



**prasa**

PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

## REQUEST FOR QUOTATION (RFQ)

**RFQ NUMBER: 10335692**

**REQUEST FOR QUOTATION (RFQ) FOR THE : SUPPLY AND INSTALLATION OF PHASE AND  
EATH WIRES FOR 44 KV TRANSMISSION LINE.**

***SITE BRIEFING : PRETORIA TRACTION SUBSTATION, NEXT TO PRETORIA STATION***

***DATE : 26 JANUARY 2023 @ 10:00***

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

BID NUMBER:	...10335692..... .....	CLOSING DATE:	02 FEBRUARY 2023..... ...	CLOSING TIME:	....:10:00
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DESCRIPTION	SUPPLY AND INSTALLATION OF PHASE AND EATH WIRES FOR 44 KV TRANSMISSION LINE.
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**BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*:**CNR LEYDS & SIMMONDS STREET****BRAAMFOONTEIN****JOHANNESBURG****2000****Emailed to: .ali.maupa@prasa.com****BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

CONTACT PERSON	<b>ALI MAUPA</b>
TELEPHONE NUMBER	<b>011 013 0169</b>
E-MAIL ADDRESS	<b>Ali.Maupa@prasa.com</b>

**SUPPLIER INFORMATION**

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

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK BOX]  <input type="checkbox"/> Yes  No	APPLICABLE  <input type="checkbox"/>	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK BOX]  <input type="checkbox"/> Yes  <input type="checkbox"/> No
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**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes  No  [IF YES ENCLOSE PROOF]	<input type="checkbox"/>	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)? ☐  
YES ☐ NO

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

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

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

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

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

## PART B: TERMS AND CONDITIONS FOR BIDDING

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER**
- 1.3. **PRESCRIBED IN THE BID DOCUMENT.**
- 1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### 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)

Request For Quotation SCM\_2023

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 VAT.

## **7 BINDING OFFER**

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

## **8 DISCLAIMERS**

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

- Modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- 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 Compliance
Stage 1B	Basic / Other Mandatory Compliance
Stage 2	
Technical/Functional Requirements	Threshold of 95%
Stage 3	
Price	80
BBBEE	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 LOCAL CONTENT

Only locally produced or manufactured goods with a stipulated minimum threshold as stated in Table below for local production and content will be considered. Bidders who do not meet the stipulated minimum threshold may be disqualified and not be considered further for evaluation.

The Declaration Certificate for Local production and Content for Designated Sectors (SBD 6.2) and Annexure C (Local Content Declaration: Summary Schedule) must be completed and duly signed.

NO		
	DESCRIPTION	% LOCAL CONTENT
1	WIRES	90

For further guidance with the above requirements, bidders may refer to latest **National Treasury Instruction Notes applicable to the Designated Sector/s mentioned above.**

[http://ocpo.treasury.gov.za/Buyers\\_Area/Legislation/Pages/Practice-Notes.aspx](http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/Practice-Notes.aspx)

#### **a. EXEMPTION REQUESTS**

If suppliers cannot meet the required local content threshold, they also must engage the DTIC regarding actions that they will put in place to meet those requirements in future or reasons why the supplier cannot comply with the 100% directive. Suppliers that meet the local content threshold also have to contact the DTIC to verify/confirm the supplier's compliance.

In all scenarios the DTIC will provide the supplier with an exemption, provided the supplier has fully satisfied the requirements of the DTIC. This exemption will be considered on a case-by-case and will consider the following:

- Required volumes in a particular bid;
- Available collective SA Industry manufacturing Capacity at that time;
- Delivery times;
- Security of supply and emergencies;
- Availability of input material and components;
- Materials of construction;
- Localisation plans aimed at establishing and/or increasing local manufacturing capacity through ramping-up of capital investments in the initial phase;
- Replacement of components on the existing infrastructure in order to honour the warranties and guarantees, and
- Technical considerations including operating conditions

Tenders that do not have an exemption from DTI will be considered non-responsive and cannot move to the next stage of the evaluation.

**NOTE: Enough time has been allocated in the tender for supplier to seek exemption from the DTIC** in the allocated advert period. Therefore, suppliers are advised to use the allocated time wisely, as the DTI has a maximum lead time of five (5) days.

## 15 VALIDITY PERIOD

15.1 PRASA requires a validity period of .....**90.....Working Days** from the closing date.

15.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the 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.),

## 16 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*).

## 17 RETURNABLE DOCUMENTS

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

### 15.1. 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 Compliance - (To be submitted in envelope 1)

If you do not submit the following mandatory compliance documents, PRASA may request the bidder to submit the information within seven (7) days, failing of which will lead to disqualification.

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

No.	Description of requirement	
a)	Completion of ALL RFP documentation (includes ALL declarations and Commissioner of Oath signatures required)	
b)	Briefing Session Form D. Bidders must also reflect on the Compulsory Briefing Session Attendance Register (Delete if not applicable)	
c)	Joint Venture , Consortium Agreement or Partnering Agreement signed by all parties (If applicable). The agreement should indicate the leading bidder where applicable.	
d)	Proof of CIDB grading ...3EP.... or higher	
e)	Declaration document for local content and production SBD 6.2	
f)	Annexure C – Local Content Declaration – Summary Schedule	

### Stage 1B – Basic / Other Mandatory- Compliance (To be submitted in envelope 1)

If you do not submit the following basic compliance documents, PRASA may request the bidder to submit the information within seven (7) days, if this information is not provided your bid proposal will be rejected and PRASA will not do business with such a bidder.

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)	Company registration documents	
d)	Copies of Directors' ID documents	
e)	CSD supplier registration number	
f)	Copies of the Rates and Taxes to determine the footprint	
g)	Annexure D – Imported Content Declaration – Supporting Schedule to Annex C	
h)	Annexure E – Local Content Declaration – Supporting Schedule to Annex C	

## 2.1 Stage 3

### Technical / Functionality Requirements

#### Scoring of Functionality:

The minimum threshold for Technical/functionality criteria is (95%) and bidders who score below this minimum will not be considered for further evaluation in terms of price and B-BBEE.

Functionality and capabilities	Maximum points	Minimum points
<b>1. Compliance to specification</b> <ul style="list-style-type: none"> <li>Signed specification to acknowledge compliance or signed letter stating that the tenderer will comply with the specification</li> </ul>	30	30
<b>2. Similar Works/ Experience (Company) Tenderers shall provide details of the below as well as contactable references</b>		
<b>2.1 Number of similar projects completed successfully (Supply and Installation of overhead track equipment on transmission lines)</b>	20	15
<ul style="list-style-type: none"> <li>&gt; 6 =20 points</li> <li>3-5 = 15 points</li> <li>2 = 5 points</li> </ul>		
<b>3. Experience of personnel to be assigned to the project</b>		
<b>3.1 CVs to be submitted</b>	50	50
<b>3.2 Qualified erectors with C green or linesmen with A red and working at heights certificates.</b>		
<b>3.3 Experience ≥ 5 years</b>		
<b>TOTAL</b>	<b>100</b>	<b>95</b>

**NOTE: Minimum points are to be attained in each evaluation criterion stated above for a bidder to be shortlisted for this tender.**

## 2.2 Stage4- Price and B-BBEE

Evaluation criteria	Weighting
BBBEE	20
Price	80
<b>TOTAL</b>	<b>100</b>

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

Where:

$P_s$  = Score for the Bid under consideration

$P_t$  = Price of Bid under consideration

$P_{min}$  = Price of lowest acceptable Bid

### Evaluation of Preference

The minimum qualifying criterion for pricing is 80 points as per the standard Evaluation Criteria presented above.

The BBBEE component of the evaluation process is weighted at 20 points of the standard Evaluation Criteria outlined above. Bidders will be awarded points based on the level of their BBBEE status in their BBBEE Certificate issued by an approved agency certified by SANAS (Original or Certified) or affidavit signed by the Commissioner of Oath. Details of the allocation of points are as follows:

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS( 80/20 SYSTEM) BELOW R 50 MILLION
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ code

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

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

(amount in words) Incl. VAT.

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

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

## SECTION 5

### PRASA GENERAL CONDITIONS OF PURCHASE

#### General

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

#### Conditions

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

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

#### Local Content Obligations

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

#### Price and payment

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

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

#### Delivery and documents

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

Where items are to be delivered the Supplier:

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On dispatch of each consignment, sends to PRASA at the address for delivery of the items, an advice note

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

### **Containers / packing material**

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

### **Title and risk**

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

### **Rejection**

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

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

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

### **Warranty**

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

### **Indemnity**

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

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

## Assignment and sub-contracting

The 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.

In terms of **SBD 6.1** of this RFP [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the **B-BBEE status of the sub-contractor/s/Specific Goal level**. The successful respondent awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher **B-BBEE/Specific Goal**.

The successful Respondent awarded a contract will be required to submit proof of the subcontracting arrangement between themselves and the subcontractor. Proof of the subcontracting arrangement should include a subcontracting agreement.

## 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**

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<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

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.

---

<sup>2</sup> 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.

.....  
Signature.....  
Date.....  
Position.....  
Name of bidder

## SECTION 7

### B-BBEE PREFERENCE POINTS CLAIM FORM

This preference form must form part of all bids invited. It contains general information and serves as a claim for preference points for Broad-Based Black Economic Empowerment [B-BBEE] Status Level of Contribution.

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

#### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

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

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

1.4 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

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

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

1.5.1 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification

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

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

## 2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Black designated group”** has meaning assigned to it in codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.6 **“Black People”** meaning assigned to in Section 1 of Broad-Based Black Economic Empowerment Act.
- 2.7 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8 **“CIPC”** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- 2.9 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.10 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.11 **“contract”** means the agreement that results from the acceptance of a bid by an organ of

state;

- 2.12 **“co-operative”** means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)
- 2.13 **“Designated Group”** means - i) Black designated groups; ii) Black People; iii) Women; iv) people with disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)
- 2.14 **“Designated Sector”** means, sub-sector or industry or product designated in terms of regulation 8(1)(a)
- 2.15 **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.16 **“firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.17 **“functionality”** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- 2.18 **“Military Veteran”** has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011);
- 2.19 **“National Treasury”** has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 2.20 **“non-firm prices”** means all prices other than “firm” prices;
- 2.21 **“person”** includes a juristic person;
- 2.22 **“People with disabilities”** meaning assigned to it in terms of Section 1 of Employment Equity Act, 1998 (Act No. 55 of 1998)
- 2.23 **“Price”** includes all applicable taxes less all unconditional discounts.
- 2.24 **“Proof of B-BBEE Status Level of Contributor”** i) the B-BBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 2.25 **“Rural Area”** i) a sparsely populated area in which people farm or depend on natural

resources, including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.

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

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

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

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

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

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

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

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

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

### **3. ADJUDICATION USING A POINT SYSTEM**

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

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

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

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

- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### **4. POINTS AWARDED FOR PRICE**

##### **4.1 THE 80/20 PREFERENCE POINT SYSTEMS**

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

##### **80/20**

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

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

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

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

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

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

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

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

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

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

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

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

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

## 6. **BID DECLARATION**

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

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

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

## 7. **SUB-CONTRACTING**

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

(*Tick applicable box*)

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

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....?.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME.

**(Tick applicable box)**

YES		NO	
-----	--	----	--

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME <input checked="" type="checkbox"/>	QSE <input checked="" type="checkbox"/>
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

## 8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

**DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....  
.....

8.6

**COMPANY CLASSIFICATION**

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

[*TICK APPLICABLE BOX*]

8.7

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

8.8

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the
- iv) purchaser that the claims are correct;
- v) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have.
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result

of having to make less favourable arrangements due to such cancellation;

- (d) if the successful bidder subcontracted a portion of the bidder to another person without disclosing it, PRASA reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES

- 1. ....
- 2. ....

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

DATE: .....

ADDRESS .....

.....

.....

## **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### **1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

**2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

	Minimum Threshold for Local Content
<b>WIRES</b>	<b>90%</b>

**3. Does any portion of the goods or services offered have any imported content?**

**(Tick applicable box)**

YES		NO	
-----	--	----	--

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

#### **LOCAL CONTENT DECLARATION**

**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....10335692.....**

**ISSUED BY: (PRASA)**

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....  
of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SECTION 9****CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING**

<b>Request number:</b>	<b>10335692</b>
<b>Request for Proposal:</b>	SUPPLY AND INSTALLATION OF PHASE AND EATH WIRES FOR 44 KV TRANSMISSION LINE.

**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 10

### BOQ/ PRICING SCHEDULE

**Supply and installation of 212.09 mm<sup>2</sup> ACSR phase wires and 50mm<sup>2</sup> ACSR earth wires for 44kV transmission line**

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

Item No.	Description	Unit	Qty	Rate/unit (Excl VAT)	Total Price (Excl VAT)
<b>Bosman Train Station to Mitchell Relay Room</b>					
1.	Dismantling and removal of existing phase wires and all the associated works.	Sum	1	R.....	R.....
2.	Supply and installation of 212.09 mm <sup>2</sup> (18/1/3.77) ACSR phase wires along with jumpers, clamps and all the associated works. The distance between the two make-off towers is 2500m.	M	5000	R.....	R.....
3.	Supply and installation of 50mm <sup>2</sup> (6/1/3.35 ACSR) earth wires and all the associated works. This shall include the two steel galvanized brackets on top of tower 0/882 and 0/762 to hold the two earth wires.	M	250	R.....	R.....
4.	Supply and installation of 44kV composite suspension insulators and all the associated works	Each	3	R.....	R.....
5.	Supply and installation of 44kV composite tension insulators at make-off towers and all the associated works.	Each	6	R.....	R.....
6.	Supply and installation of vibration dampers and all the associated works	Each	288	R.....	R.....
7.	Transporting of removed or dismantled material from site to Rebecca Depot	Sum	1	R.....	R.....
<b>Pretoria Traction Substation</b>					
8.	Dismantling and removal of existing phase wires and all the associated works.	Sum	1	R.....	R.....
9.	Supply and installation of 212.09 mm <sup>2</sup> (18/1/3.77) ACSR phase wires along with jumpers, clamps and all the associated works. The				

	distance between the two towers is 30m	M	90	R.....	R.....
10.	Supply and installation of 50mm <sup>2</sup> (6/1/3.35 ACSR) earth wires and all the associated works.	M	140	R.....	R.....
11.	Supply and installation of 44kV composite tension insulators and all the associated works	Each	6	R.....	R.....
12.	Supply and installation of 44kV composite suspension insulators and all the associated works.	Each	3	R.....	R.....
13.	Transporting of removed or dismantled material from site to Rebecca Depot	Sum	1	R.....	R.....
14.	Hercules substation to Technikon rand train station				
15.	Dismantling and removal of existing phase wires and all the associated works.	Sum	1	R.....	R.....
16.	Supply and installation of 212.09 mm <sup>2</sup> (18/1/3.77) ACSR phase wires along with jumpers, clamps and all the associated works. The distance between Hercules substation and Technikon Rand train station is 910m	M	2730	R.....	R.....
17.	Supply and installation of 44kV composite tension insulators and all the associated works.	Each	3	R.....	R.....
18.	Supply and installation of 44kV composite suspension insulators and all the associated works	Each	6	R.....	R.....
19.	Repairing of the 44kV MOD operating mechanism and all the associated works.	Each	1	R.....	R.....
20.	Transporting of removed or dismantled material from site to Rebecca Depot	Sum	1	R.....	R.....
21.					
	<b>Total Excluding VAT</b>			R.....	
	<b>VAT @ 15%</b>			R.....	
	<b>GRAND TOTAL</b>			R.....	

## SPECIFICATION AND SCOPE OF WORK

Supply and installation of phase and earth wires for 44kV transmission line.

CIDB (Construction Industry Development Board) = 3EP and above

*(NOTE: project will be executed on alternative and direct current high voltage environment)*

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## **SCOPE OF WORK**

### **1.1 Description of work**

- 1.1.1 Supply and installation of phase and earth wires for 44kV transmission line and all the associated works.
- 1.1.2 Dismantling and removal of existing broken phase and earth wires and all the associated works.
- 1.1.3 Transporting of dismantled phase and earth wires 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 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 Pretoria substation
- 1.3.2 Between Bosman train station and Mitchell relay room

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

- 1.4.1 Supply and installation of 212.09mm<sup>2</sup> ACSR phase wires for 44kV transmission line and all the associated works.
- 1.4.2 Supply and installation of 50mm<sup>2</sup> ACSR earth wires for 44kV transmission line and all the associated works.
- 1.4.3 Dismantling and removal of existing equipment e.g. broken phase wires, earth wires, insulators, jumpers, clamps etc. 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.

## 1.5 212.09mm<sup>2</sup> ACSR wire/conductor

- 1.5.1 The wire consists of 18 aluminum conductors and 1 steel wire.  
 1.5.2 The cross-sectional area of the steel wire is 11.2 mm<sup>2</sup> and that of aluminum conductors is 200.9 mm<sup>2</sup>.  
 1.5.3 Technical data of the chickadee wire to be supplied and installed.

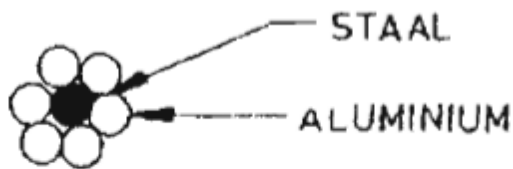


Construction and dimensions	Conductor name	Steel core				Aluminium Outer layer(s)			Total Conductor			Outer layer Lay direction	Standard drum length	Specification
		Number/ Size	dia.	area	mass	Number/ Size	area	mass	dia.	area	mass			
			mm	mm²	kg/km		mm²	kg/km	mm	mm²	kg/km			
			Nom.	Nom.	Nom.		Nom.	Nom.	Nom.	Nom.	Nom.			
	1 Steel + 18 Aluminium													
	Dingo	1 / 3.35	10.23	8.8	69	18 / 3.35	158.7	429	16.75	167.47	498	(Z) RH	3000	ASTM
	Chickadee	1 / 3.77	11.51	11.2	88	18 / 3.77	200.9	543	18.85	212.09	631	(Z) RH	3000	CAN
Pelican	1 / 4.14	12.64	13.5	106	18 / 4.14	242.3	655	20.70	255.77	761	(Z) RH	3000	CAN	
Osprey	1 / 4.47	13.65	15.7	123	18 / 4.47	282.5	764	22.35	298.17	887	(Z) RH	3000	CAN	
Kingbird	1 / 4.78	14.60	17.9	141	18 / 4.78	323.0	873	23.90	340.96	1014	(Z) RH	3000	ASTM	

Figure 1.5. 1 technical data of the chickadee wire

## 1.6 50mm<sup>2</sup> ACSR earth wire

- 1.6.1 The wire consists of 6 aluminum conductors and 1 steel wire.  
 1.6.2 The cross-sectional area of the steel wire and that of the aluminum conductors is 3.77mm<sup>2</sup>.  
 1.6.3 Technical data of the earth wire to be installed.



6/1/3,35 A C S R (50 mm<sup>2</sup>) EARTH WIRE

DIAM: 10,05 mm

MASS: 214 kg/km

ULT. STRENGTH: 18,4 kN

*Figure 1.6. 1 technical data of the earth wire*

## 1.7 44kV composite tension and suspension insulators

- 1.7.1 The rated voltage for the suspension and tension insulators to be supplied and installed shall be 44kV or higher.
- 1.7.2 The type of housing for the suspension and tension insulators shall be composite or polymeric.

## 1.8 Health and safety

- 1.8.1 The contractor shall comply with the requirements of safety legislation and regulation in all respect.
- 1.8.2 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.
- 1.8.3 The Contractor shall be responsible for providing a safety officer who will be on site for the duration of the project.
- 1.8.4 The contractor shall prepare and submit to PRASA at the start of the contract, a comprehensive safety file.
- 1.8.5 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.
- 1.8.6 The site access certificate shall only be issued (to the successful bidder) after the evaluation and approval of the safety file.
- 1.8.7 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.
- 1.8.8 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.
- 1.8.9 The contractor shall ensure that a safety representative is at site all the times.

- 1.8.10 The contractor shall make necessary arrangement for sanitation, water and electricity at site during the installation of the equipment.
- 1.8.11 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.

## **1.9 Site Book**

- 1.9.1 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.
- 1.9.2 This book (site diary) shall be used to record any unusual events during the period of the work.
- 1.9.3 Any delays to the work shall also be recorded such as delays caused by poor weather conditions, delays caused by permits being cancelled etc.
- 1.9.4 Other delays such as non-availability of equipment from third party suppliers must be communicated to Metrorail Technical Officer/Project Manager.

## **1.10 Guarantee and Defects**

- 1.10.1 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.
- 1.10.2 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.
- 1.10.3 Any defects that may become apparent during the guarantee period shall be rectified to the satisfaction of and free of costs to Metrorail.
- 1.10.4 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.
- 1.10.5 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.
- 1.10.6 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.

## **1.11 Breach of contract**

- 1.11.1 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.
- 1.11.2 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 In the event of the work being completed after the contractual completion date, the contractor shall be obliged to pay a penalty to PRASA of 10% of the contract value for each day that the work remains uncompleted.
- 2.1.2 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. Financials**

- 5.1. Payments shall be made for fully functional equipment only, that is, all work completed.
- 5.2. All prices quoted shall be fixed and firm for the duration of the contract.
- 5.3. Penalties shall be applicable for late completion of work and the rate shall be as stipulated in the contract terms and conditions for each day the completion is delayed. Terms and conditions in this contract are applicable in this regard.
- 5.4 Rates supplied in the BOQ shall be used to calculate the final payment for equipment.

## **6. Duration of the contract**

- 6.1. 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.

## **7. SHE File Check List**

**The following shall be submitted to SCM together with the quotation:**

- 7.1. Valid letter of good standing on the contractor's company name.
- 7.2. Employee list. Only employees who will be working in Metrorail's premises under this project.
- 7.3. Valid proof of medical fitness for all the employees as per the list of employees, in the form of annexure 3.
- 7.4. Training records: all training records applicable to the scope of work, e.g. working at heights certificate/s, first aid training certificates, training certificate for the safety officer, C green etc.

## **8. Occupation**

- 8.1. The contractor shall apply in writing for occupations at least 30 days before commencing with the work on site.
- 8.2. Work done by all disciplines shall be completed during these occupations in order for Metrorail to open the track for normal rail traffic.
- 8.3. 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.
- 8.4. Before the end of each occupation, the contractor will be advised in writing of the commencement time and duration of the following occupation.
- 8.5. 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.

## 11. Evaluation criteria

### Technical or functional requirements

Functionality and capabilities	Maximum points	Minimum points
<b>2. Compliance to specification</b> <ul style="list-style-type: none"> <li>Signed specification to acknowledge compliance or signed letter stating that the tenderer will comply with the specification</li> </ul>	30	30
<b>5. Similar Works/ Experience (Company) Tenderers shall provide details of the below as well as contactable references</b> <b>5.1 Number of similar projects completed successfully (Supply and Installation of overhead track equipment on transmission lines)</b> <ul style="list-style-type: none"> <li>&gt; 6 =20 points</li> <li>3-5 = 15 points</li> <li>2 = 5 points</li> </ul>	20	15
<b>6. Experience of personnel to be assigned to the project</b> <b>6.1 CVs to be submitted</b> <b>6.2 Qualified erectors with C green or linesmen with A red and working at heights certificates.</b> <b>6.3 Experience ≥ 5 years</b>	50	50
<b>TOTAL</b>	<b>100</b>	<b>95</b>

**NOTE: Minimum points are to be attained in each evaluation criterion stated above for a bidder to be shortlisted for this tender.**

