attended the site inspection / RFQ briefing session to which this enquiry relates.

THUS DONE and SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ for / on behalf of PRASA

\_\_\_\_\_ Designation

#### Acknowledgement

This is to certify that the Bidder attended the above mentioned briefing session/ site inspection and has / have acquainted himself / themselves with the Contract, Project Specification / Special Conditions, Specifications and / or Bills of Quantities / Schedule of Quantities / Schedule of Prices, together with the drawings enumerated therein, as laid down by the PRASA for the carrying out of the proposed WORKS to which the enquiry relates

THUS DONE and SIGNED at \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_

**DULY AUTHORISED SIGNATORY(IES) WITNESSES**

- |          |          |
|----------|----------|
| 1. _____ | 1. _____ |
| 2. _____ | 2. _____ |
| 3. _____ | 3. _____ |

## **SECTION 8**

### **SPECIFICATION/SCOPE OF WORK**

#### **SCOPE OF WORK**

##### **1.1 Description of work**

- 1.1.1 Installation of 44kV vandal proof suspension insulators for 44kV transmission line and all the associated works.
- 1.1.2 Supply and installation of suspension clamps and all the associated works.
- 1.1.3 Binding of 44kV phase wires on to the new suspension insulators.
- 1.1.4 Connecting of earth wires to 44kV towers and all the associated works.
- 1.1.5 Supply and installation of 44kV MOD
- 1.1.6 Dismantling and removal of existing or old towers and all the associated works
- 1.1.7 Transporting of dismantled old 44kV towers from site to Rebecca depot.

##### **1.2 General**

- 1.2.1 Metrorail reserves the right to inspect and/or test any material or equipment during installation process.
- 1.2.2 Completion of work shall be subject to the approval of the Regional Technical Manager.
- 1.2.3 All fittings, accessories or apparatus which may not have been specially mentioned in this scope of work/specification, but which are otherwise necessary for the satisfactory operation of the 44kV transmission line shall be deemed to have been included in the scope supply.
- 1.2.4 All work shall have a minimum of twelve months guarantee after the acceptance of completion by Metrorail Technical Manager.
- 1.2.5 All work shall comply with SANS standards and Metrorail engineering instructions/specification.

##### **1.3 Contract area**

- 1.3.1 Between Deerness train station and Pierneefsrus train station (Capital Park 44kV transmission line) and Koedoespoort substation.

##### **1.4 The following activities form part of this contract:**

- 1.4.1 Installation of 44kV vandal proof suspension insulators and all the associated works.
- 1.4.2 Supply and installation of suspension clamps, tower hooks and bolts and all the associated works.
- 1.4.3 Dismantling and removal of old 44kV towers and all the associated works.
- 1.4.4 The Contractor shall be responsible for the transport to site, off-loading, handling and storage of all materials required for the execution of the works.
- 1.4.5 All materials required for the completion of work, shall be supplied and delivered to site by the Contractor.
- 1.4.6 The Contractor shall, on completion of the works, clear the site of all leftovers or remaining materials, such as empty cable drums, cable off-cuts, empty tins, etc., to the satisfactory of Metrorail Electrical Department.



## **1.5 44kV suspension insulators.**

1.5.1 The suspension insulator to be installed by the contractor shall be provided by PRASA.

## **1.6 44kV MOD**

1.6.1 Nominal system voltage: 44kV

1.6.2 Rated current: 800 A

1.6.3 The control panel for MOD shall be installed inside the substation.

1.6.4 The control panel shall have the local remote switch, closing and opening switches.

1.6.5 The opening and closing switch shall also be on the outside box.

1.6.6 All cabling for the MOD shall be the responsibility of the contractor e.g., cabling required to connect the MOD to the tele-control.

## SECTION 9

## ANNEXURE A

### HEALTH AND SAFETY REQUIREMENTS

#### 1.7 Health and safety

- 1.7.1 The contractor shall comply with the requirements of safety legislation and regulation in all respect.
- 1.7.2 The contractor shall perform all work in accordance with the occupational Health and Safety Act, 1993 (Act No: 85 of 1993). A copy of the act shall be kept on site at all times for the duration of the project.
- 1.7.3 The Contractor shall be responsible for providing a safety officer who will be on site for the duration of the project.
- 1.7.4 The contractor shall prepare and submit to PRASA at the start of the contract, a comprehensive safety file.
- 1.7.5 The safety file to be submitted shall include valid certificates of First Aiders, lifting equipment (cranes and slings) and medicals of staff assigned to the work. Notification to the Department of labour (if required) should be included.
- 1.7.6 The site access certificate shall only be issued (to the successful bidder) after the evaluation and approval of the safety file.
- 1.7.7 The contractor shall comply with all applicable legislation and Metrorail's safety requirement adopted from time to time and instructed by the Project Manager/Technical Officer. Such compliances shall be entirely at the contractor's cost and shall be deemed to have been allowed for in the rates and prices in the contract.
- 1.7.8 The contractor shall be required to work under direct supervision of Metrorail's personnel on site and shall be required to work only in areas which shall be demarcated by barriers.
- 1.7.9 The contractor shall ensure that a safety representative is at site all the times.
- 1.7.10 The contractor shall make necessary arrangement for sanitation, water and electricity at site during the installation of the equipment.
- 1.7.11 The contractor shall report all incidents in writing to the Project Manager/Technical Officer. Any incident resulting in death of or injury to any person on the work shall be reported within 48 hours of its occurrence.

#### 1.8 Site Book

- 1.8.1 A site diary to record all incidents as well as the progress of work done during the project execution shall be supplied by the contractor. The site diary shall be kept on site for the duration of the contract.
- 1.8.2 This book (site diary) shall be used to record any unusual events during the period of the work.
- 1.8.3 Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc.
- 1.8.4 Other delays such as non-availability of equipment from third party suppliers must be communicated to Metrorail Technical Officer/Project Manager.

#### 1.9 Guarantee and Defects

- 1.9.1 All work undertaken by the Contractor shall be subjected to a guarantee for a minimum of twelve months against faulty or inferior workmanship and material.
- 1.9.2 The guarantee period shall commence the day the installation is formally handed over to and accepted by the local Gauteng North Regional Engineer or Gauteng North Technical Manager.
- 1.9.3 Any defects that may become apparent during the guarantee period shall be rectified to the

satisfaction of and free of costs to Metrorail.

- 1.9.4 The contractor shall undertake work on the rectification of any defects that may arise during the guarantee period within 7 days after being notified by Metrorail Technical Staff.
- 1.9.5 Should the Contractor fail to comply with the requirements stipulated above, Metrorail shall be entitled to undertake the necessary repair of work or effect replacement of defects apparatus or material and the contractor shall reimburse the client the total cost of such repair or replacement, including labour costs incurred in replacing defective apparatus or materials.
- 1.9.6 If urgent repairs have to be carried out by Metrorail staff to maintain supply during the guarantee period, the Contractor shall reimburse Metrorail the cost of material and labour.

#### **1.10 Breach of contract**

- 1.10.1 In the event that the Contractor does not commence on the agreed date with the work or does not work at reasonable pace or deliver work of unacceptable nature or otherwise contravenes any of the clauses of these conditions, Metrorail may give the Contractor 7 days' notice to rectify or remedy it. Should the contractor not comply with this instruction then Metrorail shall be entitled to cancel the contract and claim damages from the contractor.
- 1.10.2 Should the contractor fail to carry out the work, the Technical Manager shall be entitled to suspend operations and if the Contractor fail to remedy any breach within 24 hours after written notice has been given to him. Metrorail shall be entitled to cancel the agreement in which all amounts used by the contractor shall be forfeited as liquidated and ascertain damages and Metrorail shall be free to make such arrangements in regard to the carrying out the work as it may deem fit.

### **2. Penalties**

- 2.1.1 If the Contractor fails to complete the Services within the time stipulated in this Contract for completion of Services or a part or portion of Services, the Contractor shall be liable to the Employer for an amount calculated at 0.3% of the Contract Price per delayed Day per order, which shall be paid for every Day which shall elapse between the time for due completion and completion of the relevant Services. However, the total amount due under this sub-clause shall not exceed the maximum of 10% of the Contract Price.
- 2.1.2 The imposition of such penalty shall not relieve the Contractor from its obligation to complete Services or from any of its obligations and liabilities under the Contract,
- 2.1.3 Such penalties are not payable for late completion of work where the delays are attributed to circumstances beyond the contractor's control, like citizen unrest or strikes, exceptional inclement weather conditions and inaccessibility to work site etc.

### **3. Security**

- 3.1.1 The contractor shall be responsible for providing security on site until the site is handed over to Metrorail.
- 3.1.2 Any stolen material shall be replaced by the contractor at his own cost.

### **4. Site and site inspection**

- 4.1. Bidders shall visit the site for site briefing session to thoroughly inspect the site, in order to make themselves (bidders) aware of the nature of work involved.

## **5. Duration of the contract**

- 5.1. Together with his/her quotation, the bidder shall submit a work program detailing the time frames of each and every task in the form of a Gantt chart or any acceptable formats.

## **6. SHE File Check List**

- 6.1. The SHE file checklist is attached and it shall be used to compile the safety file by the successful bidder.

## **7. Occupation**

- 7.1. PRASA shall apply for occupations before the start of the execution phase on site.
- 7.2. Work done by all disciplines shall be completed during these occupations in order for Metrorail to open the track for normal rail traffic.
- 7.3. The contractor shall conform to the duration of occupations as laid down by the Technical Officer. Occupation time used by the contractor in excess of the maximum specified occupation time, will not be paid against overtime rates unless, the Technical Officers agree upon it in writing before the start of occupation and it can be proved by the contractor that the delays caused by PRASA resulted in an overtime claim. In case the contractor wants to claim standing time.
- 7.4. Before the end of each occupation, the contractor will be advised in writing of the commencement time and duration of the following occupation.
- 7.5. There is a possibility of the occupation being granted during the night and during the weekend from 21h00 PM until late.

## **9. Supervision and protection (To BE PROVIDED BY THE CONTRACTOR)**

- 9.1 All work shall be performed under supervision by the contractor's suitable qualified personnel.
- 9.2 Protection should be by means of at least three flagmen in possession of valid flagmen certificate.
- 9.3 The flagmen will be tested (not trained) by Metrorail to ensure their efficiency.
- 9.4 The electrical work must be done by a qualified erectors or linesmen from the appointed contractor.

## **10. Subcontracting**

- 10.1 The contractor shall not make use of any sub-contractors to perform the works or parts thereof without prior permission from PRASA.

## SECTION 10

### BOQ/ PRICING SCHEDULE

#### Bill of Quantities

**Installation of 44kV suspension insulators together with the supporting material for the 44kV transmission line.**

#### Schedule of quantities and Rates / Price (s)

Item No.	Description	Unit	Qty	Rate/unit (Excl VAT)	Total Price (Excl VAT)
Capital Park 44kV Transmission line					
1.	Dismantling and removal of existing old 44kV towers that are close to the new towers and all the associated works	Each	11	R.....	R.....
2.	Installation of 44kV suspension insulators together with the supporting material. N.B. The suspension insulators will be provided by PRASA	Each	36	R.....	R.....
3.	Supply and installation of suspension clamps and all the associated works; this shall include connecting of the 44kV phase wires on to the new suspension clams.	Each	36	R.....	R.....
4.	Supply and installation of tower hooks and all the associated works.	Each	36	R.....	R.....
5.	Complete the tower structure at mast location 12/661. Material to be provided by PRASA. Only bolts shall be provided by the contractor.	Each	1	R.....	R.....
6.	Connecting of the earth wires on to the 44kV towers and all the associated works.	Sum	1	R.....	R.....
7.	Supply and installation of the 44kV MOD together with the control panel and all the associated works.	Each	1	R.....	R.....
8.	Transporting of removed or dismantled existing or old towers from site to Rebecca Depot	KM	10	R.....	R.....
<b>Total Excluding VAT</b>				R.....	
<b>VAT @ 15%</b>				R.....	
<b>GRAND TOTAL</b>				R.....	