



## REQUEST FOR QUOTATION (RFQ)

**RFQ NUMBER: 10344038**

**Re- Advert for Rerouting of 3KV OHTE at Pretoria Station Complex.**

<b>Issue Date:</b>	<b>30 November 2023</b>
<b>Compulsory Briefing</b>	<b>11 December 2023 @ 10H00 CAT</b>
<b>Briefing Site</b>	<b>PRETORIA TRAIN STATION</b>  <b>Briefing session, attendees are required to wear PPE, that is, a reflective vest and safety boots. Failure to comply will result in being removed from the briefing session and the attendant certificate will not be signed.</b>
<b>Closing Date for Submissions of Bids</b>	<b>18 December 2023 @ 10H00 CAT</b>
<b>Contact person:</b>	<b>Mokgadi Ronald Rankwetek Tel: 011 085 7067 Email: <a href="mailto:metrorailgtenders2@prasa.com">metrorailgtenders2@prasa.com</a> and <a href="mailto:mokgadi.rankwetek@prasa.com">mokgadi.rankwetek@prasa.com</a></b>

**SECTION 1**
**SBD1**
**PART A INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE PASSENGER RAIL AGENCY (PRASA)										
BID NUMBER:	10344038	CLOSING DATE:	18 December 2023	CLOSING TIME	10:00AM					
DESCRIPTION	Re- Advert for Rerouting of 3KV OHTE at Pretoria Station Complex.									
COMPULSORY BRIEFING DATE AND TIME	11 December 2023 @ 10h00 CAT									
COMPULSORY BRIEFING SITE	PRETORIA TRAIN STATION									
BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:										
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):										
<b>PASSENGER RAIL AGENCY OF SOUTH AFRICA</b> <b>6<sup>TH</sup> FLOOR, SHOSHOLOZA JUNCTION</b> <b>CNR LEYDS AND SIMMONDS</b> <b>BRAAMFONTEIN</b> <b>JOHANNESBURG</b>										
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO										
CONTACT PERSON	MOKGADI RONALD RANKWETEKE									
TELEPHONE NUMBER	011 085 7067									
E-MAIL ADDRESS	mokgadi.rankweteke@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.....					

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

### QUESTIONNAIRE TO BIDDING ON 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 PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. **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 THE CONTRACT.**

#### 2. TAX COMPLIANCE REQUIREMENTS

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

NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID 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 references 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 to utilize this email address (SCM.Complaints@prasa.co.za) 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.
- 3.1.6 The detailed compliant

#### 4 LEGAL COMPLIANCE

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

#### 5 CHANGES TO QUOTATIONS

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

#### 6 PRICING

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

## 7 BINDING OFFER

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

## 8 DISCLAIMERS

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

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

Should a contract be awarded on the strength of the information furnished by the Respondent, which after the 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 the National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of the 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. The business may not

be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no locally 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 the personal data of the Respondents. PRASA agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

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

## 12 EVALUATION METHODOLOGY

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

EVALUATION CRITERIA	WEIGHTING
Stage 1 – Compliance	
Stage 1A	Mandatory Requirements
Stage 1B	Other Mandatory Requirements
Stage 2	
Technical / Functionality Requirements	Threshold 80%
Stage 3	
Price	80
Specific Goals	20
<b>TOTAL</b>	<b>100</b>

## 13 ADMINISTRATIVE RESPONSIVENESS

The test for administrative responsiveness will include completeness of response and whether all returnable and/or required documents, and 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 the 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](http://www.etenders.gov.za)), on the CIDB website for construction-related RFQs. (*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

### EVALUATION CRITERIA

Bidders are to comply with the following requirements and failure to comply may lead to disqualification.

#### **Stage 1A – Mandatory Requirements**

If you do not submit/meet the following mandatory documents/requirements, you will be automatically disqualified.

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

No.	Description of requirement	
a)	Completion of ALL RFP documentation (includes ALL declarations)	
b)	Document Completion and acknowledgement of all items on the BOQ.	
c)	Signed and completed compliance to specification Sheet.	
d)	Joint Venture, Consortium Agreement, or Partnering Agreement signed by all parties. The agreement should indicate the leading bidder where applicable. (If applicable)	
e)	Attendance of compulsory RFQ Briefing	
f)	Proof of CIDB (Construction Industrial Development Board) = 4EP or Higher.	

#### **Stage 1B – Other Mandatory Requirements**

If you do not submit/meet the following mandatory documents/requirements, PRASA may request the bidder to submit the information within five (5) working days. Should this information not be provided, your bid proposal will be disqualified.

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

No.	Description of requirement	
a)	Letter of Good Standing: COID.	
b)	Supply of valid SARS Pin	
c)	CSD supplier registration number	

#### **Stage 2- Technical / Functionality Requirements**

CRITERIA	WEIGHT	SCORES
<b>Organizational Experience</b>  (N.B. Provide for each successfully completed project/s in the following sequence: Copy of an appointment letter/s (on a company letterhead),	50	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>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>	<ol style="list-style-type: none"> <li>1: Zero (0) Similar Projects/non-submission/incomplete submission= <b>0</b></li> <li>2: 1 Similar project = <b>10 points</b></li> <li>3: 2 Similar projects =<b>20 points</b></li> <li>4: 3 Similar projects= <b>30 points</b></li> <li>5: 4 Similar projects = <b>40 points</b></li> <li>6: 5 and above Similar projects=<b>50 points</b></li> </ol> <p><b>N.B. A minimum 80% is to be attained on these criteria for a bidder to be evaluated further on the next criteria (Qualifications and Technical Experience).</b></p>
<p><b>Qualifications and Technical Experience (based on Submitted CVs) of Key Staff</b></p> <ul style="list-style-type: none"> <li>• Team Leader/Project Engineer</li> <li>• Site Supervisor</li> <li>• Erectors</li> </ul> <p>(N.B. Provide copies of original certified 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 <b>SAQA</b> accredited qualification where applicable.</p> <p>Evaluation will be done on all 3 personnel and maximum points shall be obtained on all 3.</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 OHTE system installation.</p> <ol style="list-style-type: none"> <li>1: No information provided/Unrelated experience submitted/less than 5 years' experience on all the Skills = <b>0 points</b></li> <li>2: Only 1 Key Staff personnel have minimum 5 years related experience = <b>10 points</b></li> <li>3: Only 2 Key Staff personnel have minimum 5 years related experience = <b>20 points</b></li> <li>4: All 3 Key Staff personnel have minimum 5 years related experience =<b>30 points</b></li> <li>5: All 3 Key Staff personnel have more than 5 years related experience =<b>40 points</b></li> <li>6: All 3 Key Staff personnel have more than 7 years related experience =<b>50 points</b></li> </ol> <p><b>N.B. A minimum 80% is to be attained on these criteria for a bidder to be evaluated further.</b></p>

**NOTE: The average minimum points of 80 are to be attained in the evaluation criteria stated above for a bidder to be shortlisted for this tender.**

## Stage – 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
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

## FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### POINTS AWARDED FOR PRICE

### THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

Ps = Points scored for the 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 Regulations 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	Evidence	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)
Black Women owned	Certified copy of ID Documents of the Owners	4	
Black Youth owned	Certified copy of ID Documents of the Owners	4	
51% Black Owned	Audited Annual Financial/B - BBEE Certificate/ affidavit	4	
Owned by black persons with disabilities	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability	4	
Black people living in rural areas	Municipal/Eskom Bill or letter from Induna/Chief confirming residential address not older than 3 months	4	

## 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 all applicable taxes.
- 2 Price offer is firm and clearly indicates the basis thereof.
- 3 Pricing Bill of Quantity is completed in line with a 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 utilize 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 the 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.

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

\_\_\_\_\_  
(Full address) conducting business under the style or title of:  
\_\_\_\_\_  
represented by: \_\_\_\_\_

in my capacity as \_\_\_\_\_  
being duly authorized, 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 the date of order. (To be completed by the  
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 the 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 the 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 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 the order/contract.

Where items are to be delivered to 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 include 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 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 is 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, 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 a subcontracting arrangement with PRASA's prior approval. The contract will be concluded between the successful Respondent and PRASA, therefore, the successful Respondent and not the sub-contractor will be held liable for performance in terms of its contractual obligations.

## Governing law

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

**BIDDER'S DISCLOSURE****1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offer 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 is listed in the Register for Tender Defaulters and/or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors/trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietors/directors/trustees/shareholders/members/ partners or any person having a controlling interest in the enterprise, in the table below.

Full Name	Identity Number	Name of a 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:

.....  
.....

---

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

### 3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## SECTION 7

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)

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and Specific Goals</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.2.1. 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 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 the state: The 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	Evidence	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)
Black Women owned	Certified copy of ID Documents of the Owners	4	
Black Youth owned	Certified copy of ID Documents of the Owners	4	
51% Black Owned	Audited Annual Financial/B - BBEE Certificate/ affidavit	4	
Owned by black persons with disabilities	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability	4	
Black people living in rural areas	Municipal/Eskom Bill or letter from Induna/Chief confirming residential address not older than 3 months	4	

## 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 proprietor
- 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 authorized 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 8

### CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING

Request number:	10344038
Request for Proposal:	Re- Advert for Rerouting of 3KV OHTE at Pretoria Station Complex.

#### 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. \_\_\_\_\_

**NB: Briefing session, attendees are required to wear PPE, that is, a reflective vest and safety boots. Failure to comply will result in being removed from the briefing session and the attendant certificate will not be signed.**

## SECTION 9

### SPECIFICATION AND SCOPE OF WORK

#### **COMPULSORY REQUIREMENTS:**

*The following schedules shall be returned with the tender document which shall be evaluated:*

- Programme of execution with clear duration of project execution.

#### **SAFETY REQUIREMENTS:**

*All work in this contract shall comply with the Occupational Safety Act, 1993 (Act No: 85 of 1993). These items shall all be included in the tendered rates. A copy of the act as well as an approved safety file shall be kept on site for the duration of the project.*

#### **1. General**

- The contractor shall be responsible for the removal and transportation of old equipment covered under this scope to Rebecca stores.
- The contractor shall be responsible for the Supply, delivery, installation, commissioning and testing of 3kV Overhead Traction Equipment (OHTE) for modification at Pretoria Complex
- The contractor shall be responsible for the Supply, delivery and installation of bonding where required.
- The contractor shall
  - Perform the services as outlined by the scope of work below.
  - Be responsible for cleanliness of site after the work is done.
  - Work under Prasa supervision at all times
  - Be responsible for security and safety of their staff and equipment during the duration of the contract.

##### **1.1. Subcontracting**

- 1.1.1. The Contractor shall not make use of any sub-Contractor to perform the works or parts thereof without prior permission from the Project Manager.

#### **2. Financial**

- 2.1. Payments shall be made for fully functional equipment only, i,e, all work completed.
- 2.2. All prices quoted shall be fixed and firm for the duration of the contract.

2.3. Penalties shall be applicable for late completion of work and the rate shall be as stipulated in the contract terms and conditions for each day the completion is delayed. Terms and conditions in this contract are applicable in this regard.

2.4. Rates supplied in the BOQ shall be used to calculate the final payment for equipment.

### **3. Scope of works and areas of focus.**

#### **3.1. Wire works.**

3.1.1. 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:

3.1.1.1. **Contact wire:** 161 mm<sup>2</sup> copper wire shall be supplied in continuous lengths of 1830 meter accordance with BBD 7267 Version 2 and installed in accordance with CEE 241.

3.1.1.2. **Catenary wire:** 160mm<sup>2</sup> Aluminium Conductor Steel Reinforced (ACSR).

3.1.1.3. **Feeder wire:** 800mm<sup>2</sup> hard drawn Aluminium in accordance with SABS 182.

3.1.1.4. **Feeder Catenary Contact Jumpers (FCC's):** 160mm<sup>2</sup> to be replaced with a 160mm<sup>2</sup> all-aluminium soft stranded jumper in accordance with BBH 2161 Version 1 in line with drawing BBH 2164.

3.1.1.5. **Earth wire:** 61mm<sup>2</sup> ACSR Conductor shall be supplied and installed.

3.1.2. Dropper wire: shall be the stainless-steel type.

3.1.3. The maximum span length in the Gauteng region is 67m.

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

3.1.5. Spring terminations devices shall be supplied and installed, all thimbles and Crosby clamps shall be stainless steel throughout.

#### **3.2. Section insulators**

3.2.1. The contractor shall supply and install Section Insulators at identified locations, these shall conform to the specification CEE-0054-83.

3.2.2. Section insulators shall only be cut into the overhead wires where the separation between contact and catenary wires is not less than 750 mm after installation of the section insulator.

- 3.2.3. The contractor shall supply and install numbering plates for all section insulators supplied under this contract.
- 3.2.4. It is the contractor's responsibility to smooth out kinks on contact wire because of tensioning or other activities.

### **3.3. Insulators**

- 3.3.1. All insulators shall be replaced with the vandal proof type.
- 3.3.2. All such new Insulators shall be of the Bell type, adequately rated for the specific voltage **(4,5kV)** 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.

### **3.4. Equipment at Bridges**

All existing bridge cross spans shall be replaced. This work shall include the following:

- 3.4.1. Replacement of all insulators (composite).
- 3.4.2. Replacement of cross span wiring (Live and Earth cross-spans). All turnbuckles and Crosby's shall be stainless steel.
- 3.4.3. Replacement of all steel supports.
- 3.4.4. Greasing of equipment.
- 3.4.5. Replacement of bolts and plates.
- 3.4.6. Re-instating bonds and all OHTE and transmission line components.

### **3.5. Earthing, Bonding and Suppression**

- 3.5.1. 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.
- 3.5.2. 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.
- 3.5.3. All welded joints shall be "hammer tested" to ensure that the mechanical strength of the joints is sound. Welded joints shall also be painted.

- 3.5.4. PRASA's Technical Officer shall inspect and approve the work before any Grading Ring is covered by soil.
- 3.5.5. Rail continuity Bonds – All joints in the rail shall be bonded with 4 x 96 mm<sup>2</sup> 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.
- 3.5.6. Cross bonds – are applied between various tracks that share the return current. It consists of a 96 mm<sup>2</sup> 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.
- 3.5.7. Mast to rail bonds – shall exist in spacing not exceeding 350 m (5 spans). They shall consist of a 2 x 96 mm<sup>2</sup> 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.
- 3.5.8. Switch Structure – shall be provided with double mast to rail bonds of 96 mm<sup>2</sup> PVC sheath steel cable.
- 3.5.9. 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.
- 3.5.10. Spark gaps to be supplied as per specification BBB1616 and installed as indicated on drawing CEE-TU-100.
- 3.5.11. A 95mm<sup>2</sup> composite cable shall be supplied and installed for all mast to rail bonds. Rail bonding fasteners shall comply with BBB6017.
- 3.5.12. Lightning arrestors compliant to specification BBB2141 shall be supplied and installed as per specification BBB2144.

### **3.6. Small Part Components (SPC)**

- 3.6.1. The contractor shall supply and install the following small parts in accordance with the specifications as indicated:
- 3.6.2. Cross Spans to DB's shall be to Drawing CEE-TMGC-13
- 3.6.3. Vertical members shall be to CEE-TMF-106.
- 3.6.4. Cross arms: Intermediate transmission line X-arms shall be to Drawing CEE-TPF-4
- 3.6.5. Suspension arm arrangements for supporting Aerial Bundled Conductors on concrete masts and through bridges shall be to drawing CEE-TMGC-22.
- 3.6.6. 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.
- 3.6.7. Shop drawings of all the SPC shall be required for approval prior to manufacture.

### **3.7. Small Part Components (SPC) Scrapping of Material**

- 3.7.1. PRASA staff shall be allowed to scrutinize the scrap material and have first choice to remove re-useable materials to the depot supervised stores.
- 3.7.2. The contractor shall be responsible for the safe movement of salvaged scrap to Rebecca Depot.
- 3.7.3. 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 Driehoek stores as soon as practically possible. All care shall be taken to avoid unlawful removal of these components from site.
- 3.7.4. All occurrences shall be documented in the site diary and signed by both parties.
- 3.7.5. The cost to be allowed for here is:
  - a. Administration
  - b. Transport
  - c. Loading and off-loading

## **4. Care of the Site**

- 4.1.1. 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. Site Overall Staffing and Key Professional Staff**

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

5.1.1.1. Team Leader/Project Director

5.1.1.2. Site Supervisor

5.1.1.3. Traction Linesmen

5.1.1.4. Erectors

5.1.1.5. Flagman

5.1.1.6. Construction Health and Safety Officer

## **5.2. Minimum Qualification of Key Professional Staff**

### **5.2.1. Team Leader/Project Engineer**

5.2.1.1. Heavy Current Electrical qualification (Degree, Diploma or N-level certificate).

5.2.1.2. Minimum 10 years post experience in the electrical railway industry.

5.2.1.3. Project Management qualification with 5 years minimum experience.

### **5.2.2. Site Supervisor**

5.2.2.1. All work shall be supervised by a Site Supervisor in possession of a Traction Linesmen qualification.

5.2.2.2. Minimum 5 years' experience as a Traction Linesman in the 3kV DC System.

5.2.2.3. Minimum 5 years' experience in the construction and commissioning of a 3kV DC OHTE system.

### **5.2.3. Erectors**

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

5.2.3.2. Minimum 5 years' experience as an Erector/traction linesman.

5.2.3.3. Minimum 5 years' experience in the construction of the 3kV DC OHTE system.

#### 5.2.4. **Flagman**

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

#### 5.2.5. **Construction Health and Safety Officer**

5.2.5.1. The desired minimum qualifications for the Construction Health and Safety Officer are as follows:

5.2.5.2. Minimum of 3 years industry experience as a health and safety officer.

### 5.3. **To be provided by the contractor**

5.3.1. Site books (each in triplicate) to record:

5.3.2. All incidents as well as the progress of work during the occupation.

5.3.3. All instructions pertaining to the technical details of the work being performed at that time.

5.3.4. 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.

5.3.5. The client will require conformance documentation for each item of material procured by the contractor for installation used in this contract.

5.3.6. Any damage caused to the property of PRASA will be for the contractor's account.

5.3.7. 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.

5.3.8. 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.

## **6. Measurement of Quality of Construction**

- 6.1. 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.
- 6.2. 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.

## **7. Rectification of sub-standard work**

- 7.1. 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).

## **8. General**

- 8.1. 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.
- 8.2. The contractor shall provide transport, equipment, tools, consumables, supervision, protection, and labor necessary to successfully complete the contract.

## **9. Safety**

- 9.1. The Contractor shall comply with requirements of safety legislations and regulations in all respects.
- 9.2. 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.
- 9.3. 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.
- 9.4. The contractor shall be responsible for security of personnel and material onsite as well as during transit.
- 9.5. All work shall always comply with the E7/1 Specification attached hereto.

- 9.6. Normal protection measures in accordance with the Protection Manual shall apply.
- 9.7. 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.
- 9.8. 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.

## **10. Measurements and payments**

- 10.1. Claims for payment will be made monthly.
- 10.2. Any rejected and incomplete work will not be paid.
- 10.3. All rates in the schedule of quantities must be made per unit as requested and should be an all-inclusive rate.
- 10.4. 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.
- 10.5. The client shall retain 10% of all invoices claimed under this contract, this shall be payable at the end of the guarantee period of 52 weeks after the date of handover.
- 10.6. 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.

## **11. Payment Certificate**

- 11.1. 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.

- 11.2. The Contractor shall then submit a VAT invoice and attach the above Progress Certificate for payment by the Employer.
- 11.3. Contractor to provide the Employer with the necessary details regarding banking details to enable the Employer to make electronic payments.

## **12. PRICING AND THE WORKS.**

- 12.1. The contractor is required to provide firm prices/ rates for material and labor for the duration of the contract.
- 12.2. 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.
- 12.3. The costs for normal servicing shall be reflected separately and shall be paid quarterly for the duration of the service period.
- 12.4. 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.
- 12.5. 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.

## **13. PENALTIES**

- 13.1. If the Contractor fails to complete the Services within the time a 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.
- 13.2. 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,
- 13.3. 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 13.1

## **14. Commissioning tests and completion**

14.1. 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.

## **15. Handing over**

15.1. 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.

## **16. List of Transnet/ PRASA specifications that form part of this scope of work.**

6.1. BBB2141	Lightning Arrester on 3kV DC Cantilever Structure
6.2. BBB3569	Symbols
6.3. BBC 1678	Bonding on All Types of Rails
6.4. CEE-0054 ISS 83	Section Insulators for 3kV DC OHTE for both High and Low Speed Traffic
6.5. CEE 0057.90	Supply of Cables
6.6. CEE 0059.84	Earthing and Bonding 3KV DC Electrification
6.7. CEE-0241	Specification for hard drawn, grooved, copper contact wire for electrical traction purposes
6.8. BBH2161	Requirements for 160 square millimetre All Aluminium Jumper Conductor
6.9. BBH 2164	Typical layout of FCC's and C-Jumper
6.10. CEE-0054 ISS 83	Section Insulators for 3kV DC OHTE for both High and Low Speed Traffic
6.11. SABS 920	Galvanising
6.12. BBB 1616	450 Volt gas arrestor spark gap for traction power supply
6.13. CEE TU 100	Spark gap drawing

6.14.BBB 6017	Rail and Mast bond Fasteners
6.15.BBB2141	Lightning Arrestors Arrangement on 3kV DC Cantilever Structures
6.16.CEE TMGC 13	Cross span to DB
6.17.BBB2141	Lightning Arrestor on 3kV DC Cantilever Structure

**SECTION 10**  
**BOQ/ PRICING SCHEDULE**

ITEM NO	DESCRIPTION	UNIT	QTY	Rate/Unit (Excl VAT)		Total Price (Excl VAT)	
				R	C	R	C
1.	Remove and transport old material to Rebecca Stores	Sum	1	R.....		R.....	
2.	Supply and install section insulators with 3 m contact wire on both sides, with new number boards/insulating straps	Each	1	R.....		R.....	
3.	Supply and install of 161mm <sup>2</sup> copper contact wire	M	300	R.....		R.....	
4.	Supply and install 160mm <sup>2</sup> tiger wire aluminium	M	300	R.....		R.....	
5.	Supply and install tiger dropper clips(160mm <sup>2</sup> )	Each	36	R.....		R.....	
6.	Supply and install droppers	Each	36	R.....		R.....	
7.	Supply and install knuckles at striking point/ diamond crossings	Each	20	R.....		R.....	
8.	Supply and install vandal proof insulators	Each	20	R.....		R.....	
9.	Supply and install steady arms	Each	10	R.....		R.....	
10.	supply and install single suspension with accessories	Each	10	R.....		R.....	
11.	Supply and install twisted H	Each	15	R.....		R.....	
12.	Supply and install crossby clips	Each	30	R.....		R.....	
13.	Supply and installation of thimbles	Each	20	R.....		R.....	
14.	supply and install contact wire splices	Each	10	R.....		R.....	
15.	Supply and install contact dropper clips	Each	36	R.....		R.....	

16.	Supply and install Straining clamps	Each	10	R.....	R.....	
17.	Supply and install turn buckles at make off points	Each	8	R.....	R.....	
18.	supply and install contact ending cones	Each	4	R.....	R.....	
19.	Supply and install link plates	Each	20	R.....	R.....	
20.	19. Supply and install parallel clamps 160x161 mm2 copper clamps	Each	20	R.....	R.....	
21.	20. Supply and install alu parallel clamps 160x 160mm	Each	20	R.....	R.....	
22.	Supply and install parallel clamps (DLC) 800x160mm	Each	4	R.....	R.....	
23.	Supply and install 159 clamps	Each	20	R.....	R.....	
24.	Supply and install tower hooks	Each	20	R.....	R.....	
25.	Supply and install Twisted H	Each	10	R.....	R.....	
26.	supply and install clevis pin and split pin	Each	20	R.....	R.....	
27.	supply and install contact wire splice	Each	10	R.....	R.....	
<b>TOTAL Excluding VAT</b>					R	
<b>VAT 15%</b>					R	
<b>GRAND TOTAL</b>					R	

## SECTION 11

### COMPLIANCE SPECIFICATION SHEET

**Re- Advert for Rerouting of 3KV OHTE at Pretoria Station Complex.**



**Name of the Bidder.....**

**RFQ Number: .....**

#### 1. SPECIFICATIONS OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

No.	Specification Description	PRASA'S Evaluation Compliance Response: (Yes/No)
	<b>Re- Advert for Rerouting of 3KV OHTE at Pretoria Station Complex.</b>	
1.1	Remove and transport old material to Rebecca Stores	
1.2	Supply and install section insulators with 3 m contact wire on both sides, with new number boards/insulating straps	
1.3	Supply and install of 161mm <sup>2</sup> copper contact wire	
1.4	Supply and install 160mm <sup>2</sup> tiger wire aluminum	
1.5	Supply and install tiger dropper clips(160mm <sup>2</sup> )	
1.6	Supply and install droppers	
1.7	Supply and install knuckles at striking point/ diamond crossings	
1.8	Supply and install vandal proof insulators	
1.9	Supply and install steady arms	
1.10	supply and install single suspension with accessories	
1.11	Supply and install twisted H	
1.12	Supply and install cross by clips	
1.13	Supply and installation of thimbles	
1.14	supply and install contact wire splices	
1.15	Supply and install contact dropper clips	
1.16	Supply and install Straining clamps	

1.17	Supply and install turn buckles at make off points	
1.18	supply and install contact ending cones	
1.19	Supply and install link plates	
1.20	19. Supply and install parallel clamps 160x161 mm2 copper clamps	
1.21	20. Supply and install alu parallel clamps 160x 160mm	
1.22	Supply and install parallel clamps (DLC) 800x160mm	
1.23	Supply and install 159 clamps	
1.24	Supply and install tower hooks	
1.25	Supply and install Twisted H	
1.26	supply and install clevis pin and split pin	
1.27	supply and install contact wire splice	

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2023.

Name: \_\_\_\_\_ Designation \_\_\_\_\_

Signature \_\_\_\_\_