



prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

**KZN/PRASA /2025/08/01/Q SUPPLY ,INSTALL AND COMMISSION OF SIGNALS CABLES
FROM CONGELLA TO ROSSBURGH FOR A PERIOD OF 3 (THREE) MONTHS**

BRIEFING AND SITE MEETING

DATE :13 AUGUST 2025

TIME :10H00 OCLOCK

VENUE : 64 MASABALALA YENGWA AVENUE DURBAN

NB PLEASE BRING YOUR PPE AND SAFETY SHOES

SECTION 1: SBD1

PART A INVITATION TO BID

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

BID NUMBER:	KZN/PRASA/2025/08/01/Q	CLOSING DATE:	22/08/2025	CLOSING TIME:	12:00PM
DESCRIPTION	SUPPLY, INSTALL AND COMMISSION OF SIGNALS CABLES FROM CONGELLA TO ROSSBURGH FOR 3 (THREE) MONTHS PERIOD				

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX NO 07 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	Lindeni Cele
TELEPHONE NUMBER	031 813 0102
E-MAIL ADDRESS	Lindeni.cele@prasa.com

SUPPLIER INFORMATION

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

2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER**

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

1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 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.*

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 the conclusion of the contract is proved to have been incorrect, PRASA reserves the right to cancel the contract.

PRASA reserves the right to award business to the highest scoring bidder 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 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 **60 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 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.

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:

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:

7.1.1 STAGE 1: COMPLIANCE REQUIREMENTS

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

7.1.1.1 Stage 1A- Mandatory Requirements

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

No.	Description of requirement	
a)	Completion of ALL RFP documentation (includes ALL)	
b)	Briefing Session Form D. Bidders must also reflect on the Compulsory Briefing Session Attendance Register	
c)	Signed Joint Venture, Consortium Agreement or Partnering Agreement (whichever is applicable)	
d)	Proof of CIDB grading 4EP or higher	
e)	- Engineering Technician with a National Diploma in Electrical Engineering (Light or Heavy Current) or Signal Electrician Certificate - Flagmen with valid Flagman Certificate	
f.	Bidders must fill and sign the tender submission register	

Table 1: Mandatory Requirements

7.1.1.2 Stage 1B - Other Mandatory Requirements

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

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

Table 2: Other Mandatory Requirements

7.1.2 STAGE 2: TECHNICAL / FUNCTIONALITY REQUIREMENTS

Qualifying bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is 80% as per the standard Evaluation Criteria presented in **Error! Reference source not found.** above. Bidders who score below this minimum requirement shall not be considered for further evaluation in stage 3.

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

ITEM	CRITERIA	WEIGHT
1.1	Organisational Experience	15
1.2	Qualifications & Technical Experience	15
1.3	Project Program	10
1.4	Project Approach & Methodology	10
	TOTAL	50

Table 3: Technical Evaluation Criteria

7.1.2.1 Functional Evaluation Criteria

Bidders are evaluated based on the functional criteria set out in this RFP. Only those Bidders which score [70] points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid.

Details of the scoring methodology presented above are outlined below:

Functionality evaluation matrix & Criteria:

Details of the detailed scoring methodology are presented in the table below:

CRITERIA	WEIGHT	SCORES
Organizational Experience <i>(N.B. Provide for each successfully completed project/s in the following sequence:</i>	10	Score will be based on successfully executed and completed similar projects in the supply and installation of signalling equipment in the last ten years from the presented details in the tender document.

1. Copy of an appointment letter/s (on a company letterhead), description of the project, Client name, Client contact (i.e., email and office number), Project start date, project end date, extension of time where applicable, contract value inclusive of VAT. 2. Attach completion certificate signed by client or letter from the client confirming successful completion of the project.		0: Zero (0) Similar Projects/non-submission/incomplete submission = 0 points 1: 1 to 2 Similar projects = 2 points 2: 3 to 4 Similar projects = 4 points 3: 5 to 6 Similar projects = 6 points 4: 7 to 8 Similar projects = 8 points 5: 9 and above Similar projects = 10 points
Qualifications and Technical Experience (based on Submitted CVs) of Key Staff • Engineering Technician • Flagman (N.B. Provide copies of original qualifications and certificates of professional bodies. Commissioner of oath must certify the copies. The date on the stamp shall be three months or less old, before the closing date of the tender. Contractor to submit both Engineering Technician and Flagman Certificates. No mark will be allocated if both certificates and not submitted (Engineering Technician must have National Diploma or have Signal Electrician Certificate) (Flagmen must be certified with valid flagman certificate) (N.B. Resources will be evaluated and the average score will be calculated. N.B. Each must have a minimum of 5 years	15	Detailed CVs of the team members who will be used in completing the works. Years of experience of proposed personnel: 0: No information provided/incomplete submission/less than 5 years' experience = 0 points 1: 5 years' experience of skilled personnel in the supply and installation of signalling equipment = 3 points 2: Above 5 years' and equals to 6 years' experience of skilled personnel in the supply and installation of signalling equipment = 6 points 3: Above 6 years' and equals 7 years' experience of skilled personnel in the supply and installation of signalling equipment = 9 points 4: Above 7 years' and equals 8 years' experience of skilled personnel in the supply and installation of signalling equipment = 12 points 5: Above 8 years' experience of skilled personnel in the supply and installation of signalling equipment = 15 points
Project program (Work plan) (N.B. Provide project schedule in MS projects that meets the client's timeline requirements and the schedule to cover the following key Milestones:	10	Score will be allocated for MS Project Schedule provided 0: No information provided/Inadequate/unrelated project schedule provided/no detailed activities indicated = 0 points 1: Project schedule provided with detailed activities on the program aligned with the preferred duration of the project which covers 1 milestone of the work program. = 2 points 2: Project schedule provided with detailed activities on the program aligned with the preferred duration of the project which covers 2 milestone of the work program. = 4 points

• <i>Completion of safety file</i> • <i>Community Liaison</i> • <i>Site Establishment</i> • <i>Procurement of material and all services</i> • <i>Actual construction activities.</i> • <i>Final works completion</i> • <i>Maximum project Duration of three (3) Months</i> <i>The overall schedule should clearly indicate sequencing of activities with clear understanding of scope.</i>		3: Project schedule provided with detailed activities on the program aligned with the preferred duration of the project which covers 3 milestone of the work program. = 6 points 4: Project schedule provided with detailed activities on the program aligned with the preferred duration of the project which covers 4 milestone of the work program. = 8 points 5: Project schedule provided with detailed activities on the program aligned with the preferred duration of the project which covers 5 or more milestone of the work program. = 10 points
<i>Project Approach and Methodology</i> <i>(N.B. The project methodology must be in line with the scope of work. Identify the risks associated with the project activities and mitigation measures. Furthermore, clearly show risks and mitigation measures of working on the railway reserve)</i> <i>Elements: Identification of risks and mitigation, Work breakdown of activities, Quality assurance, Transportation, Material Procurement, Plant and equipment, Functional & Correspondence Test Sheets, Scrap Disposal and environmental management.</i>	15	Score will be allocated as follows: 0: No information provided = 0 points 1: 3 or less elements of the method statement = 3 points 2: 4 elements of the method statement. = 6 points 3: 5 elements of the method statement. = 9 points 4: 6 elements of the method statement. = 12 points 5: 7 or more elements of the method statement. = 15 points

Note: Bidders that fail to achieve the minimum overall qualifying score of 70% on functional/ technical requirements will not be considered for further Price and Specific Goals (Stage 3) evaluation.

7.1.3 STAGE 3: PRICING AND Specific Goals

Bidders should provide their price proposal in envelope 2, which should include Form C (Financial Offer) and also provide proof of Specific Goals.

The following formula, shall be used by the Bid Evaluation Committee to allocate scores to the interested bidders :

The maximum points for this tender are allocated as follows:

	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 80/90 points is allocated for price on the following basis:

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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:

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 (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Level 1		4		
Black Women Owned		4		
Black Youth Owned		4		
51% Black Owned		4		
Creation of new jobs and labour intensification		4		

As per the Prasa Supply Chain Management Preferential Policy 2023 approved on 22nd February 2023, the specific goals must comply with acceptable forms of evidence.

This project goals and the acceptable evidence is reflected in the table below:

Specific Goals	Acceptable Evidence
B-BBEE Level 1	B-BBEE Certificate/Affidavit (In case of JV, a consolidated scorecard will be acceptable)
Black Women Owned	Certified copy of ID documents of the Owners
Black Youth Owned	Certified copy of ID documents of the Owners
51% Black Owned	CIPC Documents/B-BBEE Certificate/Affidavit
Creation of new jobs and labour intensification	Current documents on job creation to be included in the tender pack and submitted back

BILL OF QUANTITIES

NOTE: The rate to supply and installation of signalling cable should include all miscellaneous items (such as joint kits, clippons, soil, etc.) required to join and protect the cables.

ITEM NO	DESCRIPTION	UNIT	QTY	RATE	TOTAL AMOUNT
1.	Material				
1.1	Supply and install Armoured signal cable 2c 35 mm ²	m	1000		
1.2	Supply and install Armoured signal cable 3c 16 mm ²	m	1500		
1.3	Supply and install Armoured signal cable 21c 1.6 mm ²	m	1000		
1.4	Supply and install Armoured signal cable 37c 1.6 mm ²	m	1000		
1.5	Supply and install Armoured signal cable 64c 1.6 mm ²	m	3000		
1.6	Flagman Protection	Day	60		
2	Preliminary & General	Sum	1		
	TOTAL				
	Contingences 10%				
	VAT				
	GRAND TOTAL				

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.

Supplier Signature _____

***NB: Failure to complete and sign the above confirmation will result in automatic disqualification.**

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 4 SCOPE AND SPECIFICATIONS

1. SCOPE OF WORKS AND AREAS OF FOCUS

4.1 SCOPE OF THE DESIRED SOLUTION

The scope of the work is for a contractor to supply, install and commission new signalling cables between Congella and Rossburgh for PRASA KZN, and this will prevent the breakdown on the signalling cable network.

The scope of work for this project shall entail the following activities:

- ✓ Planning & Procurement
- ✓ Trenching
- ✓ Installation (Construction Activities)
- ✓ Testing and Commissioning
- ✓ Site rehabilitation
- ✓ Project Close-out

DETAILS ON THE PREFERRED SOLUTION

This contract is the preferred option to address the current signalling cable infrastructure challenges in this section. Therefore, a targeted intervention is required to address this critical area that can ensure reliability, availability, maintainability and safety of the signalling infrastructure. This option enables the region to reinstate the signalling to its operational state without a need for extensive engineering changes but addresses the current constraints to service.

EXTENT AND COVERAGE OF THE PROPOSED PROJECT

The signalling cables will be replaced between Congella and Rossburgh.

4.2 REQUIRED PROFESSIONAL SERVICES

The appointed company will be required to provide:

- 4.2.1 Qualified Engineering Technician with a National Diploma in Electrical Engineering (Light or Heavy Current) or alternatively have Signal Electrician Certificate
- 4.2.2 Qualified Flagmen with valid flagman certificate.

4.3 TARGETED AREA BY THIS PROJECT

This project is targeting the section of signalling cables between Congella and Rossburgh.

4.4 PRASA'S RESPONSIBILITIES

Not applicable

4.5 EXTENT AND COVERAGE OF THE PROPOSED PROJECT

The project will cover the following areas:

- 1. Congella and Rossburgh Stations
- 2. Cables, Pots & Apparatus cases will be affected.

4.6 MEASUREMENTS AND PAYMENT

The appointed service provider will be notified of a brief to render services for the scope Congella to Rossburgh Signal Cable Replacement. Measurements and payments will be based on the project schedules approved by the Prasa Technical Officer/Project Manager.

4.7 FORM OF CONTRACT

The standard PRASA GCC contract agreement will be used.

4.8 OTHER RELATED PROJECTS

There are no other projects that have been identified which are related to this project.

5 SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

PROFESSIONAL TECHNICAL STAFF REQUIREMENTS

KEY PROFESSIONAL STAFF

Experience key professional staff in relation to the scope of work – Professionals Services:

The appointed company will be required to provide:

- ✓ Qualified Engineering Technician with a National Diploma in Electrical Engineering (Light or Heavy Current) or alternatively have Signal Electrician Certificate
- ✓ Qualified Flagmen with valid flagman certificate.

TECHNICAL INFORMATION TO BE PROVIDED WITH TENDER

The Bidders shall submit the following in terms of Organisational Experience:

(N.B. Provide for each successfully completed project/s in the following sequence)

1. Copy of an appointment letter/s (on a company letterhead)
2. Description of the project
3. Client name and Client contact (i.e., email and office number)
4. Project start date, project end date, extension of time where applicable, contract value inclusive of VAT.
5. Attach completion certificate signed by client or letter from the client confirming successful completion of the project.

Scoring

Score will be based on successfully executed and completed similar projects in the supply and installation of signalling equipment in the last ten years from the presented details in the tender document.

- 0: Zero (0) Similar Projects/non-submission/incomplete submission
- 1: 1 to 2 Similar projects
- 2: 3 to 4 Similar projects
- 3: 5 to 6 Similar projects
- 4: 7 to 8 Similar projects
- 5: 9 and above Similar projects

6 TECHNICAL SPECIFICATIONS RELATED TO THIS PROJECT

The design for this project shall meet technical capabilities & performance requirements.

- 6.1 The contractor to supply, install and commission the signalling cables as per As-Built cable plans.
- 6.2 All new cables must be laid in the trench underground. The Technical officer will indicate the cable route to be trenched.
- 6.3 Prasa will repair services that has been damaged by contractor if the contractor damages the services that had not previously been identified to the contractor.
- 6.4 The contractor will repair the services damaged by negligence of the contractor staff after having shown them the cable route to be trenched.
- 6.5 Trenching and laying of cables must strictly adhere to Trenching and Outdoor Cable Specification CSE 516 Version 2b provided.

- 6.6 No trenching by machine will be allowed in existing cable routes. This may be proposed for new cable routes (alongside service roads). Special supervision will be required if a portion is to be trenched by the machine.
- 6.7 Cross trenching with 110mm flex tube/nextube (industrial) is permitted instead of using manholes. GPS position of trench to be recorded and marked accurately on cable plans.
- 6.8 Cable joints must be accurately marked on the plans with the GPS position.
- 6.9 The contractor to supply megger sheets for all new cables installed.

6.10 Project Site

- 6.10.1 The contractor is to attend a compulsory site visit to ascertain the nature of works as well as to properly quote for the required works. This site visit will take place immediately after tender briefing. No errors in measurement will be rectified later. All bidders to provide PPE during site visit.
- 6.10.2 The contractor will be solely responsible for the security of all equipment and materials which are brought onto the site. Open trenches or exposed cables are to be guarded at all times. Security personnel to sign On and Off at contractors site office. The cost of security personnel must be inclusive of the rates provided by the contractor.
- 6.10.3 The contractor shall provide two qualified flagmen required for the protection of person working in the section.
- 6.10.4 The contractor must remove all redundant cables and all scrap material must be removed and delivered by the contractor to Goble Road Signal Maintenance depot.

6.10.5 Drawings & Diagrams

- 6.10.5.1 As - Built cable plans will be provided to the successful bidder.
- 6.10.5.2 The contractor to provide three new sets of 'hard-copies' of cable plans after the completion of works. All cable plans must be laminated. 1 USB of all cable plans must be provided in PDF format.

6.10.6 Occupations

6.10.6.1 The Signal department will be responsible for arranging all occupations by mutual agreement with the contractor and the Network Planning department. Bidder to submit a detailed occupation request well in advance. Three weeks' notice required for all occupations. PRASA reserves the right to cancel or postpone any occupation.

6.10.6.2 There will be restrictions on the time allowed for occupations during the week while on weekends extended time will be allowed. The contractor may be required to perform a presentation at the monthly occupation planning meeting.

6.10.7 Contract Period

Contract period will be 3 months from date of award.

Contractor must complete attached Annexure A: (Statement of compliance) to commit to contract period.

6.10.8 Guarantees

All equipment provided including workmanship shall be guaranteed for a period of one year starting on the date of commissioning.

6.10.9 Penalties

6.10.9.1 Should the Contractor fail to complete delivery on/before the stipulated dates for occupation as agreed for in this tender a penalty fee of R5000 per week will be charged.

6.10.9.2 Penalties will also be incurred, if trains are delayed by contractor in the event that the contractor exceeds the agreed occupation time. The penalty will be R1000 per train delayed. It must be noted that delays to the peak Metrorail train service can affect many trains in a short time, and it is required that the contractor stick to the agreed occupation times.

6.10.9.3 If the contractor works illegally without an approved occupation notice, a penalty fee of R 10 000 will be charged. Any subsequent breach will nullify the contract.

6.11 Safety & Safety File

- 6.11.1 All work in the contract should comply with Occupational Safety Act, 2003 (Act No 85 of 2003). A safety file shall be submitted and approved by the Project Manager & Risk department before the contractor starts the work.
- 6.11.2 The contractor shall provide the following additional requirements that form part of the specification pertaining to safety, orientation, and other fundamental Act 85 requirements.
- 6.11.3 The successful contractor shall make provision for a safety file, seven days after receiving his/her Letter of Appointment.
- 6.11.4 The contractor to issue employees with SABS approved identifying safety uniform, reflective bibs, safety boots and dust masks that are always worn by contractor's employees (including identity cards).
- 6.11.5 Contractor and his personnel to undergo safety orientation training for the people working in operational areas within Prasa premises prior to commencement of contract.
- 6.11.6 The contractor will be working under and adjacent to 3KV DC overhead lines and crossing of railway lines prior to the commencement of the said work.
- 6.11.7 It is suggested that safety boots be always worn, PRASA will not be held responsible for any injuries.
- 6.11.8 Tools / equipment must be kept in a good condition and must not injure staff.
- 6.11.9 The Service Provider shall keep on site a SHE works file where all records generated during the project are kept.
- 6.11.10 This file must always be available on site. The file will include all SHE related records, records of communication with the client (PRASA) toolbox talks, Inspection sheets, risk assessment etc.
- 6.11.11 A representative from PRASA has a right to do the following:
- Request the file at any given time
 - Inspect the SHEQ documents at any given time
 - Stop the work if he/she finds necessary or convinced that SHE is compromised.

6.12 Site Access

Before commencement of work on site, PRASA shall issue a site access certificate to the successful contractor.

6.17 Induction

- 6.17.1 Prior to commencing work on site, Prasa will issue a copy of the Prasa Signals Contractor Safety Induction Guidelines which will be issued to the successful contractor to be used for the duration of the contract.
- 6.17.2 Prasa will conduct induction training for contractor staff prior to any work taking place. A register of all personnel attending the induction will be recorded.

6.18 Quality Management System

- 6.18.1 Prasa requires that the contractor have a quality assurance system in place.
- 6.18.2 This system must document processes, procedures and responsibilities for achieving quality policies and objectives.
- 6.18.3 Included in this system must be method statements indicating how the work will be executed, together with quality check sheets, functional and correspondence test sheets that must be provided. A project work schedule must be provided by the contractor.

6.19 Community Liaison

- 6.19.1 The contractor will provide a Community Liaison Plan indicating how they will involve the community in the program of works.

6.20 CIDB grading

4 EP or higher

6.21 Termination of Contract

- 6.21.1 PRASA reserves the right to cancel the contract at any time during the contract period in the case of the contractor not performing according to the requirements of the agreement.

Annexure A: Statement of Compliance to Contract Period

The contractor must complete the Statement of Compliance to the contract period for this Specification.

There are only 2 level of reply permitted, C = compliant and NC = non-compliant.

Item	Compliance to:	C = Compliant	Signature
		NC = non-compliant	
1	Contract period		

SECTION 5

PRICING, BOQ/BOM AND DELIVERY SCHEDULE

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

- 1 Prices must be quoted in South African Rand, inclusive of all applicable taxes.
- 2 Price offer is firm and clearly 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 utilize a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 7 Please note that should you have offered a discounted price(s), PRASA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- 8 Respondents are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Respondent. PRASA may:
 - 8.1 Negotiate a market-related price with the Respondent scoring the highest points;
 - 8.2 If that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points;
 - 8.3 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;
 - 8.4 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFQ.

SECTION 6.

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.

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

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who

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.

is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

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,

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.

directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	
Signature	Date
.....	
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

- (a) The lowest 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 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

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

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

Where:

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

3. 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:

3.2. 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 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(c) an invitation for tender for income-generating contracts, that the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(d) any other invitation for tender, that the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for 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 the 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.)

DECLARATION WITH REGARD TO COMPANY/FIRM

3.3. Name of company/firm.....

3.4. Company registration number:

3.5. 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]

3.6. 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:

.....

.....

.....