



REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: KZN/RAIL/2025/03/03/Q

**REQUEST FOR QUOTATION (RFQ) FOR THE APPOINTMENT OF A SERVICE PROVIDER
FOR THE REPLACEMENT OF OHTE MAST POLES IN UMLAZI AND SOUTH COAST LINES
FOR THE KZN REGION**

COMPULSORY MEETING:

DATE: 20 MARCH 2025

TIME: 10H00

VENUE: PRASA, 65 Masabalala Yengwa Avenue, Greyville, 4001, Durban Station, ROOF LEVEL
ENTRANCE

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/2025/03/03/Q	CLOSING DATE:	27 MARCH 2025	CLOSING TIME:	12H00
DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER FOR THE REPLACEMENT OF OHTE MAST POLES IN UMLAZI AND SOUTH COAST LINES FOR THE KZN REGION				
BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX NO.07 SITUATED AT (STREET ADDRESS): PRASA OFFICES 65 MASABALALA YENGWA AVENUE GREYVILLE 4001 DURBAN STATION					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO					
CONTACT PERSON	Rani Thevar				
TELEPHONE NUMBER	0318130138				
E-MAIL ADDRESS	rani.padayachee@prasa.com				
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA.....
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<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]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ 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	Threshold of 70% -
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 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.

No.	Description of requirement	
a)	Proof of CIDB grading of 3 EP or higher	

Commented [SM1]: Please confirm the CIDB grade I doubt if I is right.

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)	Completion of ALL RFP documentation (includes ALL declarations)	
b)	Bidders to fill and sign the closing/submission register on submission of RFQ documents, failure to comply will result in a disqualification from the RFQ process	
c)	Joint Venture, Consortium Agreement or Partnering Agreement/ Subcontract Agreement signed by all parties. The agreement should indicate the leading bidder where applicable. (Delete if not applicable)	
d)	Letter of Good Standing: COID	
e)	Valid SARS Pin	
f)	CSD supplier registration number	
g)	Overall staffing and key professional staff must submit proof of qualifications and professional registration as specified	

STAGE 2: Technical/Functional Requirements

Details of the technical/functional requirements are presented in the **Error! Reference source not found.** below:

ITEM	CRITERIA	WEIGHT / SCORING
1	Organizational Experience	40
2	Qualifications and Experience of Project Manager, Erectors and Site Supervisor	30
3	Project program (Work plan)	15
4	Project Approach and Methodology	15
	TOTAL	100

Technical Evaluation Criteria

Methodology is presented in the table below:

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 Five (5) 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>Qualifications and Technical Experience (based on Submitted CVs) of Key Staff</p> <ul style="list-style-type: none"> • Project Manager (PM) • Site Supervisor (SP) • Erectors (E) <p>(N.B. Provide copies of original qualifications and certificates of professional bodies. The date on the stamp shall be three months or less old, before the closing date of the tender. Please provide SAQA accredited qualifications.</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 Project Manager = Maximum 10 points</p> <p>1.1 2 years' experience= 2 points</p> <p>1.2 3 to 4 years' experience = 4 points</p> <p>1.3 5 years and above = 10 points</p> <p>2: Site Supervisor = maximum 10 points</p> <p>2.1 Zero traction linesman experience, 2 years supervisor experience=3points</p> <p>2.2 Three years traction linesman experience, 3 years supervisor experience=4points</p>

		<p>2.3 Five years traction linesman experience, 4 years supervisor experience=5points</p> <p>2.4 Five years traction linesman experience, 5 years supervisor experience = 10 points</p> <p>3.Erectors= maximum 10 points</p> <p>3.1 Zero experience= 2 points</p> <p>3.2 Two years' experience= 4 points</p> <p>3.3 Three years' experience= 10 points</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 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 (3) Months. • Phase 1 clearly distinguished from phase 2. • The overall schedule should clearly indicate sequencing of activities with clear understanding of scope. 	15	<p>Score will be allocated for MS Project Schedule provided.</p> <p>1. No information provided = 0 points</p> <p>2. adequate/ unrelated project schedule provided = 2 points</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 = 15 points</p>
<p>Project Approach and Methodology</p> <p>(N.B. The project methodology must be in line with the scope of work. Identify the risks associated with the project activities and mitigation measures. Furthermore, clearly show risks and mitigation measures of working on the railway reserve)</p> <p>Elements: Identification of risks and mitigation, Work breakdown of activities, Quality assurance, Transportation, Scaffolding, Plant and equipment, Temporary structural supports, barricading and securing of work, Accommodation of traffic.</p>	15	<p>Score will be allocated as follows:</p> <p>0. No information provided= 0 points</p> <p>1. 3 or less elements of the method statement = 3 points</p> <p>2. 4 elements of the method statement= 5 points</p> <p>3. 5 elements of the method statement=7 points</p> <p>4. 6 elements of the method statement= 10 points</p> <p>5. 7 or more elements of the method statement= 15</p>

3.Stage 3- Price and Specific Goals

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

The maximum points for this tender are allocated as follows:

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	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
At least 51% Black Women owned	6		Certified copy of ID Documents of the Owners
At least 51% Black Youth owned	6		Certified copy of ID Documents of the Owners
At least 51% Owned by black persons within affected areas	8		Municipal/ESKOM bill or letter from Municipal Councilor confirming residential address not older than 3 months
TOTAL	20		

APPOINTMENTS OTHER THAN THE SUCCESSFUL BIDDER

- 1.1** 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.
- 1.2** 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.
- 1.3** Only if the second ranked bidder is also unable/unwilling, PRASA may proceed to the third ranked bidder.

SECTION 5

PRICING AND DELIVERY SCHEDULE

Bidders 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 (delete if not 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 Bidders are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Bidder. PRASA may:
 - 9 Negotiate a market-related price with the Bidder scoring the highest points;
 - 10 If that Bidder does not agree to a market-related price, negotiate a market-related price with the Bidder scoring the second highest points;
 - 11 If the Bidder scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Bidder scoring the third highest points;
 - 12 If a market-related price is not agreed with the Bidder scoring the third highest points, PRASA must cancel the RFQ.

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

_____ code _____

(Full address) conducting business under the style or title of: _____

represented by: _____ in my capacity as:

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

R _____ (amount in numbers);

_____ (amount in words) Incl. VAT.

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

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

SECTION 5

PRASA GENERAL CONDITIONS OF PURCHASE

General

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

Conditions

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

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

Price and payment

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

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

Delivery and documents

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

Where items are to be delivered the Supplier:

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

Containers / packing material

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

Title and risk

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

Rejection

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

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

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

Warranty

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

Indemnity

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

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

Assignment and sub-contracting

The successful 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.

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.

Signature

Date

Position

Name of bidder

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.

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.

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

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.

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

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

- a) Either the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.3.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 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.

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

The specific goals allocated points in terms of this tender	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
At least 51% Black Women owned	6		Certified copy of ID Documents of the Owners
At least 51% Black Youth owned	6		Certified copy of ID Documents of the Owners
At least 51% Owned by black persons within affected areas	8		Municipal/ESKOM bill or letter from Municipal Councilor confirming residential address not older than 3 months
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:

.....

.....

.....

SECTION 7

CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING

Request number:	KZN/RAIL/2025/03/03/Q
Request for Proposal:	APPOINTMENT OF A SERVICE PROVIDER FOR THE REPLACEMENT OF OHTE MAST POLES IN UMLAZI AND SOUTH COAST LINES THE KZN REGION

Attendance

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

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

for / on behalf of PRASA

Designation

Acknowledgement

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

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

DULY AUTHORISED SIGNATORY(IES) WITNESSES

1. _____ 1. _____

2. _____ 2. _____

3. _____ 3. _____

SECTION 8

SPECIFICATION/SCOPE OF WORK

1. PURPOSE

The purpose of this submission is to acquire services of a contractor to replace flood damaged mast poles in Umlazi and Umbongintwini as per attached BOQ

2. BACKGROUND INFORMATION

2.1. STATUS QUO

Currently the lines are closed and trains are turned short due to damages caused by recent floods on the existing infrastructure

2.2. PROBLEM STATEMENT

With the damages Prasa is forced to run a restricted services due to unavailability of infrastructure.
Commuters are forced to use alternative modes of transport and Prasa is losing revenue in these corridors.
This current situation poses a risk of theft and vandalism to infrastructure and trains that are stuck in the section

3. OBJECTIVES OF THE PROPOSED PROJECT

3.1 DESIRED OUTCOMES FOR CARRYING OUT THE PROPOSED PROJECT

The project aims to restore the OHTE infrastructure to enable the opening of the lines for the running of the trains. The strategy will be to appoint a contractor for the replacement of the damaged poles as a result of recent floods particularly in the Umlazi and Umbongintwini.

3.2 PROJECT BENEFITS TO PRASA

The Project will assist the organisation to reinstate the affected service in Umlazi and Umbongintwini sections. This will therefore assist PRASA in achieving its primary mandate of providing a reliable rail transport service to KZN commuters and enable the business to collect fare revenue from those commuters.

3.3 CURRENT MECHANISMS IN PLACE TO ADDRESS THE PROBLEM

None

4. SCOPE OF WORK AND AREAS OF FOCUS

4.1 SCOPE OF THE DESIRED SOLUTION

4.1.1 Replacement of concrete mast poles (PRASA will provide poles)

4.1.2 Excavation of ring foundations

4.1.3 Supply and installation of Small Part Steel Components and all other components required for the full functionality of the OHTE system.

4.2 DETAILS ON THE PREFERRED SOLUTION.

4.3 AREA TARGETED BY THIS PROJECT

The place of work shall be in Umlazi (between Umlazi and Lindokuhle stations) and Umbongintwini (between Isipingo and Umbongintwini stations).

4.4 EXTENT AND COVERAGE OF THE PROPOSED PROJECT

The project will cover two sections namely:

Umlazi (between Umlazi and Lindokuhle stations) and,
Umbongintwini (between Isipingo and Umbongintwini stations).

4.5 OTHER RELATED PROJECTS

Refurbishment of Winkelspruit 3KV DC Traction Substation.

5. SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

5.1 SCOPE OF WORKS AND AREAS OF FOCUS

5.1.1 SUPPORT STRUCTURES

5.1.1.1 The spacing of support structures shall be in accordance with drawing CEE_TV_31

5.1.1.2 The Mast base assembly for 4 or 6 bolt group shall be in accordance with drawing BBH3338.

5.1.1.3 The Mast base anti-electrolysis arrangement 4 or 6 bolt group shall be in accordance with drawing BBH2957.

5.1.1.4 The stay wire shall be installed according to drawing CEE_TPB_2

5.1.1.5 The structures (Mast, cantilevers, booms, tension bridge and all associated steel fittings and attachment) that support the 3kV DC system erected on concrete foundations shall comply with specification CEE-242.98. (specific drawing)

5.1.2 SUSPENSION

5.1.2.1 All insulators shall be replaced with the vandal proof type.

5.1.2.2 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.

5.1.2.3 The 3kV composite insulators shall comply with drawing CEE-TNC-004 and or CEE-TNC-12 (long rod insulators for overlaps).

5.1.2.4 The insulators for the 6,6/11kV composite insulators shall comply with drawing BBC8439.

5.1.2.5 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.

5.1.3 WIRING

5.1.3.1 The Contact wire height when re-instated shall be as follows:

- (a) Nominal height 4.5m
- (b) Maximum height 6m
- (c) Normal contact wire height 5m
- (d) Minimum contact wire height 4.5m

5.1.4. SPECIFIC SPAN

5.1.4.1 Maximum span length in the is 67m.

5.1.4.2 All terminations shall comply with Drawing CEE-TPB-3.

5.1.4.4 It is the contractor's responsibility to smooth out kinks on contact wire because of tensioning or other activities.

5.1.5 TRACTION RETURN

5.1.5.1 The Mast to rail bonds, Continuity bonds and cross bonds shall be in accordance with specification BBC1678.

5.1.5.2 The Rail and MAST bond fasteners shall be in accordance with drawing BBB6017.

5.1.5.3 The bonds shall be connected to the OHTE structures according to drawing BBC7863.

5.1.5.4 The bonds shall be connected to the Web of the rail in accordance with drawing BBC7864.

5.1.5.5 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.

5.1.5.6 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.

5.1.5.7 Mast to rail bonds – shall exist in spacing not exceeding 5 spans for systems with aluminum earth wire or 3 spans for systems with steel earth wire). 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, 2 Mast to rail bonds shall be provided.

5.1.6 SMALL PART COMPONENTS (SPC)

- 5.1.6.1 The torque settings for the OHTE clamps shall be in accordance with BBG1736.
- 5.1.6.2 The feeder clamp assembly shall be in accordance with drawing BBH2142.
- 5.1.6.3 The contractor shall supply and install the following small parts in accordance with the specifications as indicated:
- 5.1.6.4 Push Pull Offs shall be to Drawing CEE-TMGC-14
- 5.1.6.5 Cross arms: Intermediate transmission line X-arms shall be to Drawing CEE-TPF-4
- 5.1.6.6 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.
- 5.1.6.7 Shop drawings of all the SPC shall be required for approval prior to manufacture.

5.1.7 MAST POLE NUMBERING

The mast pole numbers shall be stencilled on the existing mast poles in accordance to drawing CEE-TW-646.

5.1.8 SCRAPPING OF MATERIAL

- 5.1.8.1 PRASA staff shall be allowed to scrutinize the scrap material and have first choice to remove re-useable materials to the depot supervised stores.
- 5.1.8.2 The contractor shall be responsible for the safe movement of salvaged scrap to Clairwood Depot.
- 5.1.8.3 Abandoned steel components shall not be left unattended on site. The steel shall be removed from the track side after each occurrence, safely stored temporarily (if required) and transported to the Clairwood depot as soon as practically possible. All care shall be taken to avoid unlawful removal of these components from site.
- 5.1.8.4 All occurrences shall be documented in the site diary and signed by both parties.
- 5.1.8.5 The cost to be allowed for here is:
- 5.1.8.6 Administration
- 5.1.8.7 Transport
- 5.1.8.8 Loading and off-loading

5.1.9 DEMOLITION

The contractor shall be responsible for demolition of existing equipment and transporting released material to the Clairwood depot which shall be indicated to the appointed contractor.

5.1.10 CARE FOR SITE

From the date on which the Site is handed over to the Contractor to the date of the issue of a Certificate of Completion, the Contractor shall take full responsibility for the care of the Works and the Employer's Assets on the Site and of all Plant intended for incorporation into the Works and materials on the Site intended for incorporation into the Works.

5.2 OVERALL STAFFING AND KEY PROFESSIONAL STAFF

The contractor shall provide qualified and experienced professional staff for the following positions.

5.2.1 Construction/Project Manager

5.2.2 Site Supervisor

5.2.3 Erectors

5.2.4 Flagman

5.2.5 Construction Health and Safety Officer

Bidder to complete compliance specification sheet: Complete YES to confirm compliance to the listed Technical specifications.

A sheet with a No or NOT COMPLETED will be regarded as NON-COMPLIANT to the specific specification.

5.2.2 Minimum Qualification of Key Professional Staff

1. CONSTRUCTION/PROJECT MANAGER

(a) BSc or B-Tech in Electrical Engineering (Heavy Current)

(b) Registered with Engineering Council of South Africa (ECSA) as a Professional Engineer or Technologist.

(c) Registered with the South African Council of Project and Construction Management Professions (SACPCMP) as a professional manager.

(d) At least 5 yrs of experience in OHTE installations (wires and structures)

2. SITE SUPERVISOR

(a) All work shall be supervised by a Site Supervisor in possession of a Category C Green certificate and with experience in installation, construction and commissioning of 3KV Overhead Track System.

(b) Minimum 5 years' experience as a Traction Linesman in the 3kV DC System and Minimum 5 years' experience in the construction and commissioning of a 3kV DC OHTE system.

3. ERECTORS

(a) All staff that will climb on structures shall be in possession of a valid "C" green certificate

(b) Minimum 3 years' experience in the construction of the 3kV DC OHTE system.

4. FLAGMAN

A minimum of two qualified flagmen shall be deployed for each occupied section.

Flagman to be in possession of valid Protection Duties certificate endorsed by PRASA/TFR personnel.

A minimum of 3 years' experience on railway environment is required.

5. CONSTRUCTION HEALTH AND SAFETY OFFICER

(a) Be in possession of National Diploma in Safety, Health, Risk and Quality (SHERQ) Management.

(b) Minimum of 3 years industry experience as a Construction health and safety officer.

(c) Be registered with SACPCMP.

5.2 TO BE PROVIDED BY THE CONTRACTOR

- 5.2.1. Site books (each in triplicate) to record:
- 5.2.2. All incidents as well as the progress of work during the occupation.
- 5.2.3. All instructions pertaining to the technical details of the work being performed at that time.
- 5.2.4. Upon appointment, the contractor shall supply machinery, equipment, material, labour and consumables, etc. necessary for the undertaking and completion of the works to satisfaction of the client.
- 5.2.5. The client will require conformance documentation for each item of material procured by the contractor for installation used in this contract.
- 5.2.6. Any damage caused to the property of PRASA will be for the contractor's account.
- 5.2.7. Before commencing construction in any particular area, the contractor shall verify the positions of services. Where any underground services are shown on the drawings, the contractor shall have the equipment available on site for as long as is necessary to detect and locate such services and, if so ordered, he or she shall excavate by hand to expose such services in areas and in a manner and at a time agreed upon with the technical officer.
- 5.2.8. Protection of cables- Before any excavations take place near identified service cables, the contractor shall contact the technical officer. The contractor shall advise the Prasa technical officer at least 7 days in advance of the actual date on which to excavate near any cable. The contractor shall not use mechanical equipment to excavate within 3m of the estimated position of identified cable and shall, if necessary, expose the cable by means of hand excavation carried out under proper supervision.

5.3 MEASUREMENT OF QUALITY OF CONSTRUCTION

- 5.3.1 The works shall be quantified by the contractor with the assistance of PRASA personnel, the payment will be subject to the rates submitted in the tender.
- 5.3.2 Where the condition of the site is such that the specified performance standards cannot be achieved, the contractor should record all relevant information in conjunction with the Prasa Technical Officer before and after working. Correctness and final approval shall be the responsibility of PRASA.
- 5.4 Rectification of sub-standard work
- 5.4.1 Where the specified standards of workmanship and accuracy are not attained, the Contractor shall rectify at own cost within 7 working days. should the contractor fail to honor the stipulated notified days he can be reported to the National Treasury for non-performance and may be blacklisted (prevented from doing any business with the state).

5.5 GENERAL

- 5.5.1 Should any claim arise due to damage caused by any action of work by the Contractor to property of PRASA and his employees or any other person/s, the Contractor shall be held liable to settle such claims at his own cost.
- 5.5.2 The contractor shall provide transport, equipment, tools, consumables, supervision, protection, and labor necessary to successfully complete the contract.

5.6 SAFETY

- 5.6.1 The Contractor shall comply with requirements of safety legislations and regulations in all respects.
- 5.6.2 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.

- 5.6.3 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.
- 5.6.4 The contractor shall be responsible for security of personnel and material onsite as well as during transit.
- 5.6.5 All work shall always comply with the E7/1 Specification attached hereto.
- 5.6.6 Normal protection measures in accordance with the Protection Manual shall apply.
- 5.6.7 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.
- 5.6.8 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.

5.7 MEASUREMENTS AND PAYMENTS

- 5.7.1. Claims for payment will be made monthly.
- 5.7.2. Any rejected and incomplete work will not be paid.
- 5.7.3. All rates in the schedule of quantities must be made per unit as requested and should be an all-inclusive rate.
- 5.7.4. The rate quoted by the Tenderer(s) and accepted by PRASA must hold well till the completion of the work and shall not be subject to any escalation due to increase in the local market rates for materials & labor. No claim on this account whatsoever shall be entertained at any stage including the extended period.
- 5.7.5. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount of the Preliminaries and any amount in respect of contract price adjustment if provided for in the contract.

5.8 PAYMENT CERTIFICATE

- 5.8.1 On or after the assessment date, the Supervisor and the Contractor will together assess the quantities of the progress on each item in the Bill of Quantities and complete the Progress Assessment Detail form, where after the Progress Assessment Certificate will be issued.
- 5.8.2 The Contractor shall then submit a VAT invoice and attach the above Progress Certificate for payment by the Employer.
- 5.8.3 Contractor to provide the Employer with the necessary details regarding banking details to enable the Employer to make electronic payments.

5.9 PRICING AND THE WORKS.

- 5.9.1 The contractor is required to provide firm prices/ rates for material and labor for the duration of the contract.
- 5.9.2 **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.**
- 5.9.3 The costs for normal servicing shall be reflected separately and shall be paid quarterly for the duration of the service period.

- 5.9.4 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.
- 5.9.5 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.
- 5.10 **PENALTIES**
- 5.10.1 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 0.05% 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.
- 5.10.2 The contractor will be charged R10 000.00 for working on PRASA site without a proper and valid Site Access Certificate or working without official occupation.
- 5.10.3 The contractor will be charged a penalty of R 80.00 per minute per train that was delayed.
- 5.10.4 The contractor will be charged the penalty of R1 500.00 per train that was cancelled.
- 5.10.5 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,
- 5.10.6 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 5.17.1.
- 5.11 **COMMISSIONING TESTS AND COMPLETION**
- 5.11.1 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.
- 5.12 **HANDING OVER**
- 5.12.1 The handovers shall be for each portion of the work when the Electrical System is tested and commissioned to the satisfaction of the Technical Manager, in accordance with the details as set out in the handing over documentation of PRASA.
- 6. CONSTRUCTION RELATED SECURITY**
- 6.1 **MANDATORY SECURITY REQUIREMENTS**
- 6.1.1 All security companies used by the Contractor shall be PSIRA registered with valid letter of good standing.
- 6.1.2 Security personnel shall all be PSIRA registered with a clear criminal record no criminal pending cases and preferably be sourced from the local community.
- 6.1.3 All personnel employed by the Contractor including sub-contractors shall have undergone a Health and Safety Induction.
- 6.1.4 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.

- 6.1.5 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.
- 6.1.6 Any lost or stolen material shall be replaced by the contractor at his own cost.
- 6.1.7 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.
- 6.1.8 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.
- 6.1.9 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.
- 6.1.10 Scrap metal removed from the section shall be adequately protected until it is delivered to PRASA's stores.
- 6.1.11 PRASA reserves the right to conduct ad-hoc inspections to ensure Compliance.

7. CONTRACT DURATION

- 7.2 This is a once-off project with an estimated contract period of 3 months (including one month payment process)

8.1 PROJECT SPECIFIC SAFETY RELATED REGULATIONS

- 8.1.1 The Contractor shall comply with requirements of safety legislations and regulations in all respects.
- 8.1.2 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 road worthy.
- 8.1.3 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.
- 8.1.4 All work shall always comply with the E7/1 Specification attached hereto.
- 8.1.5 Normal protection measures in accordance with the Protection Manual shall apply.
- 8.1.6 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.
- 8.1.7 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.
- 8.1.8 Occupational Safety Act, 1993 (Act No: 85 of 1993).
- 8.1.9 Electrical Safety instruction (BBF 3690, Version 2).
- 8.1.10 National Environmental Management Act 107 of 1997.
- 8.1.11 Construction regulation 2014.

9 LIST OF TRANSNET/ PRASA SPECIFICATIONS THAT FORM PART OF THIS SCOPE OF WORK BUT CONTRACTOR IS NOT LIMITED TO.

9.1	BBB2141	Lightning Arrester on 3kV DC Cantilever Structure
9.2	BBB3569	Symbols
9.3	BBC 1678	Bonding on All Types of Rails
9.4	CEE 0038.87	Compression Fittings on Stranded Aluminium Conductors
9.5	CEE-0045.2002-1	Painting of Electrification Steelwork
9.6	CEE-0054 ISS 83	Section Insulators for 3kV DC OHTE for both High and Low Speed Traffic
9.7	CEE 0057.90	Supply of Cables
9.8	CEE 0059.84	Earthing and Bonding 3KV DC Electrification
9.9	CEE 0107 ISS 85	Supply of ABC
9.10	CEE 0128.85	Maintenance of 3kV DC Electrification
9.11	CEE 0159.98	Restressed Concrete Mast for Electrification Projects
9.12	CEE 0166-96	Insulating Pads, Washers and Bushes for Traction Mast Bases
9.13	CEE 0172.86	SATS Traction Power Supplies Handbook
9.14	CEE 0177.86	Earth Systems for Electric Light and Power and Traction Installations
9.15	CEE 0183 IS 2002	Hot-dip Galvanising and Painting of Electrification Steelwork
9.16	CEE-TW-646	Jig Stencilling and Structure Numbering
9.17	BBD 7267	Specification for grooved copper-magnesium contact wire for electrical traction purposes
9.18	CEE241	Installation of Contact wire
9.19	BBH2161	Requirements for 160 square millimetre All Aluminium Jumper Conductor
9.20	BBH 2164	Typical layout of FCC's and C-Jumper
9.21	CEE TPB 3	Termination
9.22	SABS 920	Galvanising
9.23	BBB 1616	450 Volt gas arrester spark gap for traction power supply
9.24	CEE TU 100	Spark gap drawing
9.25	BBB 6017	Rail and Mast bond Fasteners
9.26	BBB2141	Lightning Arrestors Arrangement on 3kV DC Cantilever Structures
9.27	BBB2144	Components. Lightning arrester arrangement on 3kV DC Cantilever Structure
9.28	CEE TMGC 14	Push pull Offs
9.29	CEE TMGC 13	Cross span to DB
9.30	CEE-TW-646	Mast pole numbering
9.31	BBB2141	Lightning Arrester on 3kV DC Cantilever Structure
9.32	BBB1649	Concrete Foundation Direct Plant (Concrete Mast)

BOQ/ PRICING SCHEDULE**A. BILL OF QUANTITIES FOR SUPPLY**

	Item No.	Description	Unit	Qty	Rate/unit (Excl. VAT)	Total Price (Excl. VAT)
	1.1	PRELIMINARY AND GENERAL.	Sum	1		
	1.2	Security (Including Security for site office and PRASA Infrastructure Assets between the boundary limits)	Sum	1		
	1.3	Community Liaison Officer Per ward	Sum	2		

SCHEDULE OF QUANTITIES AND RATES REPLACEMENT OF OHTE MAST POLE IN UMLAZI AND SOUTH COAST LINES FOR KZN REGION

ITEM NO	Description	Unit	Quantity	Rate	Total Amount
2	Dismantling and Transportation				
2.1	Dismantling and Removal of Existing equipment	SUM	1		
2.2	Transportation of equipment from site to Clairwood Electrical Depot	SUM	1		
2.3	Transportation of Prasa poles from Springfield stores to site	Sum	1		
3	UMLAZI				
3.1	Supply and Install ring foundation	Each	1		
3.2	Install 84kN concrete pole (PRASA will provide poles) – Option 1	Each	1		
3.3	Contractor to assess and test if the existing bolt group foundation can be re-used and provide report	sum	1		
3.4	Install universal column mast pole including all necessary accessories using existing foundation (PRASA will provide pole) - Option 2	Each	1		
3.5	Provide mast pole numbering (BBC2036)	Each	1		
4.	SMALL PART STEEL				
4.1	Supply and install Tubular Cantilever with tie wire complete set (stainless steel)	Each	1		
4.2	Supply and install Steady Arm/ hockey stick complete set (stainless steel)	Each	1		
4.3	Supply and install stainless steel Push Pull Off complete set with stainless steel wire and square washers	Each	1		
4.4	Supply and install Double suspension saddle complete set with pins	Each	1		
4.5	Supply and install Climbing angle complete set (stainless steel) with back straps	Each	1		
4.6	Supply and install vandal proof insulators	Each	2		
4.7	Supply and install Mast to rail bond complete set	Sum	1		

4.8	Supply and install span of Dropper wire with dropper clips and sleeves	Each	2		
4.9	Supply and install earth brackets	Each	1		
4.10	Re-instating of Fibre cable using existing brackets	Each	1		
4.11	Supply and install castle fitting	Each	1		
5	UMBONGINTWINI				
5.1	Supply and Install ring foundation	Each	1		
5.2	Install 84kN concrete pole (PRASA will provide poles)	Each	1		
5.3	Provide mast pole numbering (BBC2036)	Each	1		
5.4	Supply and install Tubular Cantilever with tie wire complete set (stainless steel)	Each	2		
5.5	Supply and install Steady Arm/ hockey stick complete set (stainless steel)	Each	2		
5.6	Supply and install stainless steel Push Pull Off complete set with stainless steel wire and square washers	Each	2		
5.7	Supply and install Double suspension saddle complete set with pins	Each	2		
5.8	Supply and install Climbing angle complete set (stainless steel) with back straps	Each	2		
5.9	Supply and install vandal proof insulators	Each	6		
5.10	Supply and install Mast to rail bond complete set	Sum	1		
5.11	Supply and install span of Dropper wire with dropper clips and sleeves	Each	4		
5.12	Supply and install single suspension saddle complete set with pins	Each	2		
5.13	Supply and install earth brackets	Each	1		
5.14	Supply and install knuckles for the diamond crossing	Each	4		
5.15	Supply and install insulated knuckles	Each	4		
5.16	Supply and install castle fitting	Each	4		
5.17	Supply and install horizontal arrangement pin insulators	Each	6		
5.18	Supply and install spring tensioned make-off (to accommodate catenary and contact wire terminations)	sum	1		
TOTAL					
VAT (15%)					
SUB TOTAL					
Contingency (15% of the sub-total)					
GRANDTOTAL					