



prasa

PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: KZN/CRES/08/2023/005/Q

REQUEST FOR QUOTATION (RFQ) FOR APPOINTMENT OF SERVICE PROVIDER/S FOR FENCE REPLACEMENT AT VARIOUS STATIONS AND DEPOTS IN THE KZN REGION ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 36 MONTHS (3 YEARS)



SECTION 1

SBD1

PART A INVITATION TO BID

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

BID NUMBER:	KZN/CRES/08/2023/005/Q	CLOSING DATE:	25 September 2023	CLOSING TIME:	12:00 noon
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER/S FOR FENCE REPLACEMENT AT VARIOUS STATIONS AND DEPOTS IN THE KZN REGION ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 36 MONTHS (3 YEARS)				

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

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

65 MASABALALA YENGWA AVENUE
 PRASA REGIONAL OFFICE FOYER AREA
 HELPDESK
 PRASA SCM
 KWAZULU NATAL

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Mr. Qiniso Makaluza
TELEPHONE NUMBER	031 813 0376
E-MAIL ADDRESS	Qiniso.makaluza@prasa.com

SUPPLIER INFORMATION

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

<p>2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [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 [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**

1.3. **PRESCRIBED IN THE BID DOCUMENT.**

1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE 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.*
- *PRASA reserves the right to award the contract to more than one company*
- *Compulsory briefing session will be held on the 31st of August 2023 at 10h00 am at the following venue PASSENGER RAIL AGENCY OF SOUTH AFRICA, 65 MASABALALA YENGWA AVENUE, GREYVILLE, DURBAN STATION, SHOSHOLOZA MEYL WAITING AREA. We shall proceed to one of the sites where prospective bidders will be shown physically items that needs to be tendered for.*

SECTION 2 NOTICE TO BIDDERS

1. RESPONSES TO RFQ

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

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

2 COMMUNICATION

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

3 BIDDERS COMPLAINTS PROCESS

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

3.1.1 Bid/Tender Description

3.1.2 Bid/Tender Reference Number

3.1.3 Closing date of Bid/Tender

3.1.4 Supplier Name;

3.1.5 Supplier Contact details

3.1.6 The detailed compliant

4 LEGAL COMPLIANCE

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

5 CHANGES TO QUOTATIONS

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

6 PRICING

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

7 BINDING OFFER

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

8 DISCLAIMERS

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

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

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

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

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

9 LEGAL REVIEW

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

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

11 PROTECTION OF PERSONAL DATA

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

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

12 EVALUATION METHODOLOGY

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

EVALUATION CRITERIA	WEIGHTING
Stage 1	Compliance
Mandatory Requirements	
Stage 2	Technical/Functionality
Technical/Functional Requirements	Threshold of 70%
Stage 3	Compliance
Other Mandatory Requirements	
Stage 4	Price and Specific Goals
Price	80
Specific Goals	20
TOTAL	100

13 ADMINISTRATIVE RESPONSIVENESS

The test for administrative responsiveness will include completeness of response and whether all returnable and/or required documents, certificates; verify completeness of warranties and other bid requirements and formalities have been complied with. Incomplete Bids will be disqualified.

14 VALIDITY PERIOD

14.1 PRASA requires a validity period of **60 Working Days** from the closing date.

14.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the delegated authority has approved the process the validity of the successful respondent(s)' bid will be deemed to remain valid until finalization of the award.),

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

Respondents are to note that, bid awards, amendments and cancellations will be published on the e-tender portal and or media used to advertise the bid. For the award of business, PRASA is required to publish the prices and preferences claimed of the successful and unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), on CIDB website for construction related RFQ's. (*Where applicable*).

16 RETURNABLE DOCUMENTS

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

16.1. Mandatory Returnable Documents

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

SECTION 3

1 EVALUATION CRITERIA:

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

Stage 1 – Mandatory Requirements

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

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

No.	Description of requirement	Attached (Yes/No/ N/a)
a)	Completion of ALL RFP documentation, ALL declarations, ALL Standard Bidding Documents. <i>Above must be completed & duly signed where applicable</i>	
b)	Completion of briefing Session Form D. Bidders must also fill and sign on the Compulsory Briefing Session Attendance Register	
c)	Joint Venture / Consortium agreement / Trust Deed/ Confirmation in writing of their intention to enter into a JV or consortium agreement signed by all parties should they be awarded business by PRASA through this RFP process (if applicable) <i>Must be completed & duly signed</i>	
d)	Bidders to fill and sign the closing /submission register on submission of tender documents, failure to comply will result in a disqualification from the tender process. <i>Must be completed & duly signed</i>	
d)	Service provider shall be at a CIDB grading of 3 SQ or higher . Only those tenderers who are registered with CIDB or are capable of being so prior to the evaluation of submission, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a 3 SQ class of construction work who are eligible to have their tenders evaluated. Tenderers who are capable of being registered for 3 SQ or higher, shall submit with their bid, a proof of application to CIDB. <i>(PRASA shall verify the active status on CIDB)</i>	

2.1 Stage 2 - Technical / Functionality Requirements

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

CRITERIA	INDICATOR	SCORES	WEIGHT (%)
COMPANY EXPERIENCE	<p>Bidders should indicate the experience of similar previous work done.</p> <p>Evidence required:</p> <p>The bidders are to submit the following documents for each project:</p> <ul style="list-style-type: none"> • Provide appointment letter or contract or purchase order for each project and • Provide a reference letter or completion certificate relating to the appointment letter or purchase order or contract. <p>One of the documents must indicate the value of the works</p> <p>No points will be awarded if the appointment letter or contract or purchase order and the reference letter or completion certificate relating to the appointment letter or purchase order, or contract is not submitted</p>	<p>5 = Provided 4 or more Letter of Appointment and 4 or more Completion Certificates with a value of R50 000.00 or above per project.</p> <p>4 = Provided 3 Letter of Appointment and 3 Completion Certificates with a value of R50 000.00 or above per project.</p> <p>3 = Provided 2 Letter of Appointment and 2 Completion Certificates with a value of R50 000.00 or above per project.</p> <p>2 = Provided 1 Letter of Appointment and 1 Completion Certificates with a value of R50 000.00 or above per project.</p> <p>1 = non-submission or irrelevant information provided</p>	50
EXPERIENCE OF KEY PERSONNEL (MINIMUM REQUIREMENTS)	<p>Bidders should indicate the experience of key personnel in similar previous work done.</p> <p>Evidence required:</p> <ul style="list-style-type: none"> • Provide Curriculum Vitae (CV) and N6 qualification (attach certified copy) of one Qualified Artisan in Building and Construction with experience and knowledge pertaining to erection of fencing. 	<p>5. Five (5) years and above experience on similar projects</p> <p>4. Four (4) years' experience on similar projects</p> <p>3. Three (3) years' experience on similar projects</p> <p>2. One (1) – Two (2) years' experience on similar projects</p> <p>1. No submission / zero(0) and unrelated Projects</p>	50
TOTAL			100

Stage 3 – Other Mandatory Requirements

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

Only bidders who comply with stage 3 will be evaluated further.

No.	Description of requirement	
a)	Letter of Good Standing: COID. (Delete if not applicable)	
b)	Supply of valid SARS Pin	
e)	CSD supplier registration number	

2.2 Stage 4 - Price and Specific Goals

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

The maximum points for this tender are allocated as follows:

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Evidence required for specific goals
B-BBEE Contributor Status of at least Level 2	4		BEE Certificate / Affidavit (in case of JV, a consolidated scorecard will be accepted)
Black Women Owned	4		Central Supplier Database (CSD) Report to be utilized
Black Youth Owned	4		Central Supplier Database (CSD) Report to be utilized
Black People Living in rural areas	4		Central Supplier Database (CSD) Report to be utilized
Entities Owned by Black People with Disability	4		Central Supplier Database (CSD) Report to be utilized
TOTAL	20		

- A CIPC Registration Documents/CSD Registration Report will be used to verify the above evidence.
- Points will be awarded/allocated on a proportional/pro-rata basis.
Formula: *Number of Points allocated x Percentage (%) owned = Number of Points Claimed*

Stage 4 –Other Mandatory Requirements

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

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

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

SECTION 4

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule.

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

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

_____ code

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

_____ represented by:

_____ in my capacity as:

_____ being duly

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

at a lumpsum, of _____ R

_____ (amount in

numbers);

_____ (amount in words) Incl. VAT.

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

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

SECTION 5

PRASA GENERAL CONDITIONS OF PURCHASE

General

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

Conditions

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

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

Price and payment

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

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

Delivery and documents

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

Where items are to be delivered the Supplier:

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

Containers / packing material

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

Title and risk

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

Rejection

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

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

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

Warranty

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

Indemnity

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

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

Assignment and sub-contracting

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

Governing law

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

SECTION 6

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of institution	State

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise

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

whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific Goals	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender

to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.2. POINTS AWARDED FOR PRICE

3.2.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

3.3.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \quad \text{or} \quad Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Evidence required for specific goals
B-BBEE Contributor Status of at least Level 2	4		BEE Certificate / Affidavit (in case of JV, a consolidated scorecard will be accepted)
Black Women Owned	4		Central Supplier Database (CSD) Report to be utilized
Black Youth Owned	4		Central Supplier Database (CSD) Report to be utilized
Black People Living in rural areas	4		Central Supplier Database (CSD) Report to be utilized
Entities Owned by Black People with Disability	4		Central Supplier Database (CSD) Report to be utilized
TOTAL	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SECTION 7

CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING

Request number:	KZN/CRES/08/2023/005/Q
Request for Proposal:	APPOINTMENT OF SERVICE PROVIDER/S FOR FENCE REPLACEMENT AT VARIOUS STATIONS AND DEPOTS IN THE KZN REGION ON AN “AS AND WHEN REQUIRED BASIS” FOR A PERIOD OF 36 MONTHS (3 YEARS)

Attendance

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

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

for / on behalf of PRASA

Designation

Acknowledgement

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

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

DULY AUTHORISED SIGNATORY(IES) WITNESSES

1. _____ 1. _____

2. _____ 2. _____

3. _____ 3. _____

SECTION 8

SPECIFICATION/SCOPE OF WORK

1. SCOPE OF WORK

This specification covers the work necessary for repairs of existing fencing with various types of fences in various areas in PRASA KZN region (as and when required).

For this contract the “works” shall include:

- Removal of existing fencing plus posts
- Cut and remove vegetation for 1m wide strip (500mm on each side).
- Supply and install Fence to match the existing.
- Any work arising out of or incidental to the above or required of the Contractor for the proper completion of the contract in accordance with the true meaning and intent of the contract documents

2. PROJECT SPECIFICATION

2.1. CONCRETE PALISADE

Height of concrete palisade to be, 2.4m above ground level.

The posts to be 2.7m and 3.0m in overall length, the flat front face to be 75mm extending to the back to a thickness of 140mm.

The breadth of the post to be 225mm.

Posts to be slotted in two positions to take the horizontal load bearing rails.

Reinforcing to the posts to be 4 x R8mm x 2.86mm hard drawn steel rods.

Minimum mass per post is 150kg.

The rails to be 2.0m long x 80mm thick x 150mm deep reinforced with 4 x R5.6mm hard drawn steel rods.

Recessed bolt holes 10mm diameter spaced equally to receive bolting on of 9 pales.

Minimum mass per rail is 58kg.

The pales to be 2.4m long, the flat front face to be 80mm extending to the back to a thickness of 75mm minimum over the total length.

The breadth of the pale to be 100mm.

Each pale to have 2 recessed bolt holes 10mm diameter top and bottom to suit bolt holes in the rails.

Each pale to be reinforced with 3 x R5.6mm x 2.2m hard drawn steel rods.

Nine pales per 2m section.

Minimum mass per pale is 38kg.

Concrete strength of all precast items to be a minimum of 30Mpa at 28 days.

Concrete cover as for SANS 1372 -2010 (a minimum cover of 40mm).

Foundations to be 400mm x 400mm x 600mm deep.

The posts are spaced at 2.0m centres to take 2 x horizontal rails.

The pales are bolted to the top and bottom rails with 8mm galvanized C/H bolts, nuts and washers.

Concrete strength to foundations to be 15Mpa.

2.2. STEEL PALISADE FENCE

The height of steel palisade above the ground level is 2.4m

The head of steel palisade to be spear-point

Use 100x55m I.P.E. post.

Post to be 3.1m high and spaced at 3m canters

Use 65mm wide x 3mm thick hot rolled corrugated pales.

Use 16 x 65mm wide pales per 3m panel.

Rail angle to be 50mm x50mm x5mm.

Foundation for post to be 300mm x 300mm x 700mm deep.

Foundation to be 15 Mpa concrete.

Use 4:1 sand, cement mix.

Finish of steel palisade to be hot dipped galvanized to SABS 763 specification.

2.3. HEAVY DUTY PRECAST FENCING

1.8m, 2.1m and 2.4m high heavy exposed aggregate concrete walling with a plain off shutter picture framed surround.

Panels to be supplied with an exposed aggregate finish.

Panel lengths to be 1440mm x 300 high x 65 – 55 thick (bottom to top)

Reinforcing: 3 x 3.55mm x 1400mm hard drawn steel bars.

Poles to be 2.4m, 2.7 and 3m long, 130mm x 125mm and reinforced with 4 x R8mm x 2400mm long hard drawn reinforcing bars.

Foundations to be 500mm x 500mm x 800mm deep

Foundation strength: 15 Mpa.

Post spacing to be 1500mm.

Panel chalking to be mix: 4:1 sand cement mix.

Concrete strength of poles and panels to be 30Mpa at 28 days as per SABS 1372-1983 at least 12mm.

2.4. WELDMESH FENCING

Use 50mm x 50mm, 3.15mm type Class A galvanized weld mesh fencing.

Use 100mm x100mm pre-stressed concrete posts for all major and stay posts.

Use 75mm x 75mm pre-stressed concrete posts for all intermediate posts.

Provide a 500mm Class A motto heavy galvanized flat-wrapped razor barbed wire coil at the top and a Class A galvanized barbed coil at the bottom of the fence on the PRASA KZN side.

Use 4mm Class A galvanized straining wires at a maximum of 300mm spacing.

Use 2mm Class A galvanized tie wire.

Foundations for major posts to be 400mm x 400mm x 600mm deep and for intermediate posts 300mmx 300mm x 600mm deep.

Concrete strength to foundations to be 15Mpa.

Height of fence to be 2.1m or 2.4m above ground.

2.5. GALVANIZE SEE THRU HIGH SECURITY FENCE SPECIFICATION

All steel material should be in good commercial quality, galvanized steel.

All pipes should be galvanized, one piece without joints, furnish moisture proof caps for all posts.

Zinc coating should be smooth and essentially free from lumps, globs, or points.

Miscellaneous material should be galvanized.

All posts should be set in minimum 14 MPa (2000 psi) (28-day compressive strength) concrete 25mm aggregate, no air entrapment.

2.5.1. POST

Allow for short and long post to cater for different height levels on site.

Post should be 3m long Taper Looking Post.

Post Width should be 85mm – tapering to 45mm with a depth of 85mm.

Post should include Looking Recess Mechanism to secure panel edge.

Post should be sealed with a UV stabilized polymer cap.

Post finish should be Hot Dipped Galvanized then Marine Fusion Bond coated.

Post foundation should be 400mmx400mmx700deep.

2.5.2. PANEL

Panel should be of 3, 297m width and 2.4m in height.

Panel aperture size (centres) should be 76.2 mm x 12.7mm.

Wire diameter should be 3mm.

The panel should be reinforced with 4 x 50mm deep 'v'formation horizontal recessed bonds rigidity.

Panel should be 2 x 70' flanged along sides (internal fixtures –all fixtures should be on the inside of the fence line)

Panel should have 2 x 30' flanges along top and toe (integrated rigid angle).

Panel post should have a flush panel post finish with no climbing aid.

Foundation to the gateposts is to be 450mmx450mmx700deep.

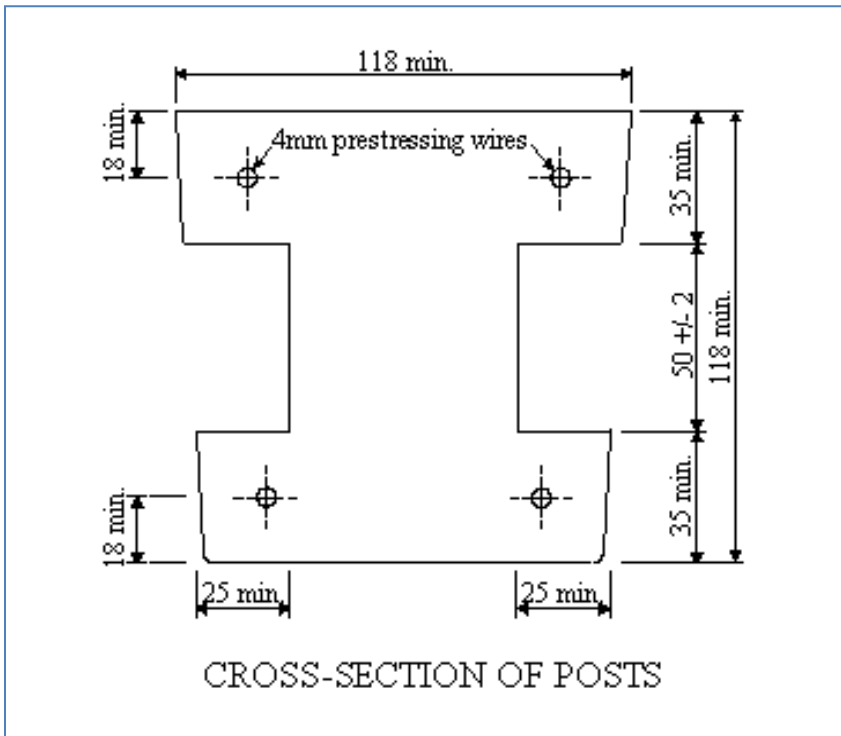
2.6. Supply and Erection of New Vibracrete / Precast concrete Fencing

The fencing shall be in accordance with SABS 1372. One surface of each of the panels and posts may be wood floated.

Fence posts shall be set in 450 x 450 x 600mm deep footings. The minimum strength of concrete to all footings shall be not less than 15 MPa after 28 days.

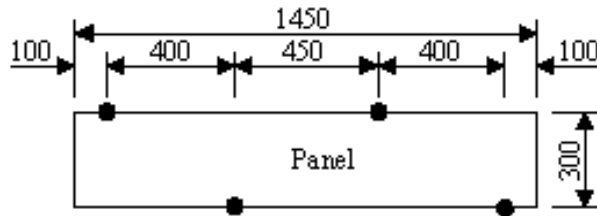
The top of posts shall be capped with 3:1 cement mortar to cover reinforcing steel and enhance water runoff. (Reinforcing steel shall not protrude more than 5mm above concrete.)

The nominal length of posts shall be 2400mm. The cross-sectional dimensions of posts shall conform to the following:



The minimum reinforcement shall be 4 prestressing wires of 4mm. Prestressing wires shall be grade 1550/1700 MPa stressed to 75% of the ultimate tensile strength. The thickness of the concrete cover over the reinforcement shall be at least 18mm.

Panels shall be of the plain type. The nominal thickness of panels shall be 40mm. For inspection and testing, the thickness shall be measured at the following positions: Panels shall have no reinforcing wires and shall be grouted in on both sides with a 3:1 cement mortar.



POSITIONS OF MEASUREMENT OF PANEL THICKNESS

The bottom edge of the bottom panels of the fence shall be approximately 50mm below ground level to prevent the forming of gaps below the fence due to soil erosion.

2.7. Supply and Erection of new strain Barbed Wire Fencing

Fence posts shall be set in 300 x 300 x 600mm deep footings. The minimum strength of concrete to all footings shall be not less than 15 MPa after 28 days.

All posts shall be of commercial quality mild steel. Posts shall be made from round tubing, 2.5mm gauge. Posts shall be hot dip galvanized after fabrication in accordance with SANS 121.

Posts shall be fitted with 100 x 100 x 3mm thick baseplates.

Straining/Corner Posts

Straining and/or corner posts shall be 75 mm outside diameter with tops sealed (capped) with mild steel, 2.5 mm gauge. Posts shall be erected at not more than 50 m apart.

Intermediate Posts

Intermediate posts shall be 50 mm outside diameter with tops sealed (capped) with mild steel, 2.5 mm gauge. Posts shall be erected at not more than 10 m apart.

Strut Posts

Strut posts shall be 50 mm outside diameter. Two strut posts shall be fitted to each straining or corner post. Strut posts shall be fixed with galvanized M12 bolts.

Binding Wire Holes

Binding wire holes in straining, corner and intermediate posts shall be drilled into posts before zinc coating is performed, at the centers of the straining wires.

Corrosion Resistance

Corrosion resistance of posts shall be ensured by tarring the base up to 600 mm (500 mm below ground level and 100 mm above ground level).

Straining wires shall be 2.8mm diameter barbed wire, type “Karoo-1” or “Kalahari 1” or equivalent, zinc coated to Class A (SANS 675). Straining wires shall be spaced at 350mm centers and bound to posts through holes provided, with binding wire. The top straining wire shall be secured 50mm below the top of posts and the bottom straining wire 100mm above ground level.

Binding wire shall be 2.5mm diameter smooth wire zinc coated to Class A (SANS 675). Binding wire shall be twisted at least 3 times around straining wires.

Double lacing wire droppers shall be of 3.15 mm diameter smooth wire, zinc coated to Class A (SANS 675).

2.8. Supply and Erection of New Razor Wire Fencing

Fence posts shall be set in 450 x 450 x 600mm deep footings. The minimum strength of concrete to all footings shall be not less than 15 MPa after 28 days.

Posts shall be manufactured from concrete with an average compressive strength of 50MPa at 28 days. Posts shall be reinforced with prestressing wires. The concrete cover over the reinforcement shall be at least 20mm.

Prestressing wires shall have a yield stress of approximately 1500MN and Young’s Modulus of approximately 200GPa. Prestressing wires shall be equally tensioned by a force producing an initial stress of not more than 70% of the 0, 2% proof stress.

Straining and/or corner posts shall be 115 x 115 x 2400mm long concrete posts erected at not more than 35m apart. Posts shall be reinforced with 5mm diameter prestressing wires and shall resist a minimum bending moment of 2. 7kN.m in any position before initial failure occurs.

Intermediate posts shall be 80 x 80 x 2400mm long concrete posts erected at a distance of not more than 3.5m apart. Posts shall be reinforced with 4.25mm diameter prestressing wires and shall resist a minimum bending moment of 1. 3kN.m in any position before initial failure occurs.

Stay posts shall be 80 x 80 x 2400mm long concrete posts. Two stay posts shall be fitted to each straining or corner post with hot-dip galvanized stay connectors and M12 bolts.

Posts shall be reinforced with 4.25mm diameter prestressing wires and shall resist a minimum bending moment of 1. 3kN.m in any position before initial failure occurs.

Straining wires shall be 4mm smooth wire zinc coated to Class A (SANS 675). Four (4) straining wires shall be strained between posts to the satisfaction of the Engineer. Straining wires shall be spaced at 600mm centers and bound to posts through holes provided, with binding wire. The bottom straining wire shall be secured 50mm above ground level.

Binding wire shall be 2.5mm smooth wire zinc coated to Class A (SANS 675). Binding wire shall be twisted at least 3 times around straining wires.

Razor wire shall be 700mm diameter coiled flat razor wire. The top razor wire coil shall extend 100mm above the top straining wire, the middle coil shall overlap 50mm with the top coil and the bottom coil shall overlap 150mm with the middle coil. Razor wire coils shall be fixed to straining wires with 1.6mm diameter smooth wire zinc coated to Class A (SANS 675) at spacings of not more than 400mm.

2.9. SUPPLY AND INSTALL NEW PVC PALISADE FENCE

Gate Posts: These are to be 75mm x 75mm x 2.0mm pvc square tubing posts and are to be provided on each side of gate opening. Posts to be capped. Top of capped post to be 50mm above paling height. These are to be painted as per manufactures painting specifications. These are to be founded in concrete footings measuring 450mm x 450mm wide x 600mm deep.

Concrete strength to be 20Mpa (minimum) at 28 days. Concrete to consist of cement, sand

and stone. Corner Posts: These are to be 75mm x 75mm x 2,0mm pvc square tubing

posts. Posts to be capped. Top of capped post to be 50mm above paling height. These are

to be painted as per painting specification. These are to be founded in concrete footings

measuring 400mm x 400mm wide x 500mm deep. Concrete strength to be 20Mpa (

minimum) at 28 days. Concrete to consist of cement, sand and stone. Intermediate Posts:

These are to be 75mm x 75mm x 2,0mm pvc square tubing and provide at centers not

exceeding 2,0m. Posts to be capped. Top of capped post to be 50mm above paling height.

These are to be painted as per painting specifications. These are to be founded in concrete

footings measuring 300mm x 300mm wide x 500mm deep. Concrete strength to be 20Mpa (

minimum) at 28 days. Concrete to consist of cement, sand and stone. Fence paling:

38mm x 38mm square profile. These are to be placed 300mm from top of paling and 300mm from bottom paling. (350mm from ground level).

3. SUPPLY AND ERECTION OF NEW GATE

3.1. DOUBLE BAR GATE

Gate to be steel class A galvanized steel pipe.

Finish to be hot dipped galvanized, to comply with SABS 763 Specification.

Gate width to be 5m, 3m or 1.5m.

Gate height to be 2.4m.

Clear opening of 5200mm, 3200mm required between posts.

Posts to be 100mm square tubing, hot dipped galvanized.

Frame to be 50mm square tubing, hot dipped galvanized.

Foundation to the gateposts is to be 450mmx450mmx700deep.

Concrete strength -20Mpa.

Provide security rail on top of gate.

Supply and install deadlock to gate according to manufacturer's specification

Install gate on two double hinges.

The gate and gate posts shall match the height of the adjacent fence

Community Liaison Officer (CLO)

The Contractor shall allow for and pay all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract.

A CLO will be identified by the local structures of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford any assistance needed in ensuring sound working relations with the local community.

Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:

1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor.
2. Assisting in sourcing labour-only domestic subcontractors and the procurement of materials from local resources, as required by the contractor.

3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor.
4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise.
5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained.
6. Establish and ensuring that efficient and open communication channels between the contractors and the community are maintained
7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications
8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommendation to the Contractor regarding the grievances and solution thereto.
9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time.
10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.

-Keeping a site diary & recording detail of any labour/community issues that may arise

-Monitoring and reporting on general Health & Safety issues on site

-Assisting in HIV/AIDS awareness programmes

-It must be noted that the CLO has no authority to issue any instructions to the Contractor

Should the CLO function not involve a full day's work, the CLO will be expected to undertake other work allocated by the Contractor for the balance of each day.

Responsibility for the identification of a pool of suitable labour shall rest with the CLO, although the contractor shall have the right to choose from that pool.

The contractor shall have the right to determine the total number of labourers required at any time, and this will vary through the duration of the contract.

The contractor shall have the right to replace labour that is not performing adequately.

The contractor should ensure that the replacement of any labour due to inadequate performance is done so in conjunction with the CLO.

Local labour shall be paid in accordance with the Civil Engineering Industry minimum wage rate. (See www.labour.gov.za or www.safcec.co.za), and all statutory conditions of employment shall be met Contractor to manage and supervise the SMME's during the execution of the portion of their works.

WORKS OVERVIEW AND EXTENT OF THE WORKS

PLANT, MATERIALS AND EQUIPMENT

Except where otherwise specified, the Contractor shall provide all labour, material, transport, plant, equipment, consumables, tools and services of every description required to carry out and complete the works included in this Contract and any other work arising from it.

No plant, materials or equipment will be supplied by PRASA.

Contractor to include the rates for this when tendered.

EXISTING SERVICES

Information regarding the location of known existing services will be pointed out at the time of the site inspection where possible, but PRASA will accept no responsibility for the accuracy of this information.

Where the position of a known service cannot be determined with sufficient accuracy by visual inspection, the Contractor shall open and make further investigation before commencing with any of his activities related to the work, 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 because 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 Technical Officer.

SITE ESTABLISHMENT

Services and facilities provided by the Contractor:

Site storage / camp site

The Contractor shall clear and prepare the site for his camp / storage and the cost thereof shall be included in the rates tendered for the Works.

Housing of employees

No housing of employees of the Contractor will be allowed on the property of the Passenger Rail Agency of South Africa and the Contractor shall make his own arrangements for the housing of his employees.

Water supply, light, power etc.

The contractor shall make his own arrangements for the supply of water (for all purposes), light, power, approved portable sanitation facilities, and telephones as required for his camp site and on the site of the Works unless otherwise PRASA can assist but it is not PRASA's responsibility.

Contractor's agent and communication

The Contractor or his duly authorised agent shall always be in possession of a cellular phone, in working condition, to enable the Technical Officer to always communicate with the Contractor during the duration of the contract. The Contractor shall allow for this in his rates tendered for the Works.

Tidiness of site

The contractor shall continuously clear and dispose of rubbish, debris, waste and surplus materials to maintain the site in a tidy state.

Removal of facilities established on site

On completion of the Works, the Contractor shall remove all established facilities from the site and restore the site as directed by the Technical Officer / Project leader.

Security

The Contractor shall provide his own security for the protection of his workmen and assets and the Works during the time of construction

MANAGEMENT OF WORKS

Construction program

The contractor shall submit, within one (1) week of the date of acceptance of his tender, a programme of work in the form of a bar chart or as otherwise directed by the Technical Officer / Project leader showing the duration, starting time and completion date of each major activity in the contract.

Co-operation with PRASA staff

The contractor shall co-operate with PRASA and other workmen on site, to their mutual benefit. All necessary co-operation will be afforded the contractor to enable the speedy completion of his work. However, should any dispute regarding the sequence or priority of the work arise, the decision of the Manager in this matter shall be regarded as final.

Site meetings

The Technical Officer / Project leader will arrange site liaison meetings as necessary. The contractor or his duly authorised representative shall be available when called upon to attend site meetings.

Site Instructions and Site Diary

All instructions to the Contractor shall be in writing and shall be deemed to have been received if left with the Contractor or his agent at the Works or at the business premises of the Contractor or at his office on the site. The Contractor shall always supply and have available on the site two triplicate carbon copy books. In one book, site instructions shall be recorded. The other book shall be used by the Contractor as a diary for recording day by day the state of the weather, the work done each day, labour and plant on the site of the Works and full details of any circumstance which may affect the progress of the Works. The original sheet of each set of 3 pages will be removed from both books and retained by the Technical Officer. The Contractor may remove the second sheet, but the third sheet shall be retained on the site until completion of the Works.

HEALTH AND SAFETY

Health and Safety specifications

The contractor shall always be responsible for the safety of his personnel on the site of the works while paying special attention to the danger of them being over-run by passing trains.

The following generic (Standard) PRASA specification is applicable to this contract:

PRASA and Transnet Specification noted as **SPK 7/1** and **E.4E**: Safety arrangements and procedural compliance with the Occupational Health and Safety Act (Act 85 of 1993) and applicable Regulations.

Site Access Certificate

A Site Access Certificate will not be issued to the Contractor unless the contractor's Safety file has been approved by the Risk personnel.

Non-compliance to contractual safety conditions

PRASA reserves the right to stop the Works and report the Contractor to the Department of Labour should the Contractor fail to adhere to any of the contractual safety conditions. No extension of time claims or relief of penalties requests arising from the Works being stopped due to the Contractor's failure to comply with contractual safety conditions will be entertained.

Hours of work

Normal working hours shall mean the period from 07:30 to 16:00 on normal weekdays. No work will be permitted outside normal working hours, on Saturdays, Sundays and public holidays, unless the permission of the Technical Officer has been obtained in writing. Written application to work outside of normal working hours must be submitted to the Technical Officer two days in advance of the dates that the contractor plans to work.

SECTION 9

SHE CHECKLIST

Only the appointed supplier will be required to submit a safety file that will comply with the **SHE CHECKLIST** below:



THIS DOCUMENT SERVES AS THE GUIDELINES TO ALL CONTRACTORS ON HOW TO COMPLETE THE SHE FILE

NAME OF CONTRACTOR				
STATION / DEPOT				
CONTACT PERSON CONTRACTOR				
SAFETY OFFICER				
CONTACT DETAILS OF SUPERVISING OFFICER / PROJECT MANAGER				
DURATION OF PROJECT		START		
		COMPLETION		
#	Description	Comments / Requirements	REQUIREMENTS ON FILE	
			YES	NO
1	Notification of Construction to the DOL	Notification to have a DOL Stamp or Any document proves that notification was submitted or send to DOL.		
2	Letter of Good Standing	The latest letter on file, Letter to be on the contractor's company name.		

3	Employee List	Only employees who will be working in Prasa premises under the project.		
		ID Copies to be provided.		
		Next of kins information to be provided		
4	Org Structure	Org structure to be in line with the scope of work		
5	SHE Policy	To be signed by company senior manager		
		Policy to be on company letterhead.		
6	SHE Plan	To acknowledged by Prasa project team leader.		
		SHE Plan to be relevant to the scope of work.		
7	Risk Assessments	Risk assessment to be as per scope of work and must be acknowledged by Prasa Project team leader		
8	Method Statement	method - to indicate what type of task to be done / with how many people/equipment to be used/time frame etc..		
9	Rail Protection	When working in a rail operational area - Flagman are required - these are people provide a specialized service: in the protection of all commuters/workers/contracting company/rail rollingstock etc..		

10	Tool Registers	The list of all tool and equipment that the contractor will use for the project.		
11	Induction Records	Prasa induction records to be on file	Induction to be completed by PRASA on acceptance of safety file approval	
12	Proof of medical fitness: Reference is made to Construction Regulation section 7 (8)	Proof of medical fitness to be on file.		
		This certificate must be issued by Occupational Health Doctor/Practitioner/Clinic etc.		
		Due to the confidentiality of the medical reports, please ensure that you provide Prasa with any form of document (e.g., Red ticket card) that proves that the employee is fit to work. This document must contain a stamp from the OH Practitioner OR Service provider.		
13	Appointments	Appointment letters. Applicable to the scope. Each appointment to be accompanied by proof of competency.		
14	Tool Inspections	Copies of all inspections to be on file. These inspections must be linked to the tool list provided.		
15	PPE Matrix	A document indicating the contractor's positions and the applicable PPE to each position.		
16	PPE Records	Proof that employee was issued with the necessary PPE.		
17	Training Records	All other training records applicable to the scope		

18	Safe Working Procedures			
19	Toolbox Talks	Proof that the system exists. Contractor to maintain this system throughout his duration of contract.		
20	Equipment Maintenance (Calibrations, Safe Working load certificates etc)	To be on file		
21	Chemicals substances list	All chemicals that will be used by the contractor to be documented and filed included on file		
22	MSDS	As per chemical list (16 pointer)		
23	Proof of training on MSDS	All employees using the chemical to be trained. Copies of the MSDS to be where employees are using the chemical. Correct PPE to be issued.		
24	Excavation plan	(Where Applicable)		
25	Scaffolding plan	(Where Applicable)		
26	Demolition plan	(Where Applicable)		
27	Fall Prevention Plan	(Where Applicable)		
28	Explosives and blasting method statements	(Where Applicable)		
29	Declaration of Sub-contractors	The principal contractors must declare if subcontractor will be appointed. Subcontractors are required to submit the safety file for their company. The declaration to be on file.		

COVID 19 SAFETY CRITERIA

On 17th March 2020, the Department of Employment and Labour issued guidelines for employers to deal with COVID-19 at workplaces. The Department of Employment and Labour appealed to employers to use the prescriptions of the OHS Act in particular the Hazardous Biological Agents Regulations governing workplaces in relation to Coronavirus Disease 2019 caused by the SARS-CoV-2 virus.

RSA is moving to Level 3 as from the 1st of June 2020 of the Lockdown as announced by the State President on the 24th of May 2020; the economy will be re-opened and PRASA CRES would like to minimize COVID 19 related risks to its stakeholders i.e., employees; commuters; contractors; station users and the greater public

Contractors are to ensure the following requirements is submitted together with the safety files under the section COVID -19

30	COVID 19 -PLAN	Site Specific SHEQ Plan		
31	Appointment	COVID - 19 Compliance Officer		
32	POLICY	COVID -19 - Business Policy signed off by the CEO		
33	Risk Assessments	Detailed Risk Assessments- include all risk as well as a plan/method statement		
34	PROCEDURES	PRE - Screening of employees		
		Daily Screening of Employees		
		What health Pro-cols are in place for the protection of the employee		
		Social Distancing		
		Staggered Areas of working - Type of activity/ies		

35	PPE's	COVID -19 - gloves / mask/sanitizers. (Note: PPE required for the various activity/ies example Grinding will remain the standard norm, unless there is a change in process)		
COMMENTS				
FILE ACCEPTANCE				
APPROVED				
DECLINED				

SECTION 10
BOQ/ PRICING SCHEDULE

FENCING REPLACEMENT AT VARIOUS STATIONS AND DEPOTS (AS AND WHEN REQUIRED)						
ITEM	DESCRIPTION	UNIT	QTY	RATES		
NO.				YEAR 1	YEAR 2	YEAR 3
1.0	Demolish / Removal of Existing Damaged Fencing					
1.1	Removal/ demolish of existing damaged steel palisade fencing all sizes complete and cart away for disposal.	m	1	R	R	R
1.2	Removal/ demolish of existing damaged concrete palisade fencing all sizes complete and cart away for disposal.	m	1	R	R	R
1.3	Removal/ demolish of existing heavy duty precast concrete walling all sizes complete and cart away for disposal.	m	1	R	R	R
1.4	Removal/ demolish of existing damaged weld mesh fencing all sizes complete and cart away for disposal.	m	1	R	R	R
1.5	Removal/ demolish of existing damaged Galvanize See Thru High Security fencing all sizes complete and cart away for disposal.	m	1	R	R	R
1.6	Removal/ demolish of existing damaged PVC fencing all sizes complete and cart away for disposal.	m	1	R	R	R
1.7	Removal/ demolish of existing razor wire fence and cart away for disposal.	m	1	R	R	R
1.8	Removal / demolish of existing barbed wire fence and cart away for disposal.	m	1	R	R	R
1.9	Removal/ demolish of existing vibracrete fence and cart away for disposal.	m	1	R	R	R
2.0	Site Preparation					
2.1	Clear vegetation 0.5m on either side of the fence on areas with overgrown vegetation.	m	1	R	R	R
3.0	Supply and Installation of new fencing					
3.1	Supply and install steel palisade fencing complete to match the existing fence as per attached specification.	m	1	R	R	R

3.2	Supply and install concrete palisade fencing complete to match the existing fence as per attached specification.	m	1	R	R	R
3.3	Supply and install heavy duty pre-cast concrete walling complete to match the existing fence as per attached specification.	m	1	R	R	R
3.4	Supply and install weld mesh fencing complete to match the existing fence as per attached specification.	m	1	R	R	R
3.5	Supply and install 2.4m high Galvanize See Thru High Security fencing as per specification.	m	1	R	R	R
3.6	Supply and erect PVC fencing as per specification.	m	1	R	R	R
3.7	Supply and install razor wire fencing as per specification.	m	1	R	R	R
3.8	Supply and erect barbed wire fencing as per specification.	m	1	R	R	R
3.9	Supply and erect vibracrete fencing as per specification.	m	1	R	R	R
4.0	Supply and Install gates					
4.1	1m gate as per specification.	each	1	R	R	R
4.2	3m gate as per specification.	each	1	R	R	R
4.3	5m gate as per specification.	each	1	R	R	R
5.0	Fencing And Gates Refurbishment					
5.1	The contractor will indicate what percentage mark-up will be added to material used. (Proof of cost must be submitted with a quotation)	%				
5.2	The contractor will indicate what percentage mark-up will be added for the hire or use of his own specialist equipment (Proof of cost must be submitted with a quotation)	%				
5.3	The contractor is to tender his total cost per hour per trade hand and laborer to perform fencing repair during normal working hours . This cost shall be averaged between the furthest and the closest locations covered in terms of this contract This cost to include travelling costs but to exclude material, which has previously been dealt in item 5.1- 5.3 of BOQ	Per Labour	Per/Hour	R	R	R
		Per Trade Hand	Per/Hour	R	R	R
5.4	Travelling costs: Durban Station will be used as reference to calculate the distance to all the areas in the region.	Per Km	1	R	R	R
6.0	Provisional Protection					

6.1	1 Track Supervisor and 2 Flagmen (qualified)	day	1	R	R	R
6.2	1 Track Supervisor and 2 Flagmen (qualified)	Per/hour	1	R	R	R
7.0	Preliminary and general					
7.1	<p>Preliminary and general for barricading, security for the work and employees, electricity, water, safety file and construction notice boards. The contractor to submit the breakdown of the Preliminary and General.</p> <p>The contractor to indicate what percentage mark-up will be added to each quotation submitted.</p>	%				
7.2	<p>The Contractor shall allow for and pay all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract.</p> <p>A CLO will be identified by the local structures of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, to assist the Contractor in the procurement of any local labor, etc. required for this project. The Contractor is to liaise with the CLO and afford any assistance needed in ensuring sound working relations with the local community.</p> <p>The contractor to indicate what percentage mark-up will be added to each quotation submitted.</p>	%				