

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: 10365248

**REQUEST FOR QUOTATION (RFQ) FOR THE SUPPLY AND DELIVERY OF LIVE LINE
TESTER AND PORTABLE EARTHING CABLES.**

SECTION 1: SBD1
PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PASSENGER RAIL AGENCY (PRASA)					
BID NUMBER:	10365248	CLOSING DATE:	28.10.2025	CLOSING TIME:	12:00 (noon)
DESCRIPTION	THE SUPPLY AND DELIVERY OF LIVE LINE TESTER AND PORTABLE EARTHING CABLES.				
BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:					
BID RESPONSE DOCUMENTS MUST BE HAND DELIVERED TO UMJANTSHI HOUSE, 30 WOLMARAANS, BRAAMFONTEIN, JOHANNESBURG ON OR BEFORE CLOSING DATE.					
PLEASE ENSURE YOU SIGN SUBMISSION REGISTER					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Ali Maupa				
TELEPHONE NUMBER	011 013 0169				
E-MAIL ADDRESS	ali.maupa@prasa.com				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA.....

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

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

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

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

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

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

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER**

1.3. **PRESCRIBED IN THE BID DOCUMENT.**

1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

NB:

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

SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

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

Proposals must reach 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 utilize the following criteria in choosing a Supplier/Service Provider:

EVALUATION CRITERIA	WEIGHTING
Stage 1	Compliance
Stage 1A	Mandatory Requirements
Stage 1B	Other Mandatory Requirements
Stage 3	Price and Specific Goals
Price	80
Specific Goals	20
TOTAL	100

13 ADMINISTRATIVE RESPONSIVENESS

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

14 VALIDITY PERIOD

14.1 PRASA requires a validity period of **60 Working Days** from the closing date.

14.2 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 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), 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:

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:

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	Compliant Yes/No
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a)	Bidders to fill and sign the closing/ Submission register, failure to comply will result in disqualification.	
b)	Tenderers/Bidders shall indicate clause-by-clause compliance with this specification. This shall take the form of a separate document listing all the specifications clauses/numbers, indicating the individual statement of compliance or non-compliance.	
c)	A statement of non-compliance shall be motivated by the tenderer/bidder.	
d)	Tenderers/Bidders shall submit descriptive literature consisting of detailed technical specifications, general constructional details, and principal dimensions, together with clear illustrations of the equipment offered.	
e)	The Tenderers/Bidders shall submit a letter from the OEM - Original Equipment Manufacturer /OEM agent authorising the bidder to supply the live line testers and portable earthing cables (safety equipment) to PRASA.	

Stage 1B – Other Mandatory Requirements

If you do not submit the following mandatory documents/requirements, PRASA may request the bidder to submit the information within 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	Compliant Yes/No
a)	Completion of ALL RFQ documentation (including ALL declarations, ALL Standard Bidding Documents (SBD) and Commissioner of Oath signatures required)	
b)	Joint Venture, Consortium Agreement or Partnering Agreement/ Subcontract Agreement signed by all parties. The agreement should indicate the leading bidder (where applicable).	

c)	CSD supplier registration number	
d)	A valid and Original Tax Clearance Certificate (valid as at the closing date of this RFQ) Or supply of valid SARS Pin	

2.1 STAGE 2 - Technical / Functionality Requirements *(Not Applicable)*

Stage 3- Price and Specific Goals

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

The maximum points for this tender are allocated as follows:

DETAILS	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Acceptable evidence to be provided by bidder
At least 51% owned by Black Women	05		Certified copy of ID Documents of the Owners
B- BBEE Level 1 or 2 Contributor	05		Sworn Affidavit or B-BBEE Certificate issued by a SANAS approved agency
At least 51 % owned by Black people living in rural areas	05		Municipal /ESKOM bill or letter from Induna/Chief confirming residential address not older than 3 months
At least 51% owned by black persons with disabilities	05		Certified copies of ID Documents of the Owners and Doctor's note confirming the disability
TOTAL	20		

SECTION 4

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule.

- 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 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.

SECTION 6

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

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 consortium² 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

² 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.

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

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

- b) Either the **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- (a) Price; and
 - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.2. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

	
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	
	
	
	

SECTION 7

DESCRIPTION OF WORKS/SCOPE OF WORKS

Supply and delivery High Voltage Electrical safety tools/equipment (Live line testers) to PRASA regions.

7.1 Western Cape Region:

7.1.1 11 x Live line tester for 3kV DC application in accordance with specification BBC2076, refer to section B of this specification for technical requirements.

7.1.2 24 portable earthing devices for 3kV DC line earthing in accordance with BBF3690, refer to section B of this specification for technical requirements.

7.1.3 11 x Live line tester with a detection range of 11kV AC to 33kV AC.

- The Live line tester must be battery-powered.

7.1.4 10 x Portable earthing devices for earthing the (11kV to 33kV) AC in accordance with BBF3690.

7.1.5 **Each portable earthing device shall consist of an insulated (Clear or translucent PVC) cable fitted clamps for the rail connection and clamps/hooks for overhead line connection.**

- The minimum cross section area of the earthing cable shall be at least $50mm^2$ copper.
- The length of each portable earthing cable shall be at least 15m each.

7.1.6 Each live line tester must be equipped with a telescopic link stick (it can be one that is permanently attached to the tester or supplied separately).

7.1.7 Each equipment supplied must have a PRASA-branded carry bag.

7.2 KwaZulu Natal region

7.2.2 6 x Live line tester for 3kV DC application in accordance with specification BBC2076, refer to section B of this specification for technical requirements.

7.2.3 8 x portable earthing devices for 3kV DC line earthing in accordance with BBF3690, refer to section B of this specification for technical requirements.

7.2.4 **6 x Live line tester with a detection range of 6.6kV AC to 44kV AC.**

- The Live line tester must be battery-powered.

7.2.5 6 x Portable earthing devices for earthing the (6.6kV to 44kV) AC in accordance with BBF3690.

7.2.6 **Each portable earthing device shall consist of an insulated (Clear or translucent PVC) cable fitted clamps for the rail connection and clamps/hooks for overhead line connection.**

- The minimum cross section area of the earthing cable shall be at least $50mm^2$ copper.
- The length of each portable earthing cable shall be at least 15m each.

7.2.7 Each live line tester must be equipped with a telescopic link stick (it can be one that is permanently attached to the tester or supplied separately).

7.2.8 **Each equipment supplied must have a PRASA-branded carry bag.**

8 DURATION

The project contract will be for 6 Month from the date of award. i.e., Tenderer having acknowledged the receipt of the award letter.

9 GUARANTEE

9.1 Prasa shall be formally invited to conduct tests and visually inspect the equipment before delivery.

9.2 The material/equipment shall be subjected to a guarantee period of 24 months. The guarantee period shall commence the day it is formally handed over to and accepted by PRASA.

- 9.3 Any defects that may become apparent during the guarantee period shall be rectified to the satisfaction of PRASA at no cost to PRASA.
- 9.4 Should the contractor fail to comply with the above, Prasa is entitled to take effective replacement of the defective material. The contractor must reimburse Prasa the total cost for the replacement of materials.

10, TENDERING PROCEDURE

- 1.1. Tenderers/Bidders shall indicate clause-by-clause compliance with this specification. This shall take the form of a separate document listing all the specifications clauses/numbers, indicating the individual statement of compliance or non-compliance.
- 1.2. A statement of non-compliance shall be motivated by the tenderer/bidder.
- 1.3. Tenderers/Bidders shall submit descriptive literature consisting of detailed technical specifications, general constructional details, and principal dimensions, together with clear illustrations of the equipment offered.
- 1.4. The Tenderers/Bidders shall submit a letter from the OEM - Original Equipment Manufacturer /OEM agent authorising the bidder to supply the live line testers and portable earthing cables (safety equipment) to PRASA.
- 1.5. Failure to comply with clauses 5.1, 5.2, 5.3, and 5.4 will prevent a tenderer/bidder from consideration.

2. PENALTY

Should the Contractor fail to complete delivery on/before the stipulated completion dates, a penalty fee of R5000 per week will be charged.

3. DELIVERY

The safety tools shall be delivered as follows:

- The Western Cape Safety tools shall be delivered at Salt River PRASA Electrical Depot.
- The KZN Safety tools shall be delivered at 65 Masabalala yengwa anenue, Stamford hill, Durban station).

SECTION B: TECHNICAL REQUIREMENTS FOR BOTH AC AND DC LIVE LINE TESTERS

1.0 SCOPE

PRASA requirements for live line tester for use on 3 kV DC and for use on 6kV to 24kV AC overhead track equipment

2.0 STANDARDS AND PUBLICATIONS

2.1 Unless otherwise specified all materials and equipment supplied shall comply with latest edition of the SANS publications.

2.2 The following publication is referred to in this specification:

2.2.1 South African National Standard

SANS 61243-2 - Live working – Live line testers: Part 2: Resistive type to be used

Request For Quotation 10365248

for voltages of 1 kV to 36 kV AC.

3.0 DEFINITIONS

3.1 The live line tester or high voltage-sensing device will be referred to herein as the tester.

5.0 SERVICE CONDITIONS

5.1 The live line tester shall be designed to operate under the following environmental conditions:

Altitude : 0 to 1800 metres above sea level.

Relative humidity : 10 % to 90 %.

Ambient temperature range : Minus 10°C to plus 55°C.

Lightning density : 12 ground flashes per square kilometre per annum.

Air pollution : Heavily salt laden or polluted with smoke from industrial sources.

5.2 The equipment shall be of robust design to withstand rough handling, shock and vibration when transported in its case over extremely rough roads.

6.0 ELECTRICAL REQUIREMENTS

6.1 a) DC Tester

The tester shall detect a live line energised at a voltage between 2.3 kV and 3.9 kV DC and be safe when in direct contact with the live conductor.

6.1 b) AC Tester

The tester shall detect a live line energised at a voltage between 6kV and 24kV AC and be safe when in direct contact with the live conductors.

6.2 The insulation level of all the live parts of the tester shall be designed for a safety factor of not less than 2.5 and the live parts of the tester shall be marked with warning signs.

6.3 The tester shall not cause a flash over or breakdown between live parts of an installation or between a live part of an installation and earth.

6.4 a) The DC tester shall have a pick-up voltage of 1.10 kV DC ($\pm 5\%$).

6.4 b) The AC tester shall have a pick-up voltage of 6.6 kV AC ($\pm 5\%$).

6.5 The tester shall be constructed such that the indicator cannot be damaged or shut off as a result of a spark discharge in accordance to SANS 61243-2 clause 4.3.3.

6.6 The maximum circuit current through the tester when the rated voltage is applied to the contact electrode shall not exceed 3 mA ($\pm 5\%$).

6.7 In accordance to SANS 61243-2 clause 4.2.1.4 the tester shall not be affected in the presence of adjacent live or earthed systems. The presence of interference field shall not affect the indication when used in accordance with instructions for use.

7.0 GENERAL REQUIREMENTS

7.1 In accordance to SANS 61243-2 clause 4.1.1 the tester shall be designed and manufactured to be safe for the user, provided it is used in accordance with safe methods of work and operating instructions for use.

7.2 The tester shall have a green light indicating de-energised (voltage not present) and a red light indicating energised (voltage present) conditions respectively.

7.3 The tester shall give a continuous indication when in direct contact with a live part.

7.4 The indicators of the tester shall be clearly visible from ground level in bright daylight conditions and also be in accordance with SANS 61243-2 clause 4.2.2.1.

- 7.5 A tester with a built-in power source shall give a clear indication until the source is exhausted unless its usage is limited by an indication of non readiness or automatic shut-off as mentioned in the operating instructions.
- 7.6 The tester shall have a testing element that will indicate (check) whether the tester is ready or not ready for use in accordance to SANS 61243-2 clause 4.2.7.
- 7.7 The tester shall be safe and waterproof when used in light rain for extended periods.
- 7.8 The tester shall be designed for very high reliability and long life with minimum maintenance requirements.
- 7.9 The tester shall be able to reach a conductor height of 5.5m above rail level.
- 7.10 The tester shall be able to be used on a 170 mm² thick conductor.
- 7.11 The tester connecting leads shall be of highly flexible copper with plastic insulation.
- 7.12 The tester shall switch itself off after 2 minutes if no voltage is detected.
- 7.13 The housing for the batteries of the tester shall be constructed to prevent leaking batteries damaging the electronic parts or switching mechanisms.
- 7.14 The tester shall be fully insulated and a suspension hook shall be provided on the end of the test probe.
- 7.15 The tester shall be provided with a suitable portable carrying case. Where a separate operating stick is provided, it shall also be supplied in a portable carrying case.
- 7.16 The mass of the tester shall be such that it can be handled and operated easily by one person (male or female).
- 7.17 In the event that a rail connection is offered, tenderers shall ensure that the rail connection can be safely made when the tester is in contact with a live conductor.

8.0 MECHANICAL REQUIREMENTS

- 8.1 The tester should be vibration resistant in accordance to SANS 61243-2 clause 4.4.4.
- 8.2 The tester should be drop and shock resistant.

9.0 TESTS

- 9.1 Checking of the testing element shall be done in accordance with SANS 61243-2 clause 5.2.8.
- 9.2 The drop resistance test shall be in accordance with SANS 61243-2 clause 5.4.6.

10.0 OPERATING INSTRUCTIONS AND MANUALS

- 10.1 Each tester has to be accompanied by the manufacturer's operating instructions and manual.

11.0 ADDITIONAL INFORMATION

Tenderers shall provide the following information at the tendering stage:

- 11.1 The battery requirements of the tester and the expected service life of the batteries at 20 operations per day.
- 11.2 The maximum safe working range (voltage) of the tester.
- 11.3 Spare components recommended and availability for local repair.
- 11.4 The mass of the tester.
- 11.5 Experience in the durability of the tester during normal daily use, including weather ability and sustained insulation values.
- 11.6 The dimensions of the carrying case provided with the tester.

12.0 MARKINGS

12.1 The equipment shall be clearly marked in accordance to SANS 61243-2. Additional markings:

12.1.1 System operating voltage: - e.g. 3 kV DC only

12.1.2 Manufacturer's name, symbol and serial number.

12.1.3 Date of manufacture

12.2 The functions of all switches shall be clearly and permanently marked in English.

13.0 GUARANTEE

13.1 The tenderer shall guarantee the testers for a period of 24 months and the period shall commence on the date of delivery.

SECTION 8

BILL OF QUANTITIES

Safety Tools			
Item	Qty	Rate	Total
Live line tester for 3kV DC	17		
Portable earth device for use on 3kV DC	32		
Live line tester for use on equipment using voltage ranging from 6kV AC to 44kV AC	6		
Live line tester for use on equipment using voltage ranging from 11kV AC to 33kV AC	11		
Portable earth device for use on 6.6kV AC to 33kV AC	16		
PRASA branded carry bags (each equipment)	82		
Telescopic Link sticks (quantity depends on the solution offered)	34		
Guarantee for 24 months			
		Total (Exc.)	
		VAT (15%)	
		Total	