



prasa

PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: KZN/PRASA/2025/10/03/Q

REQUEST FOR QUOTATION (RFQ) FOR APPOINTMENT OF A SERVICE PROVIDER FOR REPAIR AND SUPPLY OF AN HR97 INTERLOCKING SYSTEM EQUIPMENT USED IN THE KZN REGION FOR 24 MONTHS AS AND WHEN REQUIRED.

SECTION 1: SBD1
PART A INVITATION TO BID

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

BID NUMBER:	KZN/RAIL/2025/10/03/Q	CLOSING DATE:	29 OCTOBER 2025	CLOSING TIME:12	00
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DESCRIPTION	REPAIR AND SUPPLY OF AN HR97 INTERLOCKING SYSEM EQUIPMENT USED IN THE KZN REGION FOR 24 MONTHS AS AND WHEN REQUIRED
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BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID **BOX NO 04** SITUATED AT (STREET ADDRESS):
65 MASABALALA YENGWA AVENUE
PRASA REGIONAL OFFICE FOYER AREA
HELPDESK
PRASA SCM
KWAZULU NATAL

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Johnson Zwane
TELEPHONE NUMBER	031 813 0102
E-MAIL ADDRESS	JZwane@metrorail.co.za

SUPPLIER INFORMATION

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

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? 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, 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 PRASA 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 PRASA before the closing hour on the date shown on SBD1 above and must be enclosed in a sealed envelope.

2 COMMUNICATION

Bidder/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 (Complaints@prasa.com) for lodging of complaints 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; and
- 3.1.6 The detailed complaint.

4 LEGAL COMPLIANCE

The successful Bidder 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 Bidder 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 RFQ 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)/works and request Bidders to re-bid on any changes;
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein; and
- 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 bidder, 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 bidder.

Should the preferred bidder 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 bidder provided that he/she/it is still prepared to provide the required goods at the quoted price.

9 LEGAL REVIEW

Proposed contractual terms and conditions submitted by a bidder 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

Bidders 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

bidder 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 Bidders. PRASA agrees that it shall only process the information disclosed by Bidders 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 Bidders or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Bidders. Similarly, PRASA requires Bidders 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 in choosing a Supplier/Service Provider:

EVALUATION CRITERIA	WEIGHTING
Stage 1 – Compliance	
Stage 1A	Mandatory Requirements
Stage 1B	Other Mandatory Requirements
Stage 2	
Technical/Functional Requirements	NOT APPLICABLE
Stage 3	
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 Bidders 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 bidder(s)' bid will be deemed to remain valid until finalization of the of award.).

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

Bidders 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 Bidders *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 Bidders are urged to ensure that these documents are returned with the quotation based on the consequences of non-submission as indicated below:

16.1. Mandatory Returnable Documents

Failure to provide Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Bidder's disqualification. Bidders 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 the following mandatory documents/requirements, your bid will be automatically disqualified.

Only bidders who comply with stage 1A will be evaluated further. **[Note: only include technical legislative requirements)**

No.	Description of requirement	
a)	Bidders to fill and sign the closing /submission register on submission of tender documents, failure to comply will result in a disqualification from the tender process. <i>Must be completed & duly signed</i>	

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 three (3) working days. Should this information not be provided, your bid proposal will be disqualified.

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

No.	Description of requirement	
a)	4.1 The contractor will be required to detail the procedure to repair the interlocking units which will consist of the following core work: <ul style="list-style-type: none">• Rewiring and assembly• Inspection of completed unit• Testing and certification of units.	
b)	The certificates of the Signal Engineer/ Technician must be attached with the tender document as this will form part of the evaluation criteria	
c)	Letter of Good Standing(COID)	
d)	Supply of valid SARS Pin	
e)	Completion of ALL RFQ documentation (includes ALL declarations)	
f)	CSD supplier registration number	

2.1 Stage 2- 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:

SECTION 4

SCOPE AND SPECIFICATION

1,SCOPE OF WORK

This agreement is needed for a period of 24 months for the repair and supply of an HR97 interlocking system equipment used in the KZN region on an as and when required basis.

2.SPECIFICATIONS

Supply and repairs needed for the following equipment, HR97 interlocking system as and when needed.

3.TRANSPORT

Delivery to the Signals Department, PRASA KZN Clairwood. This cost must be factored into the final price of each item.

4. TECHNICAL SPECIFICATIONS RELATED TO THIS PROJECT

The design for this project shall meet technical capabilities & performance requirements.

4.2 The type of equipment to be repaired is HR97 Interlocking System Equipment (Interlocking units and Data Input cards).

4.3 The repairs of interlocking units to be carried out in line with the refurbishment of geographical interlocking units' specification (BBC 5942 Version 1) attached as annexure 1

4.4 The repairs of the equipment will be carried out in phases (as and when required) to be determined by Prasa.

4.5 The contractor will be required to detail the procedure to repair the interlocking units which will consist of the following core work:

- Rewiring and assembly
- Inspection of completed unit
- Testing and certification of units.

4.6 The repair procedure will form part of the evaluation criteria.

4.7 The contract will be responsible for all the costs associated with the transport of the equipment to and from Clairwood Signal Depot. This includes the transport of relays returned during the warranty period.

4.8 All the repairs done must be certified by a qualified Signal Engineer/Technologist/Signal Technician. **The certificates of the Signal Engineer/ Technician must be attached with the tender document as this will form part of the evaluation criteria.**

5. TRANSPORT

Delivery to the Signals Department, PRASA KZN Clairwood. This cost must be factored into the final price of each item.

6. REPAIRS

All the repair work done to be recorded on a 'Test sheet'. The 'Test sheet' is to include the unit type, serial number and details of all work carried out on each unit as well as other information as requested in this document. Prasa requires that the contractor has the quality check sheets/documents in use.

7. TERMINATION OF CONTRACT

PRASA KZN reserves the right to cancel the agreement at any time during the stipulated period due to the contractor not performing according to the requirements of the agreement.

8. CONTRACT PERIOD AND VALUE:

This contract shall commence within one week of its award and will be over a period of 24 months or attaining a value of R2 000 000.00 (VAT inclusive). The contract will terminate, either when the twenty – four months or the contract value is reached, whichever comes first.

9. PRICE ADJUSTMENTS:

Prices will be fixed for the duration of the contract.

10. PRICING AND SPECIFIC GOALS

The following formula, shall be used by the Bid Evaluation Committee to allocate scores to the interested bidders:

The maximum points for this tender are allocated as follows:

	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**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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 tender 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
B-BBEE contributor status of level 1 or 2.	10		<i>BEE Certificate / Affidavit (in case of JV, only a consolidated BEE certificate will be accepted)</i>
More than 51% Owned by Black People	10		<i>CSD Report</i>
Total	20		

ENGINEERING AND TECHNOLOGY TECHNOLOGY MANAGEMENT

SPECIFICATION

REFURBISHING OF GEOGRAPHICAL INTERLOCKING UNITS.

Author: Senior Engineer
Infrastructure Engineering

L Koen

Approved: Senior Engineer
Technology Management

JP Jooste

Authorised: Chief Engineer
Engineering and Technology

GB Paverd



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1 SCOPE

This specification describes the minimum requirements for the refurbishment of geographical interlocking units.

2 APPLICABLE DOCUMENTS

Typical drawings, Wire running lists, applicable relay specifications, applicable wire specifications and applicable Spoorplan type safety unit specifications of the relevant version (amendment) of the required geographical unit as registered by Spoornet configuration management.

3 REQUIREMENTS

3.1 Documentation

- 3.1.1 Interlocking units received for refurbishment shall be controlled by Spoornet Infrastructure Engineering.
- 3.1.2 The contractor shall adhere to the documentation system as prescribed by Spoornet Infrastructure Engineering.
- 3.1.3 Spoornet Infrastructure Engineering, if necessary, shall allocate serial numbers to the units.
- 3.1.4 All required applicable documents must be obtained. The version to which the unit must be re-wired must be specified and if not specified it must be re-wired to the latest version.
- 3.1.5 The contractor shall keep records (Spoornet Infrastructure Engineering will be responsible for the format) of all units cleaned, repaired and refurbished in order to facilitate tracing of the history of such unit. Spoornet Technology Management shall approve the record keeping system.

3.2 Instruments

- 3.2.1 Digital multi meters and insulation testers shall be of a high quality and must be calibrated at least every six months by an accredited SANAS laboratory.
- 3.2.2 A tension-measuring instrument shall be used to check the tension of relay contacts.
- 3.2.3 Spoornet Technology Management shall approve all instruments

3.3 Tools

- 3.3.1 Spoornet Technology Management shall approve all tools utilised by the contractor. (e.g. soldering stations, de-soldering stations, wire strippers etc.)
- 3.3.2 Only thermal wire strippers must be used.
- 3.3.3 Temperature adjustable soldering stations must be used.
- 3.3.4 Cable tie tensioner tools must be used.

3.4 Material

- 3.4.1 Wire to be used shall be 0,5mm in diameter and the insulation shall be 0.4mm to comply with the applicable sections of the wiring specifications: CSE-1133-105 (Guideline) and CSE-1164-005 (PVC Insulated single core indoor cable).
- 3.4.2 All terminal connections shall be soldered with non-acidic solder, 60% Pb/40% Sn and with a diameter of 0.71 mm or less.

- 3.4.3 At least six different colours shall be used in a manner that facilitates tracing. The colour coding shall be the same for all units of a type according to standard wire running list. The colours of the wires connecting the contacts in the same column shall not be the same for adjacent contacts except if the adjacent contacts are connected to the same B, N, BX, CX, etc. supply.
- 3.4.4 Colour coding for the B, N, BX, CX, etc. supplies shall be according to the Siemens Spoorplan standard.
- 3.4.5 Cable ties used to tie the looms shall be between 2 and 3 mm wide and of the same colour per unit.

3.5 Personnel

- 3.5.1 The contractor must have a competent ECSA registered (Professional Engineer or Technologist) person employed with the knowledge about all the possible applications of the applicable unit in the specific interlocking (including program bridge configuration) and the reasons behind every modification made to the unit typical. This designated person must oversee and take responsibility for the units testing and quality assurance process.
- 3.5.2 Spoornet Technology Management must approve the ECSA registered person.
- 3.5.3 All drawn-up test sheets, wire running lists and Q&A checklists for refurbished safety units, must be checked, approved and authorised by the above-mentioned designated person.
- 3.5.4 Permanently employed, qualified and experienced wireman must be used for rewiring of units. The above-mentioned designated person must adjudge if a wireman is qualified with enough experience.
- 3.5.5 A qualified and experienced Engineering Technician (Signals) shall perform the visual inspections, colour code wire count according to the wire running list, tests on the test rack and tests on a model or live installation according to a full test checklist of the unit drawn up and approved by an ECSA registered person.

4.0 **REFURBISHMENT OF UNITS**

4.1 Disassembling

- 4.1.1 The unit shall be disassembled completely.
- 4.1.2 All wires shall be removed and discarded.
- 4.1.3 All relays shall be removed from the relay cradle.
- 4.1.4 All solder on the relay shall be removed by means of a de-soldering station.
- 4.1.5 Relays that are not in a good condition shall be discarded.

4.2 Refurbishment of unit casing

- 4.2.1 The casing shall be inspected for damage and repaired if possible. Replace if necessary.
- 4.2.2 The unit window shall be inspected for cracks and transparency. Replace if necessary.
- 4.2.3 All dust seals shall be replaced. The method and material, if not original, must be approved.
- 4.2.4 The metal of the unit shall be thoroughly cleaned by sand blasting.
- 4.2.5 The metal of the unit casing must be powder coated with olive green specification: Q/P Green 66/3665 to a thickness 0,08mm. The cradle shall be properly treated and spray painted only.

4.3 Cleaning of relays and contacts

- 4.3.1 The relay contacts shall be cleaned with a documented approved process.
- 4.3.2 Care must be taken that relays are not damaged during the cleaning process.
- 4.3.3 Care shall be taken to clean and where necessary adjust the latching mechanism on a mechanically latched relay.
- 4.3.4 Care must be taken that no other components but the relay contacts to be cleaned are emerged into the cleaning solution.
- 4.3.5 Contactors must be serviced and cleaned and replaced if necessary.
- 4.3.6 Corroded screws on the relay contact arm must be replaced.

- 4.3.7 The insulation tester must be used to apply 2000 Volt AC across each contact arm pair to determine if a short or potential short is present because of the contact arm wafer assembly that has shifted.
- 4.3.8 A random contact resistance test must be done and measurements shall not differ more than one decade.

4.4 Rewiring and assembly

- 4.4.1 The contact spacing plastic wafer can be used to align the relays when mounting but must be removed before wiring.
- 4.4.2 Secure the relays in place on the cradle with the correct screws and spring washers to correspond with the unit typical.
- 4.4.3 The unit shall be rewired according to the wire running list version, with wire and solder by a wireman as previously specified.
- 4.4.4 Wire strippers as previously specified must be used.
- 4.4.5 Care shall be taken that the soldering is done properly to ensure that no solder blobs or splatters are left behind.
- 4.4.6 The wiring shall be bound in looms and neatly treed off to enable easy visual inspection of the relay terminals. Enough slack shall be left in the wiring to the unit terminals and equipment mounted on the rear cover to allow opening after assembly.
- 4.4.7 Visual inspection, by at least 2 persons, for soldering waste, loose wires or any other metal objects like screws or washers that can cause unwanted short circuits, pieces of insulation or any wiring waste before the relay cradle is inserted and secured to the casing. (Bright light with magnifying glass).
- 4.4.8 Secure the relay cradle in place with the correct screws and spring washers.

4.5 Inspection of completed unit

- 4.5.1 Check that each relay is securely mounted.
- 4.5.2 Check the alignment of all relays.
- 4.5.3 Check the alignment of all contacts and contact bars.
- 4.5.4 Check that all relays have free movement of the contact assembly.
- 4.5.5 Check tension of all contacts to be at least 15gf.
- 4.5.6 Check that all contact gaps are at least 1,2mm.
- 4.5.7 Check that the relay contact terminals at the back of the relay are evenly spaced.
- 4.5.8 Check the rack pin coding of the unit against the typical or coding document.
- 4.5.9 Check that all dust seals are securely in place.
- 4.5.10 Check that all relays can be clearly identified by marking the relay itself, the unit window or a durable label on the unit above the unit window.
- 4.5.11 Check that all the correct components are installed and correctly labeled. Relay coils according to specification: current coils within range, pick, pick/pick, pick/stick, pick/force-down, etc. Measure resistor and capacitor values correct. Check that electrolytic capacitors polarity correctly installed. Diode and diode bridge values and orientation correctly installed.
- 4.5.12 A durable plate shall be riveted to the side of the unit with the serial number and amendment number engraved onto the plate.

4.6 Testing of unit

- 4.6.1 The wire count and colour-coding test must be done according to the approved checklist drawn-up from the wire running list.
- 4.6.2 The approved checklist for a manual test procedure for each separate circuit in each type of unit shall be used to do a detail test (proving the correct wiring of each separate circuit).
- 4.6.3 The test, according to the approved checklist, to ensure that no shorts between separate circuits exist must be done. Put all relay contacts involved in each separate circuit in the state to ensure continuity to the external terminal or terminals. Apply the appropriate

voltage (e.g. B60 or N60) to the applicable terminals and measure on all other terminals for the applied voltage. When a back and front contact of the same relay is used in separate circuits, the test must be done for each of the circuits in the continuity state. The first test on the checklist will always be to apply the standard supplies to the unit and check that these supplies are not measured on any voltage free separate circuits.

- 4.6.4 Check that all metal fittings are shorted to the safety unit casing (less than 0,2 ohm).
- 4.6.5 Close the unit tighten all screws with spring washers and seal the unit at the front and rear.
- 4.6.6 After full assembly an insulation test must be done by applying 2000 VAC across the unit casing and all its terminals shorted together on the cable side for one minute by means of an insulation tester.
- 4.6.7 Test according to the approved checklist functionally in all possible positions in a model or real interlocking installation for each of the following functions: Signal cleared, train normalisation, Cancellation and all possible emergency functions. A signal for example must be tested for each of the above functions when in the starter, opposing signal, destination signal, opposing signal in overlap, giving flank, transferring flank, etc position.
 A points unit must be tested in all possible positions in route (facing, trailing plus, trailing minus and OLDz) and all possible positions in flank (providing flank lying minus, providing flank lying plus, transferring flank because of a double call and transferring flank when lying facing in the flank calling direction).
 A track circuit unit must be tested in all possible positions in route (both train directions), all possible positions in overlap (both train directions), and all possible flank positions (transferring flank in both directions).
 All other special units must also be tested in all possible application positions.
- 4.6.8 A summary checklist of all the tests done and by who shall be completed signed and filed with all the checklists of tests done on this unit, for future reference. A copy of this summary checklist shall accompany the unit.

4.7 Packaging

- 4.7.1 Unit terminals must be protected by 15mm polystyrene.
- 4.7.2 The unit shall be packed in a cardboard box surrounded by 15mm polystyrene on the back, front, side, bottom and top of the unit inside the box to guard against damage during transportation.
- 4.7.3 The box shall be clearly marked on the outside to indicate type of unit, serial number and destination depot.

4.8 Inspection at delivery

- 4.8.1 All seals shall be inspected to ensure that they are complete and intact.
- 4.8.2 The unit shall be turned sideways and upside down to ensure that there is no loose objects in the unit.

5.0 **QUALITY ASSURANCE**

- 5.1 The Contractor shall have a quality/safety assurance plan in place, describing the whole refurbishment process (procedures, tasks, sequence of procedures and tasks, checklists of all tests, etc.) that must be approved by SpoorNet Technology Management. Any deviations from this quality/safety assurance plan must be submitted for re-approval.

- 5.2 One or more representatives of Spornet Infrastructure Engineering shall do sporadic checks to ensure adherence to this approved quality/safety assurance plan and the premises, facilities and test equipment according to this specification.

END OF SPECIFICATION

OBJECTIVE CRITERIA

- 3.1** Section 2(1)(f) of the PPPFA empowers an organ of state to award a tender to the highest scoring bidder unless there is an objective criteria that justify the award to another tenderer.
- 3.2** PRASA reserves the right to apply the objective criteria for this bid.
- 3.3** PRASA may award a bid to a bidder that did not score the highest points under the following circumstances:
- a) A negative track record of the bidder in other related projects;
 - b) spreading the award to bidders that have not been previously appointed;
 - c) the need to avoid concentrating awards to the previously appointed bidders.
- Prasa shall take into account the following:
- i. the number of bid(s) awarded to the highest scoring bidder(s) in the preceding financial years;
 - ii. the capacity of the highest scoring bidder(s) despite the previous appointments;
 - iii. the value and scope of the bid(s) already awarded to the highest scoring bidder(s);
 - iv. the materiality of the price difference between the highest scoring bidder and other bidders; and
 - v. whether the goods, services or works are of a specialised nature.

APPOINTMENTS OTHER THAN THE SUCCESSFUL BIDDER

- 3.4** PRASA may appoint a bidder other than the successful bidder under the following instances:
- (i) When a successful bidder, after having been informed of the acceptance of its Bid, fails to sign a contract within a prescribe period of time e.g. 14 (fourteen) days after being called upon to do so;
 - (ii) When a successful bidder has failed to provide the necessary security, bonds or guarantees within the time required to do so by PRASA;
 - (iii) When a successful bidder fails to meet a condition precedent for the award of business (e.g. to obtain the necessary funding); and
 - (iv) When final contract negotiations with a preferred bidder fails and a contract is not agreed upon.
- 3.5** PRASA will only award a bid to a bidder other than the highest scoring bidder provided that such bid is still within the bid validity period.
- 3.6** Only if the second ranked bidder is also unable/unwilling, PRASA may proceed to the third ranked bidder.

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 Bidder awarded the contract may only enter into a subcontracting arrangement with PRASA's prior approval. The contract will be concluded between the successful Bidder and PRASA, therefore, the successful Bidder 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.

PRICING, BOQ/BOM AND DELIVERY SCHEDULE

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

- 1 Prices must be quoted in South African Rand, inclusive of all applicable taxes.
- 2 Price offer is firm and clearly indicate the basis thereof.
- 3 Pricing Bill of Quantity is completed in line with schedule if applicable.
- 4 Cost breakdown must be indicated.
- 5 Price escalation basis and formula must be indicated.
- 6 To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 7 Please note that should you have offered a discounted price(s), PRASA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- 8 Respondents are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Respondent. PRASA may:
 - 8.1 Negotiate a market-related price with the Respondent scoring the highest points;
 - 8.2 If that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points;
 - 8.3 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;
 - 8.4 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFQ.

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SECTION 6

BILL OF QUANTITIES TO SUPPLY AN HR 97 INTERLOCKING UNITS (Siemens)

Item No	DESCRIPTION	UNIT	QTY	UNIT PRICE YEAR 1		UNIT PRICE YEAR 2	
				R	C	R	C
	HR 97 INTERLOCKING UNITS (Siemens)						
1	GDM (Signal Unit)	Each	1				
2	TC (Track Circuit Unit)	Each	1				
3	WM (Master Points Unit)	Each	1				
				SUB TOTAL			
				VAT			
				TOTAL			

BILL OF QUANTITIES TO REPAIR AN HR 97 INTERLOCKING UNITS (Siemens)

Item No	DESCRIPTION	UNIT	QTY	UNIT PRICE YEAR 1		UNIT PRICE YEAR 2	
				R	C	R	C
	HR 97 INTERLOCKING UNITS (Siemens)						
1	GDM (Signal Unit)	Each	1				
2	TC (Track Circuit Unit)	Each	1				
3	WM (Master Points Unit)	Each	1				
				SUB TOTAL			
				VAT			
				TOTAL			

BILL OF QUANTITIES TO SUPPLY DATA INPUT CARD (Siemens)

Item No	DESCRIPTION	UNIT	QTY	UNIT PRICE YEAR 1		UNIT PRICE YEAR 2	
				R	C	R	C
	DATA INPUT CARD (Siemens)						
1	DIO CARD	Each	1				
				SUB TOTAL			
				VAT			
				TOTAL			

BILL OF QUANTITIES TO REPAIR DATA INPUT CARD (Siemens)

Item No	DESCRIPTION	UNIT	QTY	UNIT PRICE YEAR 1		UNIT PRICE YEAR 2	
				R	C	R	C
	DATA INPUT CARD (Siemens)						
1	DIO CARD	Each	1				
				SUB TOTAL			
				VAT			
				TOTAL			

BILL OF QUANTITIES TO SUPPLY AN HR 97 INTERLOCKING UNITS (Actom)

Item No	DESCRIPTION	UNIT	QTY	UNIT PRICE YEAR 1		UNIT PRICE YEAR 2	
				R	C	R	C
	HR 97 INTERLOCKING UNITS (Actom)						
1	GD (Signal Unit)	Each	1				
2	TC (Track Circuit Unit)	Each	1				
3	WM (Master Points Unit)	Each	1				
				SUB TOTAL			
				VAT			
				TOTAL			

BILL OF QUANTITIES TO REPAIR AN HR 97 INTERLOCKING UNITS (Actom)

Item No	DESCRIPTION	UNIT	QTY	UNIT PRICE YEAR 1		UNIT PRICE YEAR 2	
				R	C	R	C
	HR 97 INTERLOCKING UNITS (Actom)						
1	GD (Signal Unit)	Each	1				
2	TC (Track Circuit Unit)	Each	1				
3	WM (Master Points Unit)	Each	1				
				SUB TOTAL			
				VAT			
				TOTAL			

BILL OF QUANTITIES TO SUPPLY DATA INPUT CARD (Actom)

Item No	DESCRIPTION	UNIT	QTY	UNIT PRICE YEAR 1		UNIT PRICE YEAR 2	
				R	C	R	C
	DATA INPUT CARD (Actom)	Each					
1	DIO CARD		1				
				SUB TOTAL			
				VAT			
				TOTAL			

BILL OF QUANTITIES TO REPAIR DATA INPUT CARD (Actom)

Item No	DESCRIPTION	UNIT	QTY	UNIT PRICE YEAR 1		UNIT PRICE YEAR 2	
				R	C	R	C
	DATA INPUT CARD (Actom)	Each	1				
1	DIO CARD			SUB TOTAL			
				VAT			
				TOTAL			

SUMMARY OF BILL OF QUANTITIES

NO	DESCRIPTION	TOTAL
1	Total for year 1	
2	Total for year 2	
	GRAND TOTAL	

_____ 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.

Supplier Signature _____

***NB: Failure to complete and sign the above confirmation will result in automatic disqualification.**

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)

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**

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:

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.

3 Bidder's declaration regarding PEPs/PIPs

PRASA requires bidders to disclose if they have Politically Exposed Persons ("PEP")² or Prominent Influential Persons ("PIP")³ and related individuals in their organisation and/or beneficial owners / shareholders who are PEP/PIP.

PRASA reserves the right not to enter into a business relationship with such person, official or entity, provided there are objective factors that justify the conclusion of such business relationship, and the decision is based on achieving the best interest of PRASA.⁴

3.1 Is the bidder a PEP/PIP? **YES/NO**

3.2 Does the bidder have an existing relationship with a PEP/PIP? **YES/NO**

3.3 Where a relationship with a PEP/PIP exists, the bidder is required to furnish particulars of the nature of the exposure, term of the office and description of activities relating to exposure, in table below.

Name of PEP/PIP & Nature of the Exposure/Influence	Term of the office	Description of activities relating to Exposure/Influence

3.4 Declaration:

I/We the undersigned _____ (Name) hereby certify that the PEP/PIP information furnished in this bid document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this bid, PRASA may disqualify our bid or terminate a contract we may have with PRASA where we are successful in this tender.

² Both foreign and domestic politically exposed person as specified in Schedule 3A and 3B of the Financial Intelligence Centre Act No. 38 of 2001 as amended. (refer to Annexure 2 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties).

³ As reflected in Schedule 3C of the Financial Intelligence Centre Act No.38 of 2001 (refer to Annexure 2.1.2 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties).

⁴ Clause 4.5 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties.

Signature

Date

Position

Name of bidder

4 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 consortium⁵ 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, 3 and 4 ABOVE IS CORRECT.

⁵ 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.

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**

(delete whichever is not applicable for this tender).

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

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

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

To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80

SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.2. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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

3.3.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 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.

11. Table 1: PRICING AND SPECIFIC GOALS

The following formula, shall be used by the Bid Evaluation Committee to allocate scores to the interested bidders:

The maximum points for this tender are allocated as follows:

	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

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
B-BBEE contributor status of level 1 or 2.	10		<i>BEE Certificate / Affidavit (in case of JV, only a consolidated BEE certificate will be accepted)</i>
More than 51% Owned by Black People	10		<i>CSD Report</i>
Total	20		

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:

.....

.....

.....

.....