



**prasa**

PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

## REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: KZN/RAIL/09/2022/012/Q-1

REQUEST FOR QUOTATION (RFQ) FOR THE REPAIRS TO STEEL PEDESTRIAN BRIDGE AT UMBILO STATION FOR PRASA KZN

### **COMPULSORY BRIEFING**

DATE: Friday, 07 October 2022

TIME: 10H00

VENUE: PRASA KZN, 65 MASABALALA YENGWA AVENUE, GREYVILLE, 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/09/2022/012/Q-1	CLOSING DATE:	13 October 2022	CLOSING TIME:	10:00
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DESCRIPTION THE REPAIRS TO STEEL PEDESTRIAN BRIDGE AT UMBILO STATION FOR PRASA KZN

**BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE **BID BOX: NO.04** SITUATED AT (STREET ADDRESS):

**65 MASABALALA YENGWA AVENUE**  
**PRASA REGIONAL OFFICE FOYER AREA**  
**DURBAN STATION, ROOF LEVEL ENTRANCE**  
**KWAZULU NATAL**

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

CONTACT PERSON	<b>Rani Padayachee</b>
TELEPHONE NUMBER	<b>0318130138</b>
E-MAIL ADDRESS	<b>rani.padayachee@prasa.com</b>

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA.....
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

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

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

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

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

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

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

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

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

**PART B: TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. **PRESCRIBED IN THE BID DOCUMENT.**
- 1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.

- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....

**NB:**

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

## SECTION 2

### NOTICE TO BIDDERS

#### 1. RESPONSES TO RFQ

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

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

#### 2 COMMUNICATION

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

#### 3 LEGAL COMPLIANCE

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

#### 4 CHANGES TO QUOTATIONS

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

#### 5 PRICING

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

#### 6 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.

#### 7 DISCLAIMERS

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

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

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

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

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

## **8 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.

## **9 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. PRASA is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

## **10 PROTECTION OF PERSONAL DATA**

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

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

## 11 EVALUATION METHODOLOGY

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

(Amend where applicable)

EVALUATION CRITERIA	WEIGHTING
Stage 1	Compliance
Mandatory Compliance	Basic Compliance
Stage 2	Technical/Functionality-N/A
Technical/Functional Requirements (If applicable)	Threshold of 70%
Stage 3	Price and BBBEE
Price	80
BBBEE	20
TOTAL	100

## 12 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.

## 13 VALIDITY PERIOD

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

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

has approved the process the validity of the successful respondent(s)' bid will be deemed to remain valid until finalization of the of award.),

#### 14 DISCLOSURE OF PRICES QUOTED

Respondents are to note that, on 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 CIDB website for construction related RFQ's. (*Where applicable*).

#### 15 RETURNABLE DOCUMENTS

**Returnable Documents** means all the documents, Sections and Annexures, as listed in the tables below. There are three types of returnable documents as indicated below and Respondents are urged to ensure that these documents are returned with the quotation based on the consequences of non-submission as indicated below:

##### 15.1. Mandatory Returnable Documents

Failure to provide Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all documents are returned with their Quotations.

### SECTION 3

#### 1 EVALUATION CRITERIA:

**Stage1 & Stage2:** Adherence to Prequalification requirements and Compliance checklist

**NB:** Compliance Checklist Requirements for all **Services/Goods and works**

**If you do not submit the following mandatory documents your Proposal/Quote will be disqualified automatically:**

No.	Description of requirement	
a)	Price Schedule / Pricing form	
b)	Completion of ALL RFQ declarations	
c)	Joint Venture / Consortium agreement / Trust Deed (if applicable)	
d)	Attendance certificate of compulsory briefing session ( if applicable)	
e)	Completed, Signed and Stamped Commissioner of Oaths	
f)	SBD 6.2 (Declaration Certificate for Local Content)	
g)	Annexure C: Local Content Declaration (Summary Schedule)	
h)	Annexure C: Local Content Declaration to be completed per line item, failure to comply will result in your quote being disqualified.	
i)	Contractors must quote on all items listed on the BOQ	
j)	Bidders to complete submission register when dropping off bids into the tender-box	

k)	Proof of Registration with Compensation Commissioner (as per section A.6 on the project specification). Please adhere to all items listed	
l)	Method Statement / Risk Assessment (as per section A.6 on the project specification). Please adhere to all items listed	
m)	Functionality and Capabilities (as per section A.6 on the project specification). Please adhere to all items listed	
n)	Preliminary Program (as per section A.6 on the project specification) Please adhere to all items listed.	

The following documents are mandatory however bidders will not be automatically disqualified if not submitted Prasa will request the documents and must be made available at the time of request:

No.	Description of requirement	
a)	Valid Tax Clearance Certificate and or SARS Issued Pin	
b)	CSD report / CSD reference number	
c)	Valid and Original, or certified copy of Letter of Good Standing (COID)	

**NB: Valid BBBEE Certificate from a SANAS accredited rating agency (Original or Certified) or affidavit signed by the Commissioner of Oath**

## 2.1 Stage 3

### Technical / Functionality Requirements **N/A**

#### Scoring of Functionality:

The minimum threshold for Technical/functionality criteria is **(70%)** and bidders who score below this minimum will not be considered for further evaluation in terms of price and B-BBEE.

CRITERIA	WEIGHT	SCORES

## 2.2 Stage4- Price and B-BBEE

Evaluation criteria	Weighting
BBBEE	20
Price	80
<b>TOTAL</b>	<b>100</b>

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

Where:

$P_s$  = Score for the Bid under consideration

$P_t$  = Price of Bid under consideration

$P_{min}$  = Price of lowest acceptable Bid

### Evaluation of Preference

Evaluation and final weighted scoring

- a) Broad-Based Black Economic Empowerment criteria [weighted score 20 points] Preference Points will be awarded to a bidder for attaining the B-BBEE status level contribution in accordance with the table indicated in Section 8 B-BBEE claim form.

## SECTION 4

### PRICING AND DELIVERY SCHEDULE

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

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

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

\_\_\_\_\_ code \_\_\_\_\_

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

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

\_\_\_\_\_ (amount in numbers);

\_\_\_\_\_ (amount in words) Incl. VAT.

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

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

## SECTION 5

### PRASA GENERAL CONDITIONS OF PURCHASE

#### General

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

#### Conditions

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

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

#### Local Content Obligations

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

#### Price and payment

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

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

#### Delivery and documents

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

Where items are to be delivered the Supplier:



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

### **Containers / packing material**

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

### **Title and risk**

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

### **Rejection**

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

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

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

### **Warranty**

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

### **Indemnity**

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

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

### **Assignment and sub-contracting**

The Supplier may not assign or subcontract any part of this order/contract without the written consent of PRASA.

## Governing law

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

### SECTION 6

SBD4

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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 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:

.....  
.....

<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.

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.

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<sup>2</sup> 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## SECTION 7

### B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

#### 1. GENERAL CONDITIONS

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

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

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

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

1.4 Preference points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	<b>80</b>
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5.1 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit confirming annual turnover and level of

black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

## 2. DEFINITIONS

- 2.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 “**Black designated group**” has meaning assigned to it in codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.6 “**Black People**” meaning assigned to in Section 1 of Broad-Based Black Economic Empowerment Act.
- 2.7 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8 “**CIPC**” means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- 2.9 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.10 “**consortium or joint venture**” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;
- 2.11 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;
- 2.12 “**co-operative**” means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)
- 2.13 “**Designated Group**” means - i) Black designated groups; ii) Black People; iii) Women; iv) people with disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)

- 2.14 “**Designated Sector**” means, sub-sector or industry or product designated in terms of regulation 8(1)(a)
- 2.15 “**EME**” means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.16 “**firm price**” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.17 “**functionality**” means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- 2.18 “**Military Veteran**” has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011);
- 2.19 “**National Treasury**” has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 2.20 “**non-firm prices**” means all prices other than “firm” prices;
- 2.21 “**person**” includes a juristic person;
- 2.22 “**People with disabilities**” meaning assigned to it in terms of Section 1 of Employment Equity Act, 1998 (Act No. 55 of 1998)
- 2.23 “**Price**” includes all applicable taxes less all unconditional discounts.
- 2.24 “**Proof of B-BBEE Status Level of Contributor**” i) the B-BBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 2.25 “**Rural Area**” i) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.
- 2.26 “**QSE**” means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.27 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.28 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.29 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black

Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;

2.30 “**Township**” means an urban living area that any time from the late 19<sup>th</sup> century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994

2.31 “**Treasury**” meaning assigned to it in Section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999)

2.32 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.33 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

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

### 3. ADJUDICATION USING A POINT SYSTEM

3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

### 4. POINTS AWARDED FOR PRICE

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

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

**80/20**

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

5.2

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

5.3 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances PRASA would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at [www.dti.gov.za/economic\\_empowerment/bee\\_codes.jsp](http://www.dti.gov.za/economic_empowerment/bee_codes.jsp).

5.4 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.

5.5 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating a Verification Agency accredited by SANAS.

5.6 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.

- 5.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 5.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

## 6. BID DECLARATION

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

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

6.2 B-BBEE Status Level of Contribution: . . . = ..... (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

## 7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....?.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

**(Tick applicable box)**

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

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

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

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....

8.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have.
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) if the successful bidder subcontracted a portion of the bidder to another person without disclosing it, PRASA reserves the right to penalise the bidder up to 10 percent of the value of the contract;

- (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (f) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....  
SIGNATURE(S) OF BIDDERS(S)  
DATE: .....  
ADDRESS .....  
.....  
.....

**SECTION 8**

**SBD 6.2**

**DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

**1. General Conditions**

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

	Minimum Threshold for Local Content
<b>STEEL AND CONCRETE REMEDIALS (all replacement steel to be grade 350W)</b>	
B1. Allow for the supply and delivery of new steel for the works to be carried out to the bridge	STEEL COMPONENTS & CONSTRUCTION 100%
B2. Break loose concrete on bases/footings and loose concrete on columns up to the reinforcement's depth.	STEEL COMPONENTS & CONSTRUCTION 100%
B.4 Treat corrosion and replace badly corroded base plates with bolts of the columns and concrete bases of the columns for proper supports.	STEEL COMPONENTS & CONSTRUCTION 100%
B.5. Remove badly corroded rivets. Replace these and missing with new HSEFRICTION BOLTS M20, this is to include proper repairs to the surrounding metal surfaces, etc.	STEEL COMPONENTS & CONSTRUCTION 100%
B.6. Install 254 x 146 x 31kg/m Universal I Beam underneath bridge bolted and welded to underside of existing steel bridge columns with 4M16, Gr 8.8 galvanized bolts per connection	STEEL COMPONENTS & CONSTRUCTION 100%
B.7 Install 90 x 65 x 6mm x 7,07kg/m Angle cross bracing & gusset plates.	STEEL COMPONENTS & CONSTRUCTION 100%
B.8 Repair badly corroded sections columns supporting the bridge panel for proper deck support.	STEEL COMPONENTS & CONSTRUCTION 100%
B.9 Break and Repair concrete base of the I beam column and repair base plates with bolts for proper staircase supports.	STEEL COMPONENTS & CONSTRUCTION 100%
B.10 Break damaged and repair 3m long concrete staircases	STEEL COMPONENTS & CONSTRUCTION 100%
B.12 Supply and install deck/walkway precast concrete panels, including cutting to various lengths.	STEEL COMPONENTS & CONSTRUCTION 100%
B. 13. Patch repair tar on broken areas with premix layer	STEEL COMPONENTS & CONSTRUCTION 100%
B. 14. Supply OptiRustBusta® OR Noxyde paint and coat at 400 microns – minimum on I beams and bridge panels for corrosion protection.	STEEL COMPONENTS & CONSTRUCTION 100%

3. Does any portion of the goods or services offered have any imported content?

*(Tick applicable box)*

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

## LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON  
NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY  
(CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. ....**

**ISSUED BY:** (Procurement Authority / Name of Institution): .....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## SECTION 9

### CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING

Request number:	KZN/RAIL/09/2022/012/Q-1
Request for Proposal:	REPAIRS TO UMBILO PEDESTRIAN BRIDGE FOR PRASA KZN

#### 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 10

### COMMISSIONER OF OATH

*I certify that the undersigned service provider has acknowledged that he/she 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 PRASA for the carrying out of the proposed WORKS knows and understands the contents of this document, that he/she does not have any objection to taking the oath, and that he/she considers it to be binding on his/her conscience, and which was sworn to and signed before me at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and that the administering oath complied with the regulations contained in Government Gazette No. R 1258 of 21 July 1972, as amended.*

\_\_\_\_\_ (Sign – SERVICE PROVIDER)

\_\_\_\_\_ (Name – SERVICE PROVIDER)

#### COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON

STAMP :

NAME & SURNAME:

DESIGNATION/RANK :

PERSAL/EMPLOYEE NO:

PLACE/DATE:

## SECTION 11

### REPAIRS TO STEEL PEDESTRIAN BRIDGE AT UMBILO STATION

#### PART A: GENERAL

#### CONTENTS

- A.1 SCOPE OF WORK
- A.2 ADMINISTRATION OF THE CONTRACT
- A.3 CHANGE OF NAME
- A.4 STANDARD SPECIFICATIONS AND INSTRUCTIONS OF METRORAIL
- A.5 CONSTRUCTION REGULATION REQUIREMENTS
- A.6 DOCUMENTS THAT MUST BE RETURNED AS PART OF THE TENDER
- A.7 CONSTRUCTION PROGRAMME
- A.8 SECURITY AND RETENTION
- A.9 DURATION OF CONTRACT
- A.10 PENALTIES FOR LATE COMPLETION
- A.11 MATERIAL AND LABOUR TO BE SUPPLIED BY METRORAIL
- A.12 MATERIAL AND LABOUR TO BE SUPPLIED BY THE CONTRACTOR
- A.13 PENALTIES FOR DELAYS TO RAILWAY WAGONS
- A.14 SITE
- A.15 SITE SERVICES
- A.16 SERVICES
- A.17 CLEARING OF SITE
- A.18 HOURS OF WORK
- A.19 OCCUPATIONS AND WORK PERMITS
- A.20 PENALTIES FOR ILLEGAL OCCUPATION
- A.21 CO-OPERATION WITH METRORAIL'S TRAIN SERVICES PERSONNEL
- A.22 PENALTIES FOR DELAYS TO TRAINS
- A.23 SAMPLES AND TESTING
- A.24 SITE MEETINGS
- A.25 DAY WORK
- A.26 PLANT HIRE
- A.27 LABOUR AND PLANT RETURNS
- A.28 SITE INSTRUCTION BOOK AND SITE DIARY
- A.29 PERFORMANCE EVALUATION OF CONTRACTOR
- A.30 MEASUREMENT AND PAYMENT
- A.31 INCREASE OR DECREASE IN COSTS OR ESCALATION

## **PART A: GENERAL**

### **A.1 SCOPE OF WORK**

This Request for Quotation (RFQ) is for the repairs to Umbilo Steel Pedestrian Bridge in the North of Durban, and the GPS coordinates are -29,890591:30,984752. The contract duration will be for a period of 10 months. This contract covers concrete beams repairs, premix layer or tar, the steel parapets or panels, steel columns and concrete bases or footings repairs to the pedestrian bridge. The bridge was trucked by an unknown truck which was driving on an M4 freeway on the south cost bound. The scope shall include Traffic Management Plan (TMP) approved by roads department at the local municipality, and the addition of structural steel members, concrete and structural steel repairs, sandblasting and painting of the repaired bridge panels, and any other work arising out of, or incidental to the above or required from the contractor for the proper completion of the WORKS in accordance with the true meaning and intent of the contract documents.

### **A.2 ADMINISTRATION OF THE CONTRACT**

For the purpose of this contract, "Engineer" means the Regional Perway Engineer, PRASA KZN or his duly authorised representative or any person lawfully acting in that capacity.

### **A.3 CHANGE OF NAME**

Wherever reference is made to "South African Railways"; "South African Railways and Harbours"; "South African Transport Services"; "Administration"; "SPOORNET" or "Transnet" in the Standard Specifications, as listed in clause A.14 below, it shall be changed to read "PRASA".

### **A.4 STANDARD SPECIFICATIONS AND INSTRUCTIONS OF METRORAIL**

The following specifications, instructions and documents shall, inter alia, form part of this contract:

- (i) The project specification
- (ii) The schedule of quantities
- (iii) Specification for safety arrangements and procedural compliance with the Occupational Health and Safety Act: Act 85 of 1993 and Regulations E.4E
- (iv) General conditions of contract, (GCC 2015).
- (v) Specification for Works on, over, under or adjacent to Railway lines and near High Voltage Equipment, SPK7/1 (September, 1999).

## **A.5 CONSTRUCTION REGULATION REQUIREMENTS**

A.5.1 The Construction Regulations, 2014, an addition to the Occupational Health and Safety Act, 1993, will be applicable to this contract. The contractor is to ensure familiarity with and compliance to the regulation. The regulation can be obtained from the Department of Labour. The contractor is to ensure that the prices tendered for this contract make allowance for all the requirements of the regulation. Metrorail will consider the prices tendered to include the requirements of the regulation.

A.5.2 As part of the Construction Regulations, 2014, Metrorail has to provide the following documentation to the contractor:

(i) Risks on site

A preliminary risk assessment has been done by the Technical Officer in charge of this contract. This serves to highlight to the Contractor, the risks and hazards on the site of works. This will assist with the compilation of the health and safety programme, the method statement as well as the prices tendered by the contractor.

(ii) Aspects that must be covered in the Health and Safety Programme

To assist with the compilation of the Health and Safety Programme by the contractor, Metrorail has provided a list of elements which should be found in the plan. This list is not necessarily complete and the contractor is allowed to include other elements which are deemed important.

## **A.6 DOCUMENTS THAT MUST BE RETURNED AS PART OF THE TENDER**

A.6.1 The following documents must be returned by the contractor as part of this RFQ submitted:

### **A.6.1.1 Proof of Registration with Compensation Commissioner**

As per clause 4.3.2 of the GCC2015, the Contractor shall submit proof of registration and good standing with the Compensation Commissioner, in terms of Act 130 of 1993.

### **A.6.1.2 Method Statement / Risk Assessment**

The Contractor shall submit, with this RFQ, a detailed method statement indicating the method or process the contractor will use to complete the works. Mention will have to be made of the machinery, tools and equipment that the contractor intends using for each stage of the works. The structure of the method statement should indicate, but not limited to:

1. Traffic Management Plan (TMP)
2. High pressure washing to remove surface laitance
3. Jack supports the bridge deck.

4. Break out defective concrete to spall
5. Grit blasting to severe corrosion areas on handrails.
6. Rehabilitation / replacement of corroded and missing steel/concrete sections
7. Sand blast existing rebar to remove any corrosion and defects
8. Apply Corrosion protection coating to reinforcement and Paint with wet to dry epoxy grout
9. Add additional rebar of various sizes
10. Repair / replacement of spalling concrete members
11. Bond cohesive to concrete elements
12. Patch repairs all cracks and seal with micro propriety concrete.
13. Removal of rusted and detaching steel components on the bridge
14. Risks and mitigation measures associated with this project
15. Information on execution, integration and redundancy for unforeseen delays or occurrences on site
16. Covid-19 compliance Measures
17. The following list of tools must form part of this bid during construction and must be indicated in your method statement submitted:
  - Milling Cutter or Disc Cutter,
  - Crowbar,
  - Tong-and-Groove Pliers,
  - 3 Phase Generator 5KVA,
  - Welding Torch Head and Cylinder stand,
  - Oxygen Cylinder size E (6-17kg),
  - 14 Pound Hammer, etc.

#### **A.6.1.3 Functionality and Capabilities**

The following must form part of your bid:

1. Track Master's Certificate (or train working rules with refresher training not older than 3 years) from accredited institutions.
2. Certificates of a Qualified Civil Engineering Technician or N6 Certificate and one for a Professional Engineer (in Civil)
3. Certificates of a Qualified Professional Electrical Engineer
4. Construction Health and Safety Officer's Certificate (SACPCMP)
5. Construction Project Manager's Certificate (SACPCMP)
6. CIDB Certificate with CIDB Grading of 3CE or Higher.
7. Traffic Management Plan (TMP)
8. List of Essential Tools Available to the Contractor (Relevant to Bridge Repairs, as per item A.6.1.2)
9. Detailed Info of at least 3 projects on recent Structural Projects (relevant to similar project) completed in the past 10 years, indicating the client name, date, and a value of works. The contractor should submit the completion certificates as per the completed projects listed.
10. Preliminary program as to how the bridges will be repaired, in a form of Gant Chart format indicating

start and finish dates, critical paths, and milestones to the project.

11. The Declaration Certificate for Local Content (SBD 6.2) must be completed and duly signed
12. Letter of Good Standing: Compensation for Occupational Injuries & Diseases Act (COIDA)
13. Signed Joint Venture, Consortium Agreement or Partnering Agreement (whichever is applicable)
14. Original or certified B-BBEE certificate issued by SANAS (Certificates issued by IRBA and Accounting Officers have been discontinued, however valid certificates already issued before 1 January 2017 may be used until they phase out completely by December 2017) Bidder to include Affidavit for QSEs and EMEs. In cases of JVs or consortiums, a combined B-BBEE certificate in the name of the JV/Consortium must be submitted.

#### **A.6.1.4. Preliminary Program**

Adequacy and completeness of tenderer's preliminary program must entail the following in a form of Microsoft Project or in a form of Gant Chart format showing estimated start and finish dates, and critical paths.:

- Construction Planning
- Safety file drafting and approval by PRASA
- Site hand over to a contractor
- Traffic Management Plan (TMP)
- Establishment
- High pressure washing to remove surface laitance
- Grit blasting to severe corrosion areas on reinforcements.
- Repair / replacement of corroded steel members
- Repair all spalling on columns, staircases and parapets with an appropriate spall repair technique;
- Remove and replace the premix deck surfacing
- Welding / Replacement of bolts at joints.
- Install new expansion joints
- Removal of rusted and detaching steel components on various bridges
- Testing Materials
- Snags
- De establishment
- Close out Project
- Site hand over back to PRASA

**A.6.2** Failure to provide these documents with the RFP submitted as on section A6.1 will render the RFP incomplete and the RFP will therefore not be considered for award of business.

**A.6.3** There will be a compulsory briefing session and NO site visit for this RFQ, however bidders will be allowed to visit sites on their own time and ask questions for clarity should they need to do so.

#### **A.7 CONSTRUCTION PROGRAMME**

The Contractor shall, within three days of the date of written notification of acceptance of his/her RFQ, submit a detailed programme of work in the form of a bar chart, or other means acceptable to the Technical Officer, showing, inter alia, the duration, expected occupation or work permit dates, expected delivery dates of materials, machinery and equipment, and the starting and completion dates of each major activity in the Contract. Where the activity is on-going and not of a once-off nature the proposed weekly production rate shall be indicated. Failure to submit the construction programme on time will result in the cancellation of the contract.

#### **A.8 SECURITY AND RETENTION**

Void

#### **A.9 DURATION OF CONTRACT**

A.9.1 Metrorail Durban requires that the **PHYSICAL WORKS be completed within Ten Months**, which period shall include any statutory and builder's holidays falling within this period. The completion date will be determined by adding the period specified above to the date of written notification of acceptance of RFQ, or to such later date as may be specified in the advice of award. Lead-time has been built into the period specified.

#### **A.10 PENALTIES FOR LATE COMPLETION**

Should the Contractor fail to complete the WORKS by the date stipulated in the contract or such extended period as may be allowed, he/she shall pay Metrorail as penalties in terms of the Conventional Penalties Act of 1962, as amended, the sum of R1000 (one thousand Rand), per day of part thereof beyond the completion date, as defined in A.9.1.

#### **A.11 MATERIAL AND LABOUR TO BE SUPPLIED BY METRORAIL**

Void.

#### **A.12 MATERIAL AND LABOUR TO BE SUPPLIED BY THE CONTRACTOR**

A.12.1 The Contractor shall provide all material as detailed in the schedule of quantities.

A.12.2 The Contractor shall provide all Supervision and Labour necessary for the proper execution and completion of the WORKS.

PRASA/Metrorail support B-BBEE. The Contractor shall make extensive use of labour of the local communities. When called upon by the Engineer, the Contractor shall provide documentary proof in this regard.

A.12.3 The Contractor shall supply qualified TWO Flagmen (with a refresher training not older than 2 years) and ONE Track Master or train driver with train working rules for the protection of his personnel at the working site/s AND qualified personnel with a C Green Certificate for any work within 3 meters of the OHTE if any. All qualifications must be from approved or accredited institutions.

#### **A.13 PENALTIES FOR DELAYS TO RAILWAY WAGONS**

When wagons, consigned to PRASA, are to be unloaded by the Contractor, the Engineer will give the Contractor 24 hours notice of the place and time of placing of wagons for unloading. The Contractor shall unload the wagons as expeditiously as possible, but should he fail to unload any wagon within 24 hours of it being placed for unloading, he/she shall be liable to pay the following penalties for the whole period between the expiration of the 24 hours period allowed and the time the wagon is finally unloaded, irrespective of what days intervene:- Bogie wagons: R11,85 per hour or part thereof with a maximum of R260,00 per day.

The Contractor shall, as soon as he/she has unloaded any wagon, advise the Engineer, giving the date, time and number of wagons unloaded. The same conditions and penalties shall apply to empty wagons into which the Contractor has to load released material or material supplied by the PRASA surplus to requirements. The penalties payable by the Contractor will be deducted from any monies becoming due to him.

#### **A.14 SITE**

The location and extent of the sites is Umbilo Station located North of Durban and the GPS coordinates are -29,890591:30,984752. The sites available for the Contractor's camp will be pointed out during the site inspection. Access to the site is by public roads as well as by the service roads along the railway line. The Contractor must acquaint himself/herself with the available access to the site and the condition of the roads during the site inspection. Metrorail will not be liable to ensure all weather passage on the service roads. No housing of employees of the Contractor will be allowed on the property of PRASA, and the Contractor shall make his/her own arrangements for the housing of his employees.

#### **A.15 SITE SERVICES**

The Contractor shall make his own arrangements for the supply of water (for all purposes), light, power, sanitation and telephones, as required on the site.

#### **A.16 SERVICES**

All known services will be pointed out to the Contractor. Where the position of a known service cannot be determined with sufficient accuracy, by visual inspection, the Contractor shall open up and make further

investigation before commencing with any of his activities related to this scope in that vicinity, so that the position of such services may be determined with sufficient accuracy. Thereafter the Contractor shall assume responsibility for all known services. The Contractor shall take all reasonable precautions to protect existing services during his activities on the site, and any known service damaged as result of the Contractor's operations, shall be repaired and reinstated by the Contractor or the Authority concerned, all at the expense of the Contractor and to the satisfaction of the Engineer. If a known service is damaged, the Engineer must be notified immediately and all work on site must stop until the extent of the damage is quantified.

#### **A.17 CLEARING OF SITE**

The Contractor shall clear the site for his/her camp and the cost thereof shall be included in the rates tendered. The contractor is to ensure that each site on which he/she works is cleared of all waste on completion of the day's work. The waste must be disposed off at a registered dumping site and dumping certificates must be provided. All reusable material extracted from the bridges must be transported to Springfield Metrorail's depot. Final payment will not be made unless all waste is removed from site and the site is clean.

#### **A.18 HOURS OF WORK**

Attention is directed to the provision of clause 10 of the GCC. No work will be permitted outside normal working hours, on Sundays, Saturdays and Public Holidays, unless the permission of the Engineer has been obtained in writing. The permission will only be granted to suit occupation periods granted or in other exceptional circumstances and under such conditions the Engineer may decide. Normal working hours shall mean the period from 08:30 to 15:00 on normal weekdays.

#### **A.19 OCCUPATIONS AND WORK PERMITS**

Total occupations and work permits will be required for work within 3m of the OHTE and tracks. The maximum duration of occupations/work permits will normally not exceed six hours nor be less than three hours and can only be granted on weekends. Between Train Occupations/work permits will normally be granted from 08:30 to 15:00 on weekdays. The Contractor shall apply for occupations/work permits, or "work between trains permits" 28 days in advance. Late applications will not be considered. Penalties for late completion will not be waived should the contractor not apply for occupations in time. Also refer to clause A.7 and B.1.1.

#### **A.20 PENALTIES FOR ILLEGAL OCCUPATION**

The Contractor is not allowed to work on site without an occupation notice or the required protection. Should the Contractor perform any work on site, without an occupation notice or without the required protection, then

the Contractor shall pay to PRASA, a penalty of R1,000.00 (One Thousand Rand) or shall be black listed and not be allowed to tender for any work at Metrorail. The decision as to the penalty for illegal occupation

will be made by the Engineer. Also refer to clause A.28 for the tool that will be used to evaluate the performance of the Contractor.

#### **A.21 CO-OPERATION WITH METRORAIL'S TRAIN SERVICES PERSONNEL**

The Contractor shall liaise and cooperate with the staff of PRASA during any type of occupation at all times and in all respects, to obviate any delays. Should any train service be affected due to the negligence on the part of the Contractor, penalties will be raised in terms of clause 16 of the SPK7/1. See clause A.22 of this General Specification for amounts that will be charged for delays to the train service.

#### **A.22 PENALTIES FOR DELAYS TO TRAINS**

Should the Contractor cause delays to the train service, either by late finish of daily occupation or inability to comply with the working programme and scheduled occupations, then the Contractor shall pay to PRASA, a penalty of R80.00 per train that was delayed.

#### **A.23 SAMPLES AND TESTING**

The contractor will be responsible for testing of all reinforcement or steel element and or concrete elements if they still conform to the standards and safety

#### **A.24 SITE MEETINGS**

Site liaison meetings will be arranged by the Engineer as necessary. The Contractor or his duly authorised representative shall be available when called upon to attend site meetings with the Engineer or his representative.

#### **A.25 DAY WORK**

No work shall be performed on a day work basis in terms of GCC2015, unless ordered by the Engineer.

#### **A.26 PLANT HIRE**

Void.

#### **A.27 LABOUR AND PLANT RETURNS**

Void.

#### **A.28 SITE INSTRUCTION BOOK AND SITE DIARY**

A.28.1 Metrorail will issue on a site instruction book, any instructions that need to be issued to the Contractor. The Contractor will have to sign for all instructions issued and will be issued with copies of the instructions.

A.28.2 The contractor will be responsible for keeping a site diary with all information related to the contract. This diary will have to be kept to make record of rain delays, production for the day, visitors to the site, expected date of material delivery, material delivered daily, labour and plant on site each day, etc. This will have to be filled in daily and will be called for should there be a request for an extension in contract period.

#### **A.29 PERFORMANCE EVALUATION OF CONTRACTOR**

This contract and the Contractor's performance will be evaluated. The evaluation document can be found at the end of the contract or may be made available to the contractor on his request. The evaluation will be done with each payment by the Engineer and Technical Officer in conjunction with the Contractor. This evaluation document will be used as a reference for future contract award by Metrorail.

#### **A.30 MEASUREMENT AND PAYMENT**

Measurement and payment will be as per the schedule of quantities and as per clause 6.7 of the GCC 2015.

#### **A.31 INCREASE OR DECREASE IN COSTS OR ESCALATION**

No contract adjustment or escalation factors are applicable to this contract.

#### **A.32 APPLICABLE STANDARD SPECIFICATIONS**

The following standard specifications will be applicable to this contract (these specifications are not issued with this document).

SABS 1200	A	1986	GENERAL
SABS 1200	AH	1986	STRUCTURAL
SABS 1200	G	1982	CONCRETE (STRUCTURAL)
SABS 1200	GE	1984	PRECAST CONCRETE (STRUCTURAL)
SABS 1200	H	1990	STRUCTURAL STEELWORK
SABS 1200	HA	1990	STRUCTURAL STEELWORK (SUNDRY ITEMS)
SABS 1200	MH	1996	ASPHALT BASE AND SURFACING
SABS 1200	C	1990	SITE CLEARANCE
SABS 1200	DA	1990	EARTHWORKS (SMALL WORKS)
GCC 2015			GENERAL CONDITIONS OF CONTRACT 3rd EDITION

## PART B:

### EMERGENCY REPAIRS TO STEEL PEDESTRIAN BRIDGE AT UMBILO STATION

#### **B.1 GENERAL**

##### **B.1.1 Occupations**

For the works required for this RFQ, total occupation (overhead work permit) for the line concerned shall be granted between 09:00 and 16:00 on Sundays. Note that a working programme from the Contractor is required in order to schedule works and apply for occupations as per Clause A.7. Between Trains occupations shall be granted between 08:30 and 15:00 on all days (Monday through Sunday)

##### **B.1.2 Protection**

The Contractor shall supply a fully qualified Track master and flagmen to protect the work site where necessary for the proper execution of the Works. Work will not be allowed to continue without this protection.

#### **B.2 TRACK STANDARDS, TOLERANCES AND ACCEPTANCE OF WORK**

##### **B.2.1 Track standards and tolerances**

Void.

##### **B.2.2 Acceptance of work**

Only when the Contractor is satisfied that the specified standards have been obtained shall he notify the Technical Officer, in writing, that the work is within the specified standards and tolerances and that he requires an inspection of the work. After receipt of his request, the engineer will arrange for an inspection of the works to be carried out within two working days.

##### **B.2.3 Payment**

No separate payment will be made for the work described in clause B.3.

#### **B.3 SPECIFICATION OF PROPOSED WORKS**

##### **PROJECT SPECIFICATIONS**

PORTION 1	–	THE WORKS
PORTION 2	–	STANDARD SPECIFICATIONS

## 1. PROJECT SPECIFICATIONS

### Scope

This project specification is set out in two portions. Portion 1 covers a general description of the project, the facilities available and the requirements to be met. Portion 2 covers variations and additions to standardized / particular specifications that are applicable to the contract.

### Status

Should any requirements of the project specification conflict with any requirement of the listed standardized or particular specifications, the requirements of the project specifications shall prevail.

### 1.1. PORTION 1 THE WORKS

#### 1.1.1 General Description

The contract entails the following:

The work entails: Refer to A6 of this specification

All steel surfaces to be thoroughly cleaned to remove all corrosion and expose clean metal prior to welding and applying primer. The specification for surface preparation and painting is attached

#### 1.1.2 Construction Programme and Method Statement

Within **one week** of the contract award, the contractor shall be required to submit a detailed and final construction programme in the form of a bar chart or other suitable format, setting out the intended progress of the works. Each major section of work shall be shown separately. The Contractor must liaise with Metrorail to establish work permit requirements and how this influences the final program. Adequate allowance should be made for the impact of potential work stoppages frequent or infrequent, caused by rail traffic, pedestrian / passenger usage of structures.

The Contractor shall programme his work, taking into consideration the constraints related to work in the vicinity of railway lines and must clearly indicate the days of occupation/work permits that will be required. NB: The BoQ's should include protection fees and the contractor will therefore provide protection as required.

The following permit closure periods will be allowed for all bridges that form part of this RFQ:

Normal Occupation (T-AOT) (Monday to Saturday)

- Daytime Peak Hours : 08:30am to 15:00pm
- Night Off Peak Hours : 19:00pm to 05:00am (if authorised by the engineer)

Total Occupation (L-AOT) (Monday to Friday)

- Daytime : 08:30am to 15:00pm (if authorised by the engineer)
- Night-time : 20:00pm to 04:00am (if authorised by the engineer)

Total Occupation (Saturday to Sunday)

- Daytime : 06:00am to 06:00pm

Working at night is however not deemed desirable and such work will **ONLY consist of PREPARATION WORK** and will only be carried out with the written permission of the Engineer and the obtaining of appropriate occupation permit(s) which must be applied 4 weeks in advance. The need for night work will be at the sole discretion of the Engineer who will grant the required permission only if he is satisfied that the work cannot be done at any other time or in any other way. The mere fact that doing the work during normal working hours will be slow, difficult or more costly will not constitute sufficient reason for it to be done at night. All construction activities that have commenced must be fully completed within the agreed programme without any interruption or delay by diverting, if necessary, assigned resources from other activities. The contract programme, which has to be submitted with the RFQ documents, must be carefully determined and provide adequate detail. This programme shall form the basis of the contract programme required in terms of the general conditions of contract.

**The Contractor must include full compensation in the relevant tender rates for any additional costs that may be the result of these requirements, including labour over time.**

Once the Engineer has approved the programme, it shall be adhered to by the Contractor, unless the approval of the Engineer is obtained for any amendment that may be necessary.

### **1.1.3 Construction Constraints and Specific Requirements**

#### **1.1.3.1 Occupations and work permits for work in the vicinity of rail lines and near high voltage equipment**

In all instances the Contractor must note the requirements of **Transnet Ltd: Specifications for works on, over, and under railway lines or adjacent to high voltage equipment (E7/1)** and all other requirements as included in this document.

The Contractor is to be aware that a portion of the work entails working over or the vicinity of rail lines/freeway and near high voltage equipment. Allowance for the cost of the switching off of high voltage equipment has been made, but the Contractor must program his activities in such a way, that once switched off the majority of the work that can be done over or around that specific area to be completed in order to minimize these costs. (Electrified lines will only be allowed to be switched off from 09:00 in the morning until 14:00 in the afternoon on weekdays should the permit be granted). Occupations and work permits will normally be granted between 09:00 and 15:00 of which the actual working time available to the Contractor will not exceed 4 hours (Allowance is made for switching operation at beginning and end of occupation).

**Additional occupation and work permit requests, other than those clearly stipulated on the Contractors program, may be subject to a charge at the applicable rates for the sole cost of the Contractor.**

### 1.1.3.2 *Control of Work and Quality Assurance*

It is an essential element of this contract that the control of the work, the Quality Control and Quality Assurance falls under the direct control of the Contractor. Should the Tenderer have a specialist sub-contractor, special arrangements will be required in terms of their contractual arrangement to ensure that the above control is possible. Such arrangements are to the Tenderers discretion but the Tenderer must demonstrate that the arrangement is functional and workable to the entire satisfaction of the Engineer.

The contractor shall clearly demonstrate his experience with the specified proprietary products (or approved alternatives) via the drafting of a quality assurance programme (subject to the approval of the Technical Officer). The quality assurance program shall in particular detail all hold points, recording of data, witness points, for the relevant actions in which proprietary materials are required.

The Quality Control on site shall be structured, and the Quality Control Manager of such a position has to have a veto on the progress of the works. Attention to detail will be of prime importance. Should the Quality be of an unacceptable standard, the Engineer, who shall be the sole arbitrator as to the sufficiency of the standard achieved shall stop the works and no other work shall continue until the Quality is of an acceptable standard.

### 1.1.4 **Site Facilities**

#### 1.1.4.1 *Water Supply*

The Contractor will have to make his own arrangements with regards to water supply for his construction work.

#### 1.1.4.2 *Power Supply*

The Contractor will have to make his own arrangements with regards to power supply.

#### 1.1.4.3 *Location of Construction Camp*

The contractor must make provision for the identification and or rental space of a suitable camp site and get consent from client and local authorities.

The Contractor must make provision for his own office requirements, safe storage areas, etc. The Contractor must make his own provision elsewhere and away from the construction sites for his staff housing.

#### 1.1.4.4 *Sanitary Facilities*

Sanitation facilities if available at any of the railway stations are not to be used by the Contractor or his personnel. The Contractor is to provide his own facilities. The facilities must comply with all applicable health standards and must be approved by the relevant health and environmental authorities.

#### 1.1.4.5 Telephone Facilities

The Contractor will have to make his own arrangements for communication facilities which will enable the Engineer to make contact with him during normal office hours. If and when required the Contractor must make the telephone facilities available to the Engineer or his Representative for use on the contract. All costs in this regard are for the Contractors account and are not recoverable.

#### 1.1.4.6 Site Book

The Contractor shall at his own expense supply a new A4 size triplicate carbon copy book marked "SITE BOOK", supply the necessary carbon paper and renew when full. This book must be kept in the Contractor's Site Office and from time to time the Engineer will note his instructions and orders in it. This book shall be available from the first day of the Contract and at all times be accessible to the Engineer and kept in a clean state. All entries in this book shall be deemed as handed to and received by the Contractor on the date of such entry. In the case of entries confirming previous verbal instructions, the instruction will be in force from the time of the verbal instruction. If the Contractor should lose the book it will be considered a grave offense on his part. In such a case the Engineer's version of the entries that have been lost will be assumed correct and binding.

### 1.1.5 Features Requiring Special Attention

#### 1.1.5.1 Existing Services

Part of the work will take place in areas where there are existing electric cables. The approximate positions of these services will be pointed out to the Contractor on site. Special care must be taken where these services need to be exposed in order to cross them, cut into them or new services to be joined to existing services. Where these existing services are damaged by the Contractor, it must be repaired with acceptable materials at the cost of the Contractor, to the approval of the Engineer / Services Authority.

#### 1.1.5.2 Pollution

The Contractor must take proper care not to pollute natural springs, fountains, dams, rivers, etc. during the execution of the Contract. In the event of spillage, the Contractor must resort to prompt action to clear the affected areas. A cumulative penalty of R2000.00 / incident shall be imposed on the contractor. The Engineers' decision acting on the advice of a recognised environmentalist will be final.

#### 1.1.6 Site Security

The Contractor must take note of the security measures that may be required at the location. No direct payment for security measures shall be made and the Contractor shall make adequate provision in his tendered rates for all security measures deemed necessary by him to protect and safeguard his staff, plant, materials and equipment.

### 1.1.7 Occupational Health and Safety Act

The contractor shall ensure that he is fully conversant with the latest edition of the Occupational Health and Safety Act.

### 1.1.8 Construction Notice Boards

As per the engineer's instruction, the Contractor must install the notice boards where the commuters are approaching the work area and barricade the area of work to restrict the unauthorised entrance by the public.

### 1.1.9 General

Wherever reference, in the contract documents/specifications, is made to "Transnet Property" it shall be changed to read and mean: "Prasa/Metrorail Property". As Metrorail on behalf of Prasa/Metrorail Property controls access to and is responsible for the maintenance of the property and the assets as well as the provision of all services related to the Rail Commuter Transport on behalf of Prasa/Metrorail the Contractor shall abide by all rules, regulations and conditions as may be laid down or required by Metrorail for proper execution of the contract.

## 1.2 PORTION 2 SPECIFICATIONS

### 1.2.1 Applicable Standard Specifications

The following standard specifications will be applicable to this contract (these specifications are not bound in nor issued with this document).

SABS 1200	A	1986	GENERAL
SABS 1200	AH	1986	STRUCTURAL
SABS 1200	G	1982	CONCRETE (STRUCTURAL)
SABS 1200	GE	1984	PRECAST CONCRETE (STRUCTURAL)
SABS 1200	H	1990	STRUCTURAL STEELWORK
SABS 1200	HA	1990	STRUCTURAL STEELWORK (SUNDRY ITEMS)
SABS 1200	MH	1996	ASPHALT BASE AND SURFACING
SABS 1200	C	1990	SITE CLEARANCE
SABS 1200	DA	1990	EARTHWORKS (SMALL WORKS)
GCC 2015			GENERAL CONDITIONS OF CONTRACT 3 <sup>rd</sup> EDITION

### 1.2.3 PAINT SPECIFICATION

## CONTENTS

CLAUSE	DESCRIPTION
PS2.1	SURFACE PREPARATION
PS2.2	SEALING OF GAPS AND CREVICES BETWEEN STRUCTURAL MEMBERS

**PS2.1 Surface Preparation**

Remove all oil and grease by washing with a water emulsifiable solvent degreaser that will leave no residue that may be incompatible with the paint coating and high pressure wash (300bar with potable water).

Followed either by:

- (a) Abrasive blast with a fine to medium dry grit (mineral slag grade B90 or similar) to a cleanliness of Swedish Standard Sa 2 according to ISO 8501-1: 1988 to obtain a surface profile not exceeding 60 microns,

Or by:

- b) Mechanical spot cleaning of affected areas that can include abrasive blast cleaning, depending on the condition of the existing coats.

**PS2.2 Sealing of gaps and crevices between structural members**

The Technical Officer will point out all gaps and crevices between structural members where painting is not accessible. These places must be filled with a suitable acrylic sealer after applying the first coat. For gaps and crevices wider than 5mm, backing cord should be used. Apply the next coat according to the sealer manufacturer's specification.

**PS2.3 Paint Systems**

There are only two approved paint systems and no other system is allowed. The Contractor must allow both suppliers to quote and the preferred supplier must be selected. Once the supplier is selected a detailed specification, based on a preliminary site inspection by the paint supplier and the table below, must be obtained from the relevant supplier which is suitable for the environmental and service conditions at the site and include equipment to be used, surface preparation, quality control and monitoring of the painting operation. The supplier must monitor the preparation and application procedures and submit reports. The supplier must also guarantee the performance of the paint system after completion of the project and monitor such performance up to TEN YEARS AFTER COMPLETION OF THE PROJECT and submit written reports to the client. Contrasting colours are required for each coat. The final coat must be SABS 1091 G 22 Dove Grey (Battleship Grey / Buff) or D 30 French grey (Mill Green / Grey green) (or similar) or must be specified by the client.

Inland

(Corrosion rate C1 to C3)

Paint System	Coats	Film Thickness (microns)
		Total dry film thickness
OptiRustBusta® OR Noxyde #	At least two coats with a stripe coat * in between coats	300 microns minimum

Coastal (Closer than 50km from the sea) or other harsh areas

Corrosion rate C4 and higher)

Paint System	Coats	Film Thickness (microns)
		Total dry film thickness
OptiRustBusta® OR Noxyde #	At least two coats with a stripe coat * in between coats	400 microns minimum

\*To be applied to all sharp edges, rivets, bolts and nuts.

# Noxyde is supplied by:

*Stoncor Africa, 8 Cresset Road, Midrand Industrial Park,  
P.O. Box 2205, Halfway House, tel. 011 254 5500.*

# OptiRustBusta is supplied by:

*Optima Coatings, 23 E Calder Road, Mayville, Durban.  
P.O. Box 866, Westville, 3630 tel: 011 955 6166*

Please note that the full quantity of paint might not always be available at stock as it is imported from Belgium. The lead time might be approximately six weeks from date of order. Payment might be required with order. Price might be subjected to the Euro / Rand exchange rate and must be allowed for in the **Schedule of quantities and prices**.

**Painting under sleepers:**

This action shall be done under supervision of the local Depot's Track personnel and may commence between trains.

In order to blast and paint the top of the flanges under the sleepers, every 2<sup>nd</sup> sleeper must be loosened and moved without affecting the standard track gauge, leaving the other sleepers on either side of the loose one still attached to the bridge steelwork.

The loosened sleeper shall only be moved back to its original position after 24 hours after applying the final coat. The process shall then repeat itself by loosening and moving the other alternative sleepers. Special care must be taken not to damage the painted area when moving the sleepers back.

**Painting of under clearance markers/areas:**

This bridge is under clearance. The face of the steelwork when approaching the bridge by rail, on both sides and both ends shall be painted with black and yellow alternating stripes, 200mm wide, at an angle of 45 degrees by using an approved single pack water based acrylic polyurethane coating that is compatible with the rest of the coating system. This will apply to a height of between 1 metre and 3 metre above rail level measured vertically and is meant to warn the train driver of limited clearance. It shall be applied after the full paint system has been applied.

## Painting of hand rails

An approved single pack water based acrylic polyurethane coating shall be used as top coat for hand rails.

### PS2.4 Test Methods and References

Unless otherwise agreed in writing by the Engineer, the following test methods shall be used:

- Determination of cleanliness after surface preparation:  
SABS Test Method 767 and ISO 850-1. Refer also to SABS 064 Section 4.3 and 4.4.
- Determination of surface profile:  
SABS Test Method 772 (micrometer gauge).

- Freedom from dust and debris:

SABS Test Method 769.

- Dry film thickness:  
SABS Test Method 141 (Instrument calibrated on a smooth reference surface).
- Soluble Salts (Weber Reilly Reagent):

This test may only be applied to a freshly blast cleaned surface. Shake well the bottle of Weber Reilly Reagent before use. Apply only by spray to the area to be tested to give a solid white coating. Allow 5 minutes for reaction, then observe pink or red colorants. Compare the darkest colour with the standard card and estimate the iron concentration. The Weber Reilly method is a quick field test. The results can be verified using ISO 35/12/2 N 146 of 1990.

## REFERENCES

DS2.7.1		<i>Standards and Codes</i>
SABS 064	-	Preparation of Steel Surfaces for Coating.
SABS 0120	-	Code of Practice for use with Standardized Specification for Civil Engineering Construction – General.
SABS 0157	-	Code of Practice for Quality Management Systems.
SABS 0158	-	Code of Practice for Glossary of Terms for Quality Assurance and Quality Control.
SABS 1200 HC	-	Standardized Specification for Civil Engineering Construction – Corrosion Protection of Structural Steelwork.

### BOQ/ PRICING SCHEDULE

ITEM NO.	PAY-MENT	DESCRIPTION	LOCAL CONTENT	UNIT	QTY	RATE (R)	AMOUNT (R)
A	SABS 1200A	<b>PRELIMINARIES AND GENERAL</b>					
	8.3	<b>FIXED-CHARGE AND VALUE-RELATED ITEMS</b>					
A1	8.3.1	Allow for all fixed related items to comply with the contract conditions	N/A	Sum	1		
A2	8.3.2	Establish Facilities on site	N/A	Sum	1		
A3	8.3.4	Removal of Contractor's site establishment on completion	N/A	Sum	1		
	8.4	<b>TIME-RELATED ITEMS</b>					
A4	8.4.1	Allow for compliance with all time-related conditions of contract	N/A	Sum	1		
A5	8.4.2	Operate and maintain facilities on site	N/A	Sum	1		
A6		Compliance to the OSH Act including all site programmes, inductions etc.	N/A	Sum	1		
A7		Allow for Security	N/A	Months	10		
A8	8.4.3	Supervision	N/A	Months	10		
		<b>FEATURES REQUIRING SPECIAL ATTENTION</b>					
A9	8.8.4	Existing services: working in close proximity to live electric cables	N/A	Sum	1		
A10		Removal of removed steel, and grit	N/A	Sum	1		
A11		Protection (1 Trackmaster and 2 Flagmen) (Provisional Amount)	N/A	Days	160		
A12		Provision of Scaffolding for Bridge Jerking	N/A	Sum	1		
A13		Testing of all reinforcement or steel elements and / or concrete elements	N/A	Sum	1		
A14		Community Liaison Officer and/or Business Forums (Provisional)	N/A	Sum	1		
<b>TOTAL CARRIED FOWARD</b>							

ITEM NO.	PAY-MENT	DESCRIPTION	LOCAL CONTE NT	UNIT	QTY	RATE (R)	AMOUNT (R)
<b>B</b>		<b>STEEL AND CONCRETE REMEDIALS (all replacement steel to be grade 350W)</b>					
B1		Allow for the supply and delivery of new steel for the works to be carried out to the bridge	100%	t	2		
B2		Break loose concrete on bases/footings and loose concrete on columns up to the reinforcement's depth.	100%	m <sup>3</sup>	6		
B3		Remove and dispose to Springfield Depot the reusable steel sections or dispose to registered dumping site unusable steel and concrete rubble (Provisional)	N/A	t	3		
B4		Treat corrosion and replace badly corroded base plates with bolts of the columns and concrete bases of the columns for proper supports.	100%	No.	2		
B5		Remove badly corroded rivets. Replace these and missing with new HSFG FRICTION BOLTS M20, this is to include proper repairs to the surrounding metal surfaces, etc.	100%	No.	40		
B6		Install 254 x 146 x 31kg/m Universal I Beam underneath bridge bolted and welded to underside of exiting steel bridge columns with 4M16, Gr 8.8 galvanized bolts per connection	100%	m	4		
B7		Install 90 x 65 x 6mm x 7,07kg/m Angle cross bracing & gusset plates.	100%	m	11		
B8		Repair badly corroded sections columns supporting the bridge panel for proper deck support.	100%	No.	12		
B9		Break and Repair concrete base of the I beam column and repair base plates with bolts for proper staircase supports.	100%	m <sup>3</sup>	2		
B10		Break damaged and repair 3m long concrete staircases	100%	No.	5		
B11		Remove deck/walkway precast	N/A	No.	10		

		concrete panels to spoil or store for re-use						
B12		Supply and install deck/walkway precast concrete panels, including cutting to various lengths.	100%	No.	10			
B13		Patch repair tar on broken areas with premix layer	100%	m <sup>2</sup>	28			
B14		Supply OptiRustBusta® OR Noxyde paint and coat at 400 microns – minimum on I beams and bridge panels for corrosion protection.	100%	l	70			
<b>TOTAL CARRIED FORWARD</b>								

**SUMMARY OF SECTIONS**

SECTION	DISCRIPTION	AMOUNT (R)
<b>SECTION A</b>	PRELIMINARIES AND GENERAL	
<b>SECTION B</b>	STEEL AND CONCRETE REMEDIALS	
	<b>TOTAL</b>	
	VAT at 15%	
	<b>TOTAL CARRIED FORWARD TO TENDER AS TENDER AMOUNT</b>	

## Annex C

## Local Content Declaration - Summary Schedule

(C1) Tender No.				Note: VAT to be excluded from all calculations
(C2) Tender description:				
(C3) Designated product(s)				
(C4) Tender Authority:				
(C5) Tendering Entity name:				
(C6) Tender Exchange Rate:	Pula <input type="text"/>	EU <input type="text"/>	GBP <input type="text"/>	
(C7) Specified local content %				

Calculation of local content								Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
								(C20) Total tender value	R 0		
Signature of tenderer from Annex B								(C21) Total Exempt imported content	R 0		
								(C22) Total Tender value net of exempt imported content	R 0		
								(C23) Total Imported content	R 0		
								(C24) Total local content	R 0		
Date: <input type="text"/>								(C25) Average local content % of tender			