



prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: 10336429

**REQUEST FOR QUOTATION (RFQ) FOR THE : SUPPLY AND INSTALLATION OF
OVERHEAD TRACK EQUIPMENT AT ELANDSFONTEIN YARD.**

SITE BRIEFING : ELANDSFONTEIN STATION

DATE : 25 JANUARY 2023 @ 14:00

SECTION 1: SBD1

PART A INVITATION TO BID

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

BID NUMBER:	...10336429.....	CLOSING DATE:	...01 FEBRUARY 2023.....	CLOSING TIME:10:00
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DESCRIPTION
**SUPPLY AND INSTALLATION OF OVERHEAD TRACK
EQUIPMENT AT ELANDSFONTEIN YARD.**

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

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

CNR LEYDS & SIMMONDS STREET

BRAAMFOONTEIN

JOHANNESBURG

2000

Emailed to: .ali.maupa@prasa.com

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	ALI MAUPA
TELEPHONE NUMBER	011 013 0169
E-MAIL ADDRESS	Ali.Maup@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..... ..
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE STATUS SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

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



SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

NB:

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

SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

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

Proposals must reach the PRASA before the closing hour on the date shown on SBD1 above, and must be enclosed in a sealed envelope.

2 COMMUNICATION

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

3 BIDDERS COMPLAINTS PROCESS

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

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

4 LEGAL COMPLIANCE

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

5 CHANGES TO QUOTATIONS

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

6 PRICING

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

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7 BINDING OFFER

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

8 DISCLAIMERS

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

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

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

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

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

9 LEGAL REVIEW

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

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. PRASA is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with

no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

11 PROTECTION OF PERSONAL DATA

In responding to this bid, PRASA acknowledges that it may obtain and have access to personal data of the Respondents. PRASA agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

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

12 EVALUATION METHODOLOGY

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

EVALUATION CRITERIA	WEIGHTING
Stage 1 – Compliance	
Stage 1A	Mandatory Compliance
Stage 1B	Basic / Other Mandatory Compliance
Stage 2	
Technical/Functional Requirements	Threshold of 70%
Stage 3	
Price	80
BBBEE	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**90**.....**Working Days** from the closing date.

14.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the delegated authority has approved the process the

validity of the successful respondent(s)' bid will be deemed to remain valid until finalization of the 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:

Bidders for this project shall be evaluated in terms of their business credentials, financial standing, empowerment, technical capacity and experience. The evaluation committee shall use the following Evaluation Criteria depicted in the table below. For the selection of the preferred bidder that shall render construction work for the project.

Table 1: Evaluation criteria for the selection of a potential bidder

EVALUATION CRITERIA	WEIGHTING
Stage 1	Compliance
Compliance	Compliance
Stage 2	Technical/Functionality

Technical/Functional Requirements	Threshold of 70%
Stage 3	Price and BBBEE
Price	80
BBBEE	20
TOTAL	100

The details of the stages outlined in table 1 above are presented in following sections below.

STAGE 1: COMPLIANCE REQUIREMENTS

Bidders shall comply with the following requirements and failure to comply will lead to immediate disqualification.

Stage 1A- Mandatory Requirements

Failure to submit the following documents will lead to disqualification of the proposal:

Table 2: Compliance Mandatory Requirements

No.	DESCRIPTION OF REQUIREMENT	
a.	Completion of ALL RFT documentation (includes ALL declarations, project specifications and Commissioner of Oath signatures required).	The
b.	Proof of CIDB Registration 3EP or higher	
c.	Proof of CSD Registration	

following basic compliance documents shall be made available within seven (7) days of award (by the successful bidder) should they not form part of the submission, failing which will result in the award being rescinded.

Table 5: Compliance Requirement

No.	Description of requirement	
a)	Letter of Good Standing: COID	
b)	Tax Clearance Certificate (valid as at the closing date of this RFT) Or supply SARS Pin	
c)	Company registration documents	
d)	Certified copies of Directors' ID documents not older than three months	
e)	Proof of UIF registration;	

NB: Bidders shall submit proof of their B-BBEE status level, bidders failing to submit proof

of their B-BBEE status level or are non-compliant may not be disqualified but will score 0 points

STAGE 2: Technical / Functionality Requirements

Qualifying bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is 70% as per the standard Evaluation Criteria presented in table 4 below. Bidders who score below this minimum requirement shall not be considered for further evaluation in stage 3.

Details of the technical/functional requirements are presented in the table 3 below.

Table 11: Technical Evaluation Criteria

ITEM	CRITERIA	WEIGHT / SCORING
1	Organizational Experience	40
2	Qualifications and Experience of key personnel	30
3	Project program (Work plan)	10
4	Project Approach and Methodology	20
	TOTAL	100

Technical / Functionality Requirements

Details of the scoring methodology presented above are outlined in Table 6.

NOTE: The Technical or Functionality criteria must be guided by the project scope of works and area of focus.

Table 7: technical Scoring Methodology

CRITERIA	WEIGHT	SCORES
Organizational Experience (N.B. Provide for each successfully completed project/s in the following sequence: Copy of an appointment letter/s(on a company letterhead), description of the project, Client name, Client. Contact (i.e., email and office number), Project start date, project end date, extension of time where applicable, contract value inclusive of VAT.	40	Score will be based on successfully executed and completed similar projects in the installation of 3 kV OHTE in the last fifteen (15) years from the presented details in the tender document. 1: Zero (0) Similar Projects/non-submission/incomplete submission= 0 2: 1 Similar project = 8 points

<p>Furthermore, attach completion certificate signed by client or letter from the client confirming successful completion of the project.)</p>		<p>3: 2 Similar projects =16 points</p> <p>4: 3 Similar projects= 28 points</p> <p>5: 4 Similar projects = 34 points</p> <p>6: 5 and above Similar projects=40 points</p> <p>N.B. A minimum 70% is to be attained on each evaluation criteria stated above for a bidder to be evaluated further.</p>
<p>Qualifications and Technical Experience (based on Submitted CVs) of Key Staff</p> <ul style="list-style-type: none"> • Project Engineer (PE)/Project Manager (PM), • Site Supervisor (SP) • Traction Linesman (TM) <p>(N.B. Provide copies of original qualifications and certificates of professional bodies. The copies must be certified by commissioner of oath. The date on the stamp shall be three months or less old, before the closing date of the tender. Please provide SAQA accredited qualification.</p> <p>(Linesman qualification shall be Category A-Red)</p> <p>Evaluation will be done on all 3 personnel and maximum points shall be obtained on all 3.</p>	<p>30</p>	<p>Detailed CVs of the team members who will be used in completing the works. Years of experience should be related to 3kV DC OHE system installation.</p> <p>1: No information provided/Unrelated experience submitted/less than 5 years' experience on all the Skills = 0 points</p> <p>2: Only 1 Key Staff personnel have minimum 5 years related experience = 6 points</p> <p>3: Only 2 Key Staff personnel have minimum 5 years related experience = 18 points</p> <p>4: All 3 Key Staff personnel have minimum 5 years related experience =30 points</p> <p>N.B. Each must have a minimum of 5 years and a minimum 70% is to be attained on each evaluation criteria stated above for a bidder to be evaluated further.</p>
<p>Project program (Work plan)</p>	<p>10</p>	<p>Score will be allocated for MS Project</p>

(N.B. Provide project schedule in MS projects that meets the client's timeline requirements and the schedule to cover the following key Milestones:

- Completion of safety file
- Site Establishment
- Procurement of material and all services
- Actual construction activities.
- Final works completion
- Maximum project Duration of eight (8) Months.

The overall schedule should clearly indicate sequencing of activities with clear understanding of scope.

Schedule provided

- 1: No information provided = **0 points**
- 2: Inadequate/ unrelated project schedule provided = **2 points**
- 3: Project schedule provided but no detailed activities indicated = **4 points**
- 4: Project schedule provided with activities indicated on the program aligned with the preferred duration of the project; = **7 points**
- 5: Project schedule provided with activities indicated on the program aligned with preferred duration of the project, showing the sequence of activities (i.e., Baseline and critical path) = **8 points**
- 6: Project schedule provided with activities indicated on the program aligned with the preferred duration of the project, showing the sequence of activities (i.e., Baseline and critical path), clear understanding of the scope of work and site challenges addressed = **10 points**

N.B Minimum 70% is to be attained on each evaluation criteria stated above for a bidder to be evaluated further.

2.1 Stage4- Price and B-BBEE

Evaluation criteria	Weighting
BBBEE	20
Price	80
TOTAL	100

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

Where:

P_s = Score for the Bid under consideration

P_t = Price of Bid under consideration

P_{min} = Price of lowest acceptable Bid

Evaluation of Preference

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

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

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

SECTION 4

PRICING AND DELIVERY SCHEDULE

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

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

- 10 if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points;
- 11 if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points;
- 12 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFQ.
- 13 if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFQ.

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

_____ code

(Full address) conducting business under the style or title of:
_____ represented by:
_____ in my capacity

as:

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

_____ (amount in words) Incl. VAT.

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

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

SECTION 5

PRASA GENERAL CONDITIONS OF PURCHASE

General

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

Conditions

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

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

Local Content Obligations

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

Price and payment

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

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

Delivery and documents

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

Where items are to be delivered the Supplier:

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On dispatch of each consignment, sends to PRASA at the address for delivery of the items, an advice note specifying the means of transport, weight, number of volume as appropriate and the point and date of dispatch; Sends to PRASA a detailed priced invoice as soon as is reasonably practical after dispatch of the items, and states on all communications in respect of the order the order number and code number (if any).

Containers / packing material

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

Title and risk

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

Rejection

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

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

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

Warranty

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

Indemnity

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

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

Assignment and sub-contracting

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

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

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

Governing law

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

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**

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any

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.

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 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.

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.

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

SECTION 7

B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

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

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

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

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

1.4 Preference points for this bid shall be awarded for:

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

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

	POINTS

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

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

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

2. DEFINITIONS

2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

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

2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “**Black designated group**” has meaning assigned to it in codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

2.6 “**Black People**” meaning assigned to in Section 1 of Broad-Based Black Economic Empowerment Act.

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

2.8 “**CIPC**” means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.

- 2.9 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.10 **“consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.11 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.12 **“co-operative”** means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)
- 2.13 **“Designated Group”** means - i) Black designated groups; ii) Black People; iii) Women; iv) people with disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)
- 2.14 **“Designated Sector”** means, sub-sector or industry or product designated in terms of regulation 8(1)(a)
- 2.15 **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.16 **“firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.17 **“functionality”** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- 2.18 **“Military Veteran”** has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011);
- 2.19 **“National Treasury”** has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 2.20 **“non-firm prices”** means all prices other than “firm” prices;
- 2.21 **“person”** includes a juristic person;
- 2.22 **“People with disabilities”** meaning assigned to it in terms of Section 1 of Employment Equity Act, 1998 (Act No. 55of 1998)

- 2.23 **“Price”** includes all applicable taxes less all unconditional discounts.
- 2.24 **“Proof of B-BBEE Status Level of Contributor”** i) the B-BBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 2.25 **“Rural Area”** i) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.
- 2.26 **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.27 **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.28 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.29 **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.30 **“Township”** means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994
- 2.31 **“Treasury”** meaning assigned to it in Section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
- 2.32 **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.33 **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

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

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

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

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

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

- 5.3 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances PRASA would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.
- 5.4 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.
- 5.5 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating a Verification Agency accredited by SANAS.
- 5.6 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

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

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

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

6. **BID DECLARATION**

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

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

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

7. **SUB-CONTRACTING**

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

(***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

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

- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety

- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the
- iv) purchaser that the claims are correct;
- v) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been

fulfilled, the purchaser may, in addition to any other remedy it may have.

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) if the successful bidder subcontracted a portion of the bidder to another person without disclosing it, PRASA reserves the right to penalise the bidder up to 10 percent of the value of the contract;
- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....

SECTION 8

CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING

Request number:	10336429
Request for Proposal:	SUPPLY AND INSTALLATION OF OVERHEAD TRACK EQUIPMENT AT ELANDSFONTEIN YARD.

Attendance

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

THUS DONE and SIGNED at _____ on this _____ day of _____

_____ for / on behalf of PRASA

_____ Designation

Acknowledgement

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

THUS DONE and SIGNED at _____ on this _____ day of _____

DULY AUTHORISED SIGNATORY(IES) WITNESSES

1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

SECTION 9

Bill of Quantities

ELANDSFONTEIN BAY LINES - line 1,2 and 3

Item No.	Description	Unit	Qty	Rate/unit (Excl. VAT)	Total Price (Excl. VAT)
1.	Remove and transport old material to Driehoek stores, Germiston	sum	1		
2.	Supply and install Contact wire 161 mm ² Cu	M	3000		
3.	Supply and install Tiger wire	M	3000		
4.	Supply and install steady arm complete (including insulators, attachments and all the accessories)	set	50		
5.	Supply and install suspension insulators	each	50		
6.	Supply and install Nylon /tiger clips	each	700		
7.	Supply and install Contact clips	each	700		
8.	Supply and install Stainless stell droppers	each	700		
9.	Supply and install C Jumpers including parallel clamps (two C jumpers per span)	each	150		
10.	Supply and install Mast to rail bonds	each	10		
11.	Supply and install Make offs (complete with all accessories)	each	6		
12.	Supply and install Goose neck	each	2		
13.	Supply and install long hockey sticks	each	6		
14.	Supply and install cantilever	each	1		
15.	Supply and install knuckles	each	10		
16.	Supply and install section insulators	each	3		
17.	Supply and install track switch (including the jumpers to connect from the substation supply and accessories)	Each	1		
18.	Supply and install pull off cross span	each	2		
19.	Supply and install bridge cross span	set	2		
Sub Total Excl. Vat					
VAT (15%)					
Total					

SCOPE OF WORK AND SPECIFICATIONS

Supply and installation of Overhead Track Equipment at Elandsfontein Yard

GENERAL

DESCRIPTION OF WORK

The works is:

- 1.1.1. Supply, installation, and testing of OHTE in the Elandsfontein yard.

DRAWINGS AND SPECIFICATIONS

1.2. TRANSNET/ PRASA SPECIFICATIONS

1.2.1.BBB2141	Lightning Arrestor on 3kV DC Cantilever Structure
1.2.2.BBB3569	Symbols
1.2.3.BBC1678	Bonding on All Types of Rails
1.2.4.CEE 0038.87	Compression Fittings on Stranded Aluminium Conductors
1.2.5.CEE0045.2002-1	Painting of Electrification Steelwork
1.2.6.CEE 0057.90	Supply of Cables
1.2.7.CEE 0059.84	Earthing and Bonding 3KV DC Electrification
1.2.8.CEE 0128.85	Maintenance of 3kV DC Electrification
1.2.9.CEE 0177.86	Earth Systems for Electric Light and Power and Traction Installations
1.2.10. CEE 0183 IS 2002	Hot-dip Galvanizing and Painting of Electrification Steelwork
1.2.11. BBD 7267	Specification for grooved copper-magnesium contact wire for electrical traction purposes
1.2.12. CEE241	Installation of Contact wire
1.2.13. BBH2161	Requirements for 160 square millimeter All Aluminium Jumper Conductor
1.2.14. BBH 2164	Typical layout of FCC's and C-Jumper
1.2.15. CEE TPB 3	Termination
1.2.16. BBB 6017	Rail and Mast bond Fasteners
1.2.17. BBB2141	Lightning Arrestors Arrangement on 3kV DC Cantilever Structures

1.2.18.	BBB2144	Components. Lightning arrestor arrangement on 3kV DC Cantilever Structure
1.2.19.	CEE TMGC 14	Push pull Offs
1.2.20.	CEE TMF 106	Vertical Member drawings
1.2.21.	CEE-TW-646	Mast pole numbering
1.2.22.	BBB2141	Lightning Arrester on 3kV DC Cantilever Structure

EQUIPMENT SPECIFICATIONS:

WIRE WORKS

- 2.1.1 Any conductors supplied as supplementary to the existing system shall match the existing unless specified otherwise. New make-off wiring shall be spliced onto the existing wiring where new termination structures are required. Standard conductor sizes are:
 - 2.1.1.1 Contact wire: 161 mm² copper wire shall be supplied in continuous lengths of 1830 meter accordance with BBD 7267 Version 2 and installed in accordance with CEE 241.
 - 2.1.1.2 Catenary wire: 160mm² Aluminium Conductor Steel Reinforced (ACSR).
 - 2.1.1.3 Dropper wire: shall be the stainless-steel type.
- 2.1.2 All terminations shall comply with Drawing CEE-TPB-3.

INSULATORS

- 2.2.1 All insulators shall be replaced with the vandal proof type.
- 2.2.2 All such new Insulators shall be of the silicone composite type, adequately rated for the specific voltage and have an ultimate mechanical strength in tension of not less than 54kN, and to SANS standards. The minimum creepage path shall be 450 mm.

EQUIPMENT AT BRIDGES

- 2.3.1 All existing bridge cross spans shall be replaced. This work shall include the following:
 - 2.3.1.1 Replacement of all insulators (composite).
 - 2.3.1.2 Replacement of cross span wiring (Live and Earth cross-spans). All turnbuckles and

Crosby's shall be stainless steel.

2.3.1.3 Replacement of all steel supports (including brackets at steel bridges).

2.3.1.4 Greasing of equipment.

2.3.1.5 Replacement of bolts and plates.

2.3.1.6 Re-instating bonds and all OHTE and transmission line components.

EARTHING, BONDING AND SURGE SUPPRESSION

2.4.1 Before any welding connection, the surface(s) shall be thoroughly prepared as per detailed instructions to ensure a strong and continuous bond. The galvanizing of the structures shall be removed with a grinder, and the surface where the exothermic weld is to be performed should be thoroughly cleaned.

2.4.2 The area where the galvanizing was removed shall be treated with zinc spraying, hot – patch soldering, or coated with zinc-rich paint complying with the requirements of SABS 920.

2.4.3 All welded joints shall be “hammer tested” to ensure that the mechanical strength of the joints is sound. Welded joints shall also be painted.

2.4.4 PRASA's Technical Officer shall inspect and approve the work before any Grading Ring is covered by soil.

2.4.5 Rail continuity Bonds – All joints in the rail shall be bonded with 4 x 96 mm² PVC sheeted steel cables. The continuity bonds shall be bolted to the web of the rail using the Expanding collar system. The ends of the bonds shall have lugs crimped to it, which shall then be fastened to the rail using the Expanding collar system.

2.4.6 Cross bonds – are applied between various tracks that share the return current. It consists of a 96 mm² PVC sheeted composite bond that is fastened to the web of the rail using the Expanding collar system. Cross bonds shall be provided at intervals not exceeding 500 m.

2.4.7 Mast to rail bonds – shall exist in spacing not exceeding 350 m (5 spans). They shall consist of a 2x 96 mm² PVC sheeted bond that is fastened with WAM Stud and Lug to the mast and fastened to the web of the rail using the Expanding collar system. The end bolted to the rail shall have a lug crimped to it, which shall be fastened to the rail with a WAM stud. Where no earth wire is connected to the mast, 4 Mast to rail bonds shall be provided.

2.4.8 Switch Structure – shall be provided with double mast to rail bonds of 96 mm² PVC sheath steel cable.

2.4.9 The bridges may not be connected directly to the “traction earth wire” or to “rail” but shall be connected to rail via spark gap at 2 separate positions. Furthermore, the “dead” side of the 3kV DC insulators shall be insulated from the structure either by means of an

additional disc insulator or insulating pads, bushes or washers between the insulator support bracket and the fixing bolts, the insulator support brackets then being connected to rail either directly or via a common earth wire, with two earth paths. Where only one earth cross span exists, a second shall be installed. The earth conductor protecting each set of “live” cross-spans shall be so arranged as to provide a ring connection with dual connections for every earth point.

2.4.10 Spark gaps to be supplied as per specification BBB1616 and installed as indicated on drawing CEE-TU-100.

2.4.11 A 95mm² composite cable shall be supplied and installed for all mast to rail bonds. Rail bonding fasteners shall comply with BBB6017.

2.4.12 Lightning arrestors compliant to specification BBB2141 shall be supplied and installed as per specification BBB2144.

SMALL PART COMPONENTS (SPC)

2.5.1 The contractor shall supply and install the following small parts in accordance with the specifications as indicated:

2.5.2 Push Pull Offs shall be to Drawing CEE-TMGC-14

2.5.3 Cross Spans to DB's shall be to Drawing CEE-TMGC-13

2.5.4 Vertical members shall be to CEE-TMF-106.

2.5.5 Cross arms: Intermediate transmission line X-arms shall be to Drawing CEE-TPF-4

2.5.6 The Contractor shall allow for the clamping brackets (back-straps) to be modified (i.e., extended) to include a 14 mm ø hole for bonding cable.

2.5.7 Shop drawings of all the SPC shall be required for approval prior to manufacture.

SAFETY

3.1 The Contractor shall comply with requirements of safety legislations and regulations in all respects.

3.2 All drivers shall be in possession of valid driver's licenses and Public Drivers Permits (PDP) where applicable. Crane operators will be required to have a valid Crane Operator's certificate. All vehicles shall be roadworthy.

3.3 The Contractor shall be responsible for all protective clothing and –equipment for his employees. All employees required to climb structures shall be issued with suitable harnesses.

3.4 The contractor shall be responsible for security of personnel and material onsite as well as during transit.

- 3.5 All work shall always comply with the E7/1 Specification attached hereto.
- 3.6 Normal protection measures in accordance with the Protection Manual shall apply.
- 3.7 An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Contractor and implemented before any work commences. This procedure shall be updated whenever the need arises, and any changes shall be communicated to all employees on a works site before work proceeds.
- 3.8 It is the requirement of this contract that the contractor should provide PRASA with a detailed safety plan prior to being issued with a site access certificate, in accordance with the latest version of the OHS Act and the SPK7 and the E4E.

PRICING AND THE WORKS.

- 4.1 The contractor is required to provide firm prices/ rates for material and labor for the duration of the contract.
- 4.2 The contract period shall be inclusive of the delivery and installation period as well as an additional period of at least one year starting from the date of acceptance by the client of the last unit.
- 4.3 The costs for normal servicing shall be reflected separately and shall be paid quarterly for the duration of the service period.
- 4.4 The contractor shall make provision for the costs (direct or otherwise) associated with works on, over or adjacent to railway lines. The Contractor is advised to study the requirements of the SPK 7/1 and ensure that all works can be completed in accordance with these requirements.
- 4.5 The contract offer shall be based on the rates as indicated in the bill of quantities. The quantities shall be agreed during construction per section.

PENALTIES

- 5.1 If the Contractor fails to complete the Services within the time stipulated in this Contract for completion of Services or a part or portion of Services, the Contractor shall be liable to the Employer for an amount calculated at 0.3% of

the Contract Price per delayed Day per order, which shall be paid for every Day which shall elapse between the time for due completion and completion of the relevant Services. However, the total amount due under this sub-clause shall not exceed the maximum of 10% of the Contract Price.

- 5.2 The imposition of such penalty shall not relieve the Contractor from its obligation to complete Services or from any of its obligations and liabilities under the Contract,
- 5.3 PRASA may set off or deduct from the fees due to the Contractor any penalty amounts due and owing by the Contractor in terms of clause 5.1

COMMISSIONING TESTS AND COMPLETION

- 6.1 Designated PRASA personnel, in conjunction with the Contractor, shall carry out the final commissioning test. The Contractor shall carry out any remedial work, if necessary.

Construction Related Security MANDATORY SECURITY REQUIREMENTS

- 7.1.1. All security companies used by the Contractor shall be PSIRA registered with valid letter of good standing.
- 7.1.2. Security personnel shall all be PSIRA registered with a clear criminal record no criminal pending cases and preferably be sourced from the local community.
- 7.1.3. All personnel employed by the Contractor including sub-contractors shall have undergone a Health and Safety Induction.
- 7.1.4. Permits to work (in line with Covid-19 regulations) shall be issued at the cost of the contractor to all personnel on that shall be signed and stamped by the authorized PRASA Official responsible for Risk Management.
- 7.1.5. The security to be provided by the contractor shall be responsible for both the appointed contractor's assets and PRASA's assets on site until the site is handed over to PRASA. A list of all functioning equipment that do not form part of this scope of work will be shared with the successful bidder and shall be signed off by both the successful bidder and PRASA's representative.
- 7.1.6. PRASA assets that shall be guarded by the contracted security includes

Permanent way assets, All Train Authorisation on track elements, all train stations (with all assets included) along the section and all functioning equipment along the corridor.

- 7.1.7. Any lost or stolen material shall be replaced by the contractor at his own cost.
- 7.1.8. The contractor shall provide on-site security for personnel and material stock and should ensure that patrols are in place at the section handed over to the contractor and until the completed work is handed over to PRASA. No claims of material or losses shall be lodged with the client for stolen goods during the construction before the completed work is handed over to PRASA.
- 7.1.9. Furthermore, it is the contractor's responsibility to ensure that valuable metal i.e., copper is adequately protected while in transit to and from site.
- 7.1.10. The contractor shall make sure that all material removed from site is quantified, counted, logged in the site diary and that it is co-signed by a PRASA representative on site before it is removed from site.
- 7.1.11. Scrap metal removed from the section shall be adequately protected until it is delivered to PRASA's stores.
- 7.1.12. PRASA reserves the right to conduct ad-hoc inspections to ensure Compliance

EVALUATION CRITERIA

8.1 Bidders for this project shall be evaluated in terms of their business credentials, financial standing, empowerment, technical capacity and experience. The evaluation committee shall use the following Evaluation Criteria depicted in the table below. For the selection of the preferred bidder that shall render construction work for the project.

Table 1: Evaluation criteria for the selection of a potential bidder

EVALUATION CRITERIA	WEIGHTING
Stage 1	Compliance
Compliance	Compliance
Stage 2	Technical/Functionality
Technical/Functional Requirements	Threshold of 70%
Stage 3	Price and BBBEE

Price	80
BBBEE	20
TOTAL	100

The details of the stages outlined in table 1 above are presented in following sections below.

STAGE 1: COMPLIANCE REQUIREMENTS

Bidders shall comply with the following requirements and failure to comply will lead to immediate disqualification.

Stage 1A- Mandatory Requirements

Failure to submit the following documents will lead to disqualification of the proposal:

Table 2: Compliance Mandatory Requirements

No.	DESCRIPTION OF REQUIREMENT	
d.	Completion of ALL RFT documentation (includes ALL declarations, project specifications and Commissioner of Oath signatures required).	The
e.	Proof of CIDB Registration 3EP or higher	
f.	Proof of CSD Registration	

following basic compliance documents shall be made available within seven (7) days of award (by the successful bidder) should they not form part of the submission, failing which will result in the award being rescinded.

Table 5: Compliance Requirement

No.	Description of requirement	
a)	Letter of Good Standing: COID	
b)	Tax Clearance Certificate (valid as at the closing date of this RFT) Or supply SARS Pin	
c)	Company registration documents	
d)	Certified copies of Directors' ID documents not older than three months	
e)	Proof of UIF registration;	

NB: Bidders shall submit proof of their B-BBEE status level, bidders failing to submit proof of their B-BBEE status level or are non-compliant may not be disqualified but will score 0 points

STAGE 2: Technical / Functionality Requirements

Qualifying bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is 70% as per the standard Evaluation Criteria presented in table 4 below. Bidders who score below this minimum requirement shall not be considered for further evaluation in stage 3.

Details of the technical/functional requirements are presented in the table 3 below.

Table 11: Technical Evaluation Criteria

ITEM	CRITERIA	WEIGHT / SCORING
1	Organizational Experience	40
2	Qualifications and Experience of key personnel	30
3	Project program (Work plan)	10
4	Project Approach and Methodology	20
	TOTAL	100

Technical / Functionality Requirements

Details of the scoring methodology presented above are outlined in Table 6.

NOTE: The Technical or Functionality criteria must be guided by the project scope of works and area of focus.

Table 7: technical Scoring Methodology

CRITERIA	WEIGHT	SCORES
<p>Organizational Experience</p> <p>(N.B. Provide for each successfully completed project/s in the following sequence: Copy of an appointment letter/s(on a company letterhead), description of the project, Client name, Client. Contact (i.e., email and office number), Project start date, project end date, extension of time where applicable, contract value inclusive of VAT.</p> <p>Furthermore, attach completion certificate signed by client or letter from the client confirming successful completion of the project.)</p>	40	<p>Score will be based on successfully executed and completed similar projects in the installation of 3 kV OHTE in the last fifteen (15) years from the presented details in the tender document.</p> <p>1: Zero (0) Similar Projects/non-submission/incomplete submission= 0</p> <p>2: 1 Similar project = 8 points</p> <p>3: 2 Similar projects =16 points</p> <p>4: 3 Similar projects= 28 points</p> <p>5: 4 Similar projects = 34 points</p>

		<p>6: 5 and above Similar projects=40 points</p> <p>N.B. A minimum 70% is to be attained on each evaluation criteria stated above for a bidder to be evaluated further.</p>
<p>Qualifications and Technical Experience (based on Submitted CVs) of Key Staff</p> <ul style="list-style-type: none"> • Project Engineer (PE)/Project Manager (PM), • Site Supervisor (SP) • Traction Linesman (TM) <p>(N.B. Provide copies of original qualifications and certificates of professional bodies. The copies must be certified by commissioner of oath. The date on the stamp shall be three months or less old, before the closing date of the tender. Please provide SAQA accredited qualification.</p> <p>(Linesman qualification shall be Category A-Red)</p> <p>Evaluation will be done on all 3 personnel and maximum points shall be obtained on all 3.</p>	30	<p>Detailed CVs of the team members who will be used in completing the works. Years of experience should be related to 3kV DC OHTE system installation.</p> <p>1: No information provided/Unrelated experience submitted/less than 5 years' experience on all the Skills = 0 points</p> <p>2: Only 1 Key Staff personnel have minimum 5 years related experience = 6 points</p> <p>3: Only 2 Key Staff personnel have minimum 5 years related experience = 18 points</p> <p>4: All 3 Key Staff personnel have minimum 5 years related experience = 30 points</p> <p>N.B. Each must have a minimum of 5 years and a minimum 70% is to be attained on each evaluation criteria stated above for a bidder to be evaluated further.</p>
<p>Project program (Work plan)</p> <p>(N.B. Provide project schedule in MS projects that meets the client's timeline requirements and the schedule to cover</p>	10	<p>Score will be allocated for MS Project Schedule provided</p> <p>1: No information provided = 0 points</p> <p>2: Inadequate/ unrelated project schedule provided = 2 points</p>

<p>the following key Milestones:</p> <ul style="list-style-type: none"> • Completion of safety file • Site Establishment • Procurement of material and all services • Actual construction activities. • Final works completion • Maximum project Duration of eight (8) Months. <p>The overall schedule should clearly indicate sequencing of activities with clear understanding of scope.</p>	<p>3: Project schedule provided but no detailed activities indicated =4 points</p> <p>4: Project schedule provided with activities indicated on the program aligned with the preferred duration of the project; = 7 points</p> <p>5: Project schedule provided with activities indicated on the program aligned with preferred duration of the project, showing the sequence of activities (i.e., Baseline and critical path) = 8 points</p> <p>6: Project schedule provided with activities indicated on the program aligned with the preferred duration of the project, showing the sequence of activities (i.e., Baseline and critical path), clear understanding of the scope of work and site challenges addressed =10 points</p> <p>N.B Minimum 70% is to be attained on each evaluation criteria stated above for a bidder to be evaluated further.</p>
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