

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

BID NUMBER: 03/2026/CTN/INFRA

REQUEST FOR PROPOSAL (RFP) FOR THE AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

CLOSING DATE	03 NOVEMBER 2026
CLOSING TIME	12:00
BRIEFING SESSION	COMPULSORY
	DATE: 20 OCTOBER 2026
	TIME: 10:00
BID DOCUMENTS DELIVERY ADDRESS	PASSENGER RAIL AGENCY OF SOUTH AFRICA No 3 Old Marine Drive Opposite Neotel Building Cape Town 8000
BIDDER NAME	
CIDB GRADING	7CE OR HIGHER

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

Disclaimer

This document is provided solely for the purpose set out in this RFP and is not intended to form any part or basis of any investment decision by Bidders. The recipient should not consider the document as an investment recommendation by PRASA or any of its advisers.

Each person to whom this document (and other later documents) is made available must make his own independent assessment of the Project after making such investigation and taking such professional advice as he/she or it deems necessary. Neither the receipt of this document or any related document by any person, nor any information contained in the documents or distributed with them or previously or subsequently communicated to any Bidder or its advisers, is to be taken as constituting the giving of an investment advice by PRASA or its advisers.

Whilst reasonable care has been taken in preparing this RFP and other documents, they do not purport to be comprehensive or true and correct. Neither PRASA nor any of its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in any document.

They acquaint themselves with this RFP and take note that no representation or warranty, express or implied, is or will be given by PRASA, or any of its officers, employees, servants, agents or advisers with respect to the information or opinions contained in any document or on which any document is based. Any liability in respect of such representations or warranties, howsoever arising is hereby expressly disclaimed.

If any recipient, or its employees, advisers or agents make or offers to make any gift to any of the employees of PRASA or consultant to PRASA on the RFP either directly or through an intermediary then such recipient, Bidder will be disqualified forthwith from participating in the RFP.

Each recipient of this RFP agrees to keep confidential any information of a confidential nature which may be contained in the information provided (the "Confidential Information Provided"). The Confidential Information provided may be made available to Bidder's subcontractors, employees and professional advisers who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality) but shall not, either in the whole or in part, be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without the prior written consent of PRASA, nor may it be used for any other purpose than that for which it is intended.

These requirements do not apply to any information, which is or becomes publicly available or is shown to have been made available (otherwise than through a breach of a confidentiality obligation). Bidders, Key Contractors and their constituent members, agents and advisers, may be required to sign confidentiality Contracts/undertakings (in such form as PRASA may require from time to time).

All Confidential Information Provided (including all copies thereof) remains the property of PRASA and must be delivered to PRASA on demand. Further, by receiving this RFP each Bidder and each of its members agrees to maintain its submission in Bid to this RFP confidential from third parties other than

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

PRASA and its officials, officers and advisers who are required to review the same for the purpose of procurement of the RFP.

Any recipient residing outside the Republic of South Africa is urged to familiarise themselves with and to observe any regulatory requirements relevant to the proposed transaction (whether these derive from a regulatory authority within or outside the Republic of South Africa).

Any requirement set out in this RFP regarding the content of a response to the RFP is stipulated for the sole benefit of PRASA, and serves as expressly stated to the contrary, may be waived at its discretion at any stage in the procurement process.

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

- Modify the RFP's goods / service(s) / works and request Respondents to re-bid on any changes;
- Withdraw, amend the RFP at any time without prior notice and liability to compensate or reimburse any respondent;
- Reject any Proposal which does not conform to instructions and specifications which are detailed herein
- Disqualify Proposals submitted after the stated submission deadline;
- Call a respondent to provide additional documents which PRASA may require which have not been submitted to PRASA.
- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP's closing date;
- Make no award at all;
- Validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to PRASA to do so;
- Request annual financial statements prepared and signed off by a professional accountant or other documentation for the purposes of a due diligence exercise; and/or
- Not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it.

To adopt any proposal made by any bidder at any time and to include such proposal in any procurement document which may or may not be made available to other bidders.

All costs and expenses incurred by Bidders in submitting responses to this RFP shall be borne by the Bidders and PRASA shall not be liable for any costs or expenses whatsoever or any claim for reimbursement of such costs or expenses.

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 and/or place the Respondent on PRASA's list of Restricted Suppliers.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

PRASA reserves the right to negotiate market-related price with the bidder scoring the highest points or cancel the bid; if the bidder does not agree to a market related price, negotiate a market related price with the bidder scoring the second highest points or cancel the bid; if the bidder scoring the second highest points does not agree to a market related price, negotiate a market related price with the bidder scoring the third highest points or cancel the bid. If the market related price is not agreed as envisaged in this paragraph, PRASA will cancel the bid.

PRASA reserves the right to negotiations Best and Final Offer (BAFO) with selected Respondents where none of the Proposals meet RFP requirement, are affordable and demonstrate value for money and there is no clear preferred response to the RFP

PRASA will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

SCHEDULE OF BID DOCUMENTS

SECTION NO	PAGE
SECTION 1 : NOTICE TO BIDDERS	
<u>1 INVITATION TO BID</u>	1
<u>2 FORMAL BRIEFING</u>	14
<u>4 PROPOSAL SUBMISSION</u>	14
<u>5 DELIVERY INSTRUCTIONS FOR RFP</u>	15
<u>6 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS</u>	15
<u>7 COMMUNICATION</u>	18
<u>8 CONFIDENTIALITY</u>	18
<u>9 INSTRUCTIONS FOR COMPLETING THE RFP</u>	19
<u>10 RFP TIMETABLE</u>	21
11 LEGAL COMPLIANCE	22
<u>12 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE</u>	22
<u>13 TAX COMPLIANCE</u>	22
<u>14 PROTECTION OF PERSONAL DATA</u>	23
<u>SECTION 2 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS</u>	24
<u>1 INTRODUCTION AND BACKGROUND</u>	24
<u>2 OVERVIEW</u>	24
<u>3 KEY OBJECTIVES OF THE RFP</u>	25
<u>4 SCOPE OF WORK</u>	25
<u>5 EVALUATION METHODOLOGY</u>	26
6 POST TENDER NEGOTIATIONS (IF APPLICABLE)	39
<u>7 BEST AND FINAL OFFER</u>	39
<u>8 FINAL CONTRACT AWARD</u>	39

TENDER: 03/2026/CTN/INFRA: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

<u>9</u>	<u>FAIRNESS AND TRANSPARENCY</u>	39
	<u>SECTION 3 : PRICING AND DELIVERY SCHEDULE</u>	40
<u>1</u>	<u>PRICING</u>	40
<u>2</u>	DISCLOSURE OF PRICES QUOTED	41
<u>3</u>	<u>PERFROMANCE AND BID BONDS (WHERE APPLICABLE)</u>	41
<u>4</u>	<u>OWNERSHIP OF DESIGN</u>	41
<u>5</u>	<u>SERVICE LEVELS</u>	41
<u>6</u>	<u>TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES</u>	42
<u>7</u>	FINANCIAL STABILITY	43
<u>8</u>	VALIDITY OF RETURNABLE DOCUMENTS	44
<u>9</u>	<u>CERTIFICATE OF ACQUAINTANCE WITH RFP TERMS AND CONDITIONS</u>	45
<u>10</u>	<u>GENERAL CONDITIONS</u>	47
<u>11</u>	CONDITIONS OF TENDER	52

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

LIST OF BID DOCUMENTS

INVITATION TO BID PART A	Form A
TERMS AND CONDITIONS FOR BIDDING PART B	Form B
TENDER FORM (PRICING SCHEDULE)	Form C
SITE INSPECTION CERTIFICATE / PRE-TENDER BRIEFING SESSION	Form D
STATEMENT OF WORK SUCCESSFULLY CARRIED OUT BY BIDDER	Form E
SECURITY SCREENING FORM	Form F
ACKNOWLEDGEMENT	Form G
SPECIAL CONDITIONS: FUNDING CONTINGENCY	Form H
SBD 4 BIDDER'S DISCLOSURE	
SBD 5 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (<i>DELETE IF NOT APPLICABLE</i>)	
SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022	

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

1 LIST OF ANNEXURES TO THE RFP

Draft Contract	Annexure 1
RFP CLARIFICATION FORM	Annexure 2

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

2 ACRONYMS

BBBEE	Broad Based-Black Economic Empowerment
CIDB	Construction Industries Development Board
DTIC	The Department of Trade and Industry and Competition
PPPFA	Preferential Procurement Policy Framework Act 5 of 2000 (as amended from time to time)
PFMA	Public Finance Management Act No.1 of 1999 (as amended from time to time)
PRASA	Passenger Rail Agency of South Africa
RFP	Request for Proposal
SANAS	South African National Accreditation System

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

3 INTERPRETATION

In this RFP, unless inconsistent with or otherwise indicated by the context –

- 3.1 headings have been inserted for convenience only and should not be taken into account in interpreting the RFP;
- 3.2 any reference to one gender shall include the other gender;
- 3.3 words in the singular shall include the plural and vice versa;
- 3.4 any reference to natural persons shall include legal persons and vice versa;
- 3.5 words defined in a specific clause have the same meaning in all other clauses of the RFP, unless the contrary is specifically indicated;
- 3.6 any reference to the RFP, schedule or appendix, shall be construed as including a reference to any RFP, schedule or appendix amending or substituting that RFP, schedule or appendix;
- 3.7 the schedules, appendices and Briefing Notes issued pursuant to this RFP, form an indivisible part of the RFP and together with further clarifying and amending information provided by PRASA, constitute the body of RFP documentation which must be complied with by Bidders;
- 3.8 in the event of any inconsistency between this RFP or other earlier information published with regard to the Project, the information in this RFP shall prevail; and
- 3.9 this RFP shall be governed by and applied in accordance with South African law.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

4 DEFINITIONS

In this RFP and in any other project documents (as defined below) which so provides, the following words and expressions shall have the meaning assigned to them below and cognate expressions shall have a corresponding meaning, unless inconsistent with the context:

- 4.1 “Accounting Authority” means the Board of PRASA;
- 4.2 “Contract” means the Contract to be entered between PRASA and the successful Bidder for the provision of the *services* procured in this RFP.
- 4.3 “Bid” means the Bid to the RFP submitted by Bidders;
- 4.4 “Bidders Briefing Session” means the compulsory briefing session to be held at the offices of PRASA, in order to brief the Bidders about this tender;
- 4.5 “Black Enterprise” means an enterprise that is at least 51% beneficially owned by Black People and in which Black People have substantial Management Control. Such beneficial ownership may be held directly or through other Black Enterprises;
- 4.6 “Black Equity” means the voting equity held by Black People from time to time;
- 4.7 “Black People” has the same meaning as ascribed to the Broad-Based Black Economic Empowerment Act, 2003, as amended.
- 4.8 “Black Woman” means African, Coloured and Indian South Africa Female citizen;
- 4.9 “Briefing Note” means any correspondence to Bidders issued by the PRASA;
- 4.10 “Business Day” means any day except a Saturday, Sunday or public holiday in South Africa;
- 4.11 “Bidders” means individuals, organisations or consortia that have been submitted responses to the RFP in respect of the tender;
- 4.12 “Consortium” means any group of persons or firms jointly submitting a Bid as Bid to this RFP and “Consortia” means more than one Consortium;
- 4.13 “Contractor” the successful Bidders who has signed a Contract with PRASA in terms of this RFP.
- 4.14 “Closing Date” means the closing date for submission of bids/ Proposals by Bidders which is 03 NOVEMBER 2026.**
- 4.15 “Project” means this project for the ***AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS.***
- 4.16 “RFP” means the Request for Proposals issued by PRASA for this tender; and
- 4.17 “Scope of Work” means the scope of work for this project as detailed out in the RFP technical specifications.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

SECTION 1

NOTICE TO BIDDERS

1 INVITATION TO BID

You are hereby invited to submit a bid to meet the requirements of the Passenger Rail Agency of South Africa. Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations, or enterprises [hereinafter referred to as an **entity**, **Bidder**].

BID DESCRIPTION	As and when required procurement of track maintenance work for a period of 36 months.
BID ADVERT	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. With effect from OCTOBER 2026
ISSUE DATE	05 OCTOBER 2026
BRIEFING SESSION	COMPULSORY
CLOSING DATE	03 NOVEMBER 2026 Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	120 Working Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.
CLOSING DATE FOR QUESTIONS	30 OCTOBER 2026
CLOSING DATE FOR RESPONSES	30 OCTOBER 2026
CONTACT PERSON	YOLISWA MGENCE Email: yoliswa.mgence@prasa.com Tel No: 021 – 832 8562

Any additional information or clarification will be emailed to all Respondents, if necessary.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

2 FORMAL BRIEFING

A compulsory RFP briefing will be conducted at 12 Liesbeek Parkway, Room163, Infrastructure Building, Salt River on the **20 October 2026**, at 10:00am. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

2.1 *A Certificate of Attendance in the form set out in Form D hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing.* Bidders must also appear on the Compulsory Briefing session Register.

2.2 Respondents failing to attend the compulsory RFP briefing may be disqualified.

3 BRIEFING SESSION MINUTES AND NOTES

3.1 PRASA will issue briefing session minutes or notes together with the response to the clarification questions on the **30 October 2026**.

3.2 Clarifications will be issued to all Respondents to this RFP utilizing the contact details provided at receipt of the responses to the RFP documentation, after submission to the authorised representative.

3.3 Bidders / Respondents are requested to promptly confirm receipt of any clarifications sent to them.

3.4 Bidders / Respondents must ensure responses to the clarifications are received on or before the deadline date stated.

4 PROPOSAL SUBMISSION OF RFP RESPONSE

Proposal Responses should be submitted to PRASA in a sealed envelope addressed as follows:

The Secretariat/ Tender Office

RFP No:	03/2026/CTN/INFRA
Description of Bid	As and when required procurement of a service provider for track maintenance work for a period of 36 months
Closing date and time:	03 November 2026 @12:00
Closing address	[Refer to options in paragraph {5below}]

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

5 DELIVERY INSTRUCTION FOR RFP

Delivery of Bid

The Bid envelopes should be deposited in the PRASA tender box which is located at the main entrance of the PRASA HOUSE and should be addressed as follows:

THE SECRETARIAT / TENDER OFFICE
PASSENGER RAIL AGENCY OF SOUTH AFRICA
NO.3 OLD MARINE DRIVE
OPPOSITE NEOTEL BUILDING
CAPE TOWN
8000

5.1 B-BBEE Joint Ventures or Consortiums

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, should state their intention to do so in their RFP submission. Such Respondents should also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners should submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by PRASA through this RFP process. This written confirmation should clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to PRASA.

6 COMMUNICATION

- 6.1 For specific queries relating to this RFP during the RFP process, bidders are required to adhere strictly to the communication structure requirements. An RFP Clarification Form should be submitted to yoliswa.mgenge@prasa.com before 16:00 on 03 November 2026, substantially in the form set out in Annexure (6) hereto.
- 6.2 In the interest of fairness and transparency PRASA's response to such a query will be made available to the other Respondents who have attended a compulsory and a non-compulsory briefing session. For this purpose PRASA will communicate with Respondents using the contact details provided at the compulsory and a non-compulsory briefing session.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

- 6.3 After the closing date of the RFP, a Respondent may only communicate in writing with the Bid Secretariat, at telephone number 021 – 832 8562 e-mails yoliswa.mgenge@prasa.com on any matter relating to its RFP Proposal.
- 6.4 Respondents are to note that changes to its submission will not be considered after the closing date.
- 6.5 Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of PRASA in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will automatically be disqualified and restricted from doing business with PRASA in future.
-
- 6.6 Bidders are advised utilize this email address (**SCM.Complaints@prasa.co.za**) for lodging of complaints to PRASA in relation to this bid process. The following minimum information about the bidder must be included in the complaint:
- 6.6.1 Bid/Tender Description
 - 6.6.2 Bid/Tender Reference Number
 - 6.6.3 Closing date of Bid/Tender
 - 6.6.4 Supplier Name;
 - 6.6.5 Supplier Contact details
 - 6.6.6 The detailed complaint
- 6.7 PRASA also encourages bidders to visit the PRASA website for whistleblowing contract details for alleged activities of suspected Fraud and or Corruption.

7 CONFIDENTIALITY

- 7.1 PRASA shall ensure all information related to this RFP is to be treated with strict confidence. In this regard Respondents / Bidders are required to certify that they have acquainted themselves with the Non-Disclosure Agreement All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to PRASA's business, written approval to divulge such information should be obtained from PRASA.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

7.2 Respondents must clearly indicate whether any information submitted or requested from PRASA is confidential or should be treated confidentially by PRASA. In the absence of any such clear indication in writing, PRASA shall deem the response to the RFP to have waived any right to confidentiality and treat such information as public in nature.

8 INSTRUCTIONS FOR COMPLETING THE RFP

8.1 All responses to the RFP should be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical and compliance response, the second envelop/box shall only have the financial response and BBBEE response.

8.2 Bidders are required to package their response/Bid as follows:

Volume 1 (Envelop 1/Package 1)

- **Part A:** Mandatory Requirements Response
- **Part B:** Technical or Functional Response (response to scope of work)
- **Volume 2 (Envelop 2/ Package 2)**
- **Part C:** Financial Proposal and Specific Goals

Volume 2 should be submitted in a separate sealed envelope. Bidders should make their pricing offer in envelop 2/package 2.

8.3 Bidders must submit 1 original response and may submit copies and an electronic version which must be contained in a Memory Card/External hard drive etc clearly marked in the Bidders name. PRASA reserves the right to consider information provided in all formats irrespective the format i.e original/copy/electronic.

8.4 Bidders should ensure that their response to the RFP is in accordance with the structure of this document.

8.5 Where Bidders are required to sign forms they are required to do so using preferably black ink pen.

8.6 Any documents forming part of the original responses to RFP but which are not original in nature, should be certified as a true copy by a Commissioner of Oaths.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

- 8.7 Each response to RFP must be in English and submitted in A4 format, except other graphic illustrations, which may not exceed A3 format, unless the contrary is specifically allowed for in this RFP. Responses to RFP should be neatly and functionally bound, preferably according to their different sections.
- 8.8 The original responses to RFP must be signed by a person duly authorized by each consortium member and Subcontractor to sign on their behalf, which authorization must form part of the responses to RFP as proof of authorization. By signing the responses to RFP the signatory warrants that all information supplied by it in its responses to RFP is true and correct and that the responses to RFP and each party whom the responses to RFP signatory represents, considers themselves subject to and bound by the terms and conditions of this RFP.
- 8.9 The responses to RFP formulation should be clear and concise and follow a clear methodology which responses to RFP should explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- 8.10 Responses to RFP must provide sufficient information and detail in order to enable PRASA to evaluate the responses to RFP, but should not provide unnecessary detail which does not add value and detracts from the ability of PRASA to effectively evaluate and understand the responses to RFP. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.
- 8.11 Information submitted as part of a responses to RFP should as far as possible, be orderly according to the order of the required information requested by PRASA. All pages should be consecutively numbered.
- 8.12 Responses to RFP should ensure that each requirement contained in the RFP is succinctly addressed. Responses to RFP should as far as possible use the terms and definitions applied in this RFP and should clearly indicate its interpretation of any differing terminology applied.
- 8.13 Response to RFP documents are to be submitted to the address specified in [this RFP](#), and Bidders should ensure that the original and copies (where applicable) are identical in all respects as PRASA will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document.
- 8.14 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

- 8.15 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 16 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.
- 8.16 Bidders are required to review the Contract. Bidders may further amend and or delete any part of the Draft Contract where they deem fit to do so. Where Bidders have amended and or deleted any part of the Contract, it must be clearly visible by using track changes and must ensure that the disc copy of their bid submission for the Draft Contract is in word version and not password protected. **It must be noted that the marked-up Contract will form part of contract negotiations processes with the preferred bidder.**

9 RFP TIMETABLE

PRASA may at its sole discretion amend any of the milestone dates indicated in the table below. Bidders will be informed of any amendments to the timeline through the issue of the Addendum.

RFP PROCESS	MILESTONE DATES
Bid issue date	05 OCTOBER 2026
Briefing Session for Bidders at the]	20 OCTOBER 2026
Closing date for Questions	30 OCTOBER 2026
Closing date for Responses	30 OCTOBER 2026
Closing Date for Submission of final Bid	30 OCTOBER 2026
Evaluation of Proposals (Bidders note that PRASA may call for Presentation of bidders offers at any stage of the evaluation process)	TBA
Appointment of the successful Bidder	TBA
Contract Negotiations	TBA
Signing of Contract	TBA
Contract Commencement	TBA

PRASA may at its sole discretion amend any of the milestone dates indicated in the table above. Bidders will be informed of any amendments to the timeline through the issue of briefing notes.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

10 LEGAL COMPLIANCE

- 10.1 Bidders should ensure that they comply with all the requirements of the RFP and if Bidders fail to submit any of the required documents, such Bids may, at the sole discretion of PRASA, be disqualified. PRASA reserves the right to call a Bidder to provide additional documents which may have not been submitted.
- 10.2 The successful Bidder [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations

11 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. 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>. Respondents are required to provide the following to PRASA in order to enable it to verify information on the CSD:

Supplier Number: _____ **Unique registration reference number:** _____.

12 TAX COMPLIANCE

- 12.1 Respondents must be compliant when submitting a proposal to PRASA and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991) as amended.
- It is a condition of this RFP that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.
- 12.2 It is a condition of this RFP that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 12.3 The Tax Compliance status requirements are also applicable to foreign Bidders/ individuals who wish to submit bids.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

12.4 Respondents are required to be registered on the Central Supplier Database (CSD) as indicated in paragraph 12 and the National Treasury shall verify the Respondent's tax compliance status through the Central Supplier Database (CSD).

12.5 Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database (CSD) and their tax compliance status will be verified through the Central Supplier Database (CSD).

For this purpose, the attached SBD 1 marked Annexure..... must be completed and submitted as an essential returnable document by the closing date and time of the bid.

New Tax Compliance Status (TCS) System

12.6 SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

12.7 Respondents are required to provide the following to PRASA in order to enable it to verify their tax compliance status:

Tax Compliance Status (TCS) Pin:_____.

13 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.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

SECTION 2

BACKGROUND OVERVIEW AND SCOPE REQUIREMENTS

1 INTRODUCTION AND BACKGROUND

Passenger Rail Agency of South Africa (“PRASA”) has identified the need to appoint a service provider for **AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS**.

2 OVERVIEW

The Employer’s objectives are to maintain Perway Infrastructure in the Western Cape Province, and to provide construction work opportunities.

The description of the project contained in the Scope of Work is merely an outline of the Contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Details of some of the major items are given in this section and approximate detailed quantities for each type of work to be carried out in accordance with the Contract Documents are included in the Bill of Quantities.

PRASA seeks to benefit from this partnership in the following ways: **(Project / Events Specific)**

- 2.1** PRASA must receive reduced cost of acquisition and improved service benefits resulting from the Service Provider’s economies of scale and streamlined service processes.
- 2.2** PRASA must achieve appropriate availability that meets user needs while reducing costs for both PRASA and the chosen Service Provider(s).
- 2.3** PRASA must receive proactive improvements from the Service Provider with respect to provision of Services and related processes.
- 2.4** PRASA’s overall competitive advantage must be strengthened by the chosen Service Provider’s leading edge technology and service delivery systems.
- 2.5** PRASA end users must be able to rely on the chosen Service Provider’s personnel for service enquiries, recommendations and substitutions.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

2.6 PRASA must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

3 KEY OBJECTIVES OF THE RFP

This RFP has been prepared for the following purposes:

- 3.1** TO SET OUT THE RULES OF PARTICIPATION IN THE BID PROCESS REFERRED TO IN THIS RFP.
- 3.2** TO DISSEMINATE INFORMATION ON THE PROJECT CONTEMPLATED IN THIS RFP.
- 3.3** TO GIVE GUIDANCE TO BIDDERS ON THE PREPARATION OF THEIR RFP BIDS.
- 3.4** TO GATHER INFORMATION FROM BIDDERS THAT IS VERIFIABLE AND CAN BE EVALUATED FOR THE PURPOSES OF APPOINTING A SUCCESSFUL BIDDER.
- 3.5** TO ENABLE PRASA TO SELECT A SUCCESSFUL BIDDER THAT IS:
 - a) technically qualified and meet the empowerment criteria described in this RFP;
 - b) Carry all the obligations of the Contract.

4 SCOPE OF WORK

- 4.1** This contract **As And When Required Provision of Perway Maintenance Services for a period of 36 months.**, hereinafter also referred to as the “Works,” and any other work arising out of or incidental to the above, or required from the contractor for the proper completion of the Works in accordance with the true meaning and intent of the contract.
- 4.2** The detailed full project specification is attached under Annexure 3

5 EVALUATION METHODOLOGY

The evaluation of Bids will be based on the information contained in Bids received in RFP and, which may be further supplemented by presentations and clarification information provided, if required. All Bids shall be equally evaluated by various committees involved in the evaluation process in accordance with stated Evaluation Criteria. Procurement integrity and fairness, transparency, competitiveness and full accountability will at all times be paramount.

5.1 EVALUATION AND SCORING METHODOLOGY

The evaluation of the Bids by the evaluation committees will be conducted at various levels.

TENDER: 03/2026/CTN/INFRA: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

The following levels will be applied in the evaluation:

LEVEL	DESCRIPTION
Verify completeness	The Bid is checked for completeness and whether all required documentation, certificates; verify completeness warranties and other Bid requirements and formalities have been complied with. Incomplete Bids may be disqualified.
Verify compliance	The Bids are checked to verify that the essential RFP requirements have been met. Non-compliant Bids may be disqualified.
Detailed Evaluation of Technical	Detailed analysis of Bids to determine whether the Bidder is capable of delivering the Project in terms of business and technical requirements. The minimum threshold for technical evaluation is [70%], any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and Specific Goals.
Specific Goals	Evaluate Specific Goals
Price Evaluation	Bidders will be evaluated on price offered.
Scoring	Scoring of Bids using the Evaluation Criteria.
Recommendation	Report formulation and recommendation of Preferred and Reserved Bidders
Approval	Approval and notification of the final Bidder.

5.2 EVALUATION CRITERIA

Interested bidders for this project shall be evaluated in terms of their business credentials, financial standing, empowerment, technical capacity and experience. The evaluation committee shall use the following Evaluation Criteria depicted in Table 1 for the selection of the preferred bidder that shall execute construction work for the project.

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

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

Details of the stages outlined in table 1 above are presented in the following sections.

6 STAGE 1: COMPLIANCE REQUIREMENTS

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

Stage 1A – Mandatory Requirements - (To be submitted in envelope 1)

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

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

No.	Description of requirement	
a)	Proof of CIDB grading 7CE or higher	x
b)	Briefing Session Form D. Bidders must also reflect on the Compulsory Briefing Session Attendance Register	x
c)	Bid Bond from a South African Bank	x

Stage 1B – Other Mandatory Requirements - (To be submitted in envelope 1)

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: COIDA	x
b)	Supply of valid SARS Pin	x
c)	CSD supplier registration number	x
d)	Completion of ALL RFP documentation (includes ALL)	x
e)	Joint Venture, Consortium Agreement or Partnering Agreement / Subcontract Agreement signed by all parties (If applicable). The agreement should indicate the leading bidder where applicable.	x
f)	Track Master – Certified (not older than 3 months) Track Master certificate or Certified Railway Construction & Maintenance certificate.	x
g)	Track welder – Certified (not older than 3 Months) Track welder certificate or Certified Trade hand certificate in Exothermic welding (Casting of Exothermic Weld).	x
h)	A list of the specific staff members who will form the project team (full names, positions, roles on the project).	x

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

STAGE 2: TECHNICAL / FUNCTIONALITY REQUIREMENTS - (To be submitted in envelope 1)

Interested bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for technical/functionality requirements **is 70% (insert threshold)** as per the standard Evaluation Criteria presented in Table 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 Table below

Item	Criteria	Weight
1	Organizational Experience	40
	Key Personnel 2.1 Track Master(s) 2.2 Track Welder	60 30 30
	TOTAL	100

Technical Evaluation Criteria

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

FUNCTIONAL EVALUATION CRITERIA

Details of the scoring methodology presented above are outlined in Table 4 below

ID	FUNCTIONALTY QUALITY CRITERIA	WEIGHT		SCORES
1	<u>Previous company experience</u> Supply a list of previous contracts of a similar nature e.g. Installation of sleepers/ Installation of rails/ installation of turnouts/turnout components/ Track welding works successfully completed in the past 5 years (2021-2026) with reference letters (At least 5 reference letters required to score 100%), reference letters can be in the form of the template provided in the tender document or an existing letter from previous client. The reference letter must have previous client signature and be on official company letterhead / when using the Prasa template it must be stamped and signed by the previous client. The reference letters must indicate the following: 1. Was the project completed on time and adhered to programme of works, 2. Quality of work that was done Note: Should the reference letter indicate that: i) The contract was not completed within the stipulated project program/time due to delays attributed by the contractor or, ii) Work not done according to the specification, Such contracts shall not be considered when determining the number of projects of a similar nature.	5 or more completed projects	5	40
		4 completed projects	4	
		3 completed projects	3	
		2 completed projects	2	
		1 completed project	1	
		Not submitted/Irrelevant	0	

TENDER: 03/2026/CTN/INFRA: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

2	<u>Key Staff- Experience</u>	10 or more years of experience	5	30
	<u>2.1 Experience of a Track Master(s)</u>	7 but less than 10 years of experience	4	
	Experienced Track Master(s) are required to have a minimum of 5 years' experience working in Perway maintenance and with on-track Machines to be considered, CV to be submitted detailing work experience as a Track Master(s)	5 but less than 7 years of experience	3	
		2 but less than 5 years of experience	2	
		0 but less than 2 years of experience	1	
		Not submitted/Irrelevant	0	
	Score will be based on the number of years of experience as a Track Master(s).			
	Note: The bidder warrants that the key personnel named in the bid are currently employed by the bidder and will remain available for the project. Any change to key personnel after award requires prior written approval of the Employer. The Employer reserves the right to reject proposed replacement if they do not meet or exceed the minimum requirements.			
	<u>2.2 Experience of Track Welder(s)</u>	5 or more years of experience	5	30
	Experienced Track Welder(s) are required to have a minimum of 3 years' experience to be considered, CV to be submitted detailing work experience as a Track Welder(s).	4 but less than 5 years of experience	4	
		3 but less than 4 years of experience	3	
		2 but less than 3 years of experience	2	
1 but less than 2 years of experience		1		
Not submitted/Irrelevant		0		
Score will be based on the number of years of experience as a Track Welder(s).				
Note: The bidder warrants that the key personnel named in the bid are currently employed by the bidder and will remain available for the project. Any change to key personnel after award requires prior written approval of the Employer. The Employer reserves the right to reject proposed replacement if they do not meet or exceed the minimum requirements.				
				100

TENDER: 03/2026/CTN/INFRA: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

ID	QUALITY CRITERIA	INDICATORS					
		0-Not submitted/irrelevant	1- Poor	2 - Average	3 - Good	4-Very good	5-Excellent
1	<u>Previous company experience</u> Supply a list of previous contracts of a similar nature e.g. Installation of sleepers/ Installation of rails/ installation of turnouts/turnout components/Track welding works successfully completed in the past 5 years (2021-2026) with reference letters (At least 5 reference letters required to score 100%), reference letters can be in the form of the template provided in the tender document or an	No reference letter submitted, or reference letter submitted is irrelevant. Note: The reference letter must comply with the two listed criteria's If the reference letter does not feature all the criteria's then that letter will score zero.	1 project successfully completed with 1 relevant reference letter. Note: The reference letter must comply with the two listed criteria's	2 projects successfully completed with 2 relevant reference letters. Note: The reference letter must comply with the two listed criteria's	3 projects successfully completed with 3 relevant reference letters Note: The reference letter must comply with the two listed criteria's	4 projects successfully completed with 4 relevant reference letters Note: The reference letter must comply with the two listed criteria's	5 or more projects successfully completed with 5 or more relevant reference letters. Note: The reference letter must comply with the two listed criteria's

TENDER: 03/2026/CTN/INFRA: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID NUMBER: 03/2026/CTN/INFRA



	existing letter from previous client. The reference letter must have previous client signature and be on official company letterhead / when using the Prasa template it must be stamped and signed by the previous client. The reference letters must indicate the following: 1. Was the project completed on time and adhered to the programme of works, 2. Quality of work that was done Note: Should the reference letter indicate that: i) The contract was not completed within the stipulated project program/time due to delays attributed by the contractor or,		If the reference letter does not feature all the criteria's then that letter will be given lowest score.	If the reference letter does not feature all the criteria's then that letter will be given lower score	If the reference letter does not feature all the criteria's then that letter will be given lower score	If the reference letter does not feature all the criteria's then that letter will be given lower score	If the reference letter does not feature all the criteria's then that letter will be given lower score.
--	---	--	---	---	---	---	--

TENDER: 03/2026/CTN/INFRA: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID NUMBER: 03/2026/CTN/INFRA



	ii) Work not done according to the specification. Such contracts shall not be considered when determining the number of projects of a similar nature.						
2	<u>Key Staff- Experience</u> <u>2.1 Experience of a qualified Track Master(s)</u> Experienced Track Master(s) are required to have a minimum of 5 years' experience working in Perway maintenance and with on-track Machines to be considered, CV to be submitted detailing work experience as a Track Master(s) Score will be based on the number of years of experience as a Track Master(s). Note: The bidder warrants that the key personnel named in the bid are currently employed by the bidder	No CVs submitted or CVs submitted with irrelevant experience	CVs Submitted with 0 but less than 2 years of experience,	CVs submitted with 2 but less than 10 years 5 experience.	CVs submitted with 5 but less than 12 years 7 experience.	CVs submitted with 7 but less than 10 years of experience.	CVs submitted with 10 or more years of experience.

TENDER: 03/2026/CTN/INFRA: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

	and will remain available for the project. Any change to key personnel after award requires prior written approval of the Employer. The Employer reserves the right to reject proposed replacement if they do not meet or exceed the minimum requirements.						
--	---	--	--	--	--	--	--

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID NUMBER: 03/2026/CTN/INFRA



METRO RAIL- WESTERN CAPE

CONTACTABLE REFERENCE FOR TENDERER

TENDER/PROJECT: AS AND WHEN PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS.

Name of the tenderer: _____

To: PRASA – Metrorail – Western Cape

I, the undersigned duly authorized representative, hereby furnish this reference on behalf of the organisation named herein:

A. Previous client and completed works/services information

I. Name of the organisation : _____

II. Description of works/goods/services that were provided:

III. Year: _____

IV. Duration: _____

V. Value of works/services/goods: _____

B. Evaluation of service provider's performance

1. Were the works/ service/ product completed/delivered within stipulated timeframes Yes ☐ No ☐
If no kindly comment _____

2. Were the works/services/product meet the expected and specified quality Yes ☐ No ☐
If no kindly comment _____

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

Signature: _____

Telephone: _____

Date: _____

STAGE 3: PRICING AND SPECIFIC GOALS - (To be submitted in envelope 2)

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 points is allocated for price on the following basis:

80/20

or

90/10

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

$$PS = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

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 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.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

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
B-BBEE Level 1/Level 2	4		B-BBEE Certificate/Affidavit (in case of JV, a consolidated score card will be accepted)
Black youth owned	4		Certified copy of ID Documents of the Owners
51% Black Owned	4		B-BBEE Certificate/Affidavit/CIP Document
Black women owned	4		Certified copy of ID Documents of the Owners
QSE 51% black owned	4		Audited Annual Financial/ B-BBEE Certificate/ Affidavit

Table 9: Specific goals for the tender and points claimed

7 VALIDITY PERIOD

This RFP shall be valid for *[120 working days]* calculated from Bid closing date.

8 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

8.1 National Industrial Participation Programme (NIPP) requirements:

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

Bidders are therefore required to complete SBD 5 to give effect to the above.

9 POST TENDER NEGOTIATION (IF APPLICABLE)

PRASA reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should PRASA conduct post tender negotiations, Respondents will be requested to provide their best and final offers to PRASA based on such negotiations. A final evaluation will be conducted in terms of 80/20 / 90/10.

10 FINAL CONTRACT AWARD

PRASA will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as Supplier Development, the B-BBEE Improvement Plan, price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s).

11 FAIRNESS AND TRANSPARENCY

PRASA views fairness and transparency during the RFP Process as an absolute on which PRASA will not compromise. PRASA will ensure that all members of evaluation committees declare any conflicting or undue interest in the process and provide confidentiality undertakings to PRASA.

The evaluation process will be tightly monitored and controlled by PRASA to assure integrity and transparency throughout, with all processes and decisions taken being approved and auditable.

SECTION 3

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the Pricing Schedule/ BOQ **Annexure: 4** and Form C (Volume 2/Envelop 2)

1 PRICING

- 1.1. Prices must be quoted in South African Rand, inclusive of all applicable taxes.
- 1.2. Price offer is firm and clearly indicate the basis thereof.
- 1.3. Pricing Bill of Quantity is completed in line with schedule if applicable.
- 1.4. Cost breakdown must be indicated.
- 1.5. Price escalation basis and formula must be indicated.
- 1.6. 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.
- 1.7. 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.
- 1.8. 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:
 - 1.8.1. negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - 1.8.2. if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP; and
 - 1.8.3. 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 or cancel the RFP.
 - 1.8.4. If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFP.

2 DISCLOSURE OF PRICES QUOTED

Respondents are to note that, on award of business, PRASA is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents inter alia on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), [the other medium used to advertise the bid i.e CIDB](#) as required per National Treasury Instruction Note 09 of 2022/2023.

3 PERFORMANCE AND BID BONDS

3.1. The preferred Bidder shall where applicable provide PRASA with a performance bond which shall be 10% of the value of the entire Project price offered and it shall be issued with 30 days of receipt of notice of appointment. The Performance Bond shall be valid for the Contract period. The format of the Performance Bond is attached as **Annexure**

[Bidders are required to submit their Bid with a Bid Bond. The Bid Bond shall be due and payable if a bidder decides not to continue with the RFP process after submission of its Bid. The format of the Bid Bond is attached as Annexure(where applicable)]

4 OWNERSHIP OF DESIGN

4.1. The plans and design developed and to be provided by PRASA shall at all times remain the property of PRASA.]

5 SERVICE LEVELS

- 5.1. An experienced national account representative(s) is required to work with PRASA's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 5.2. PRASA will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 5.3. PRASA reserves the right to request that any member of the Service provider's team involved on the PRASA account be replaced if deemed not to be adding value for PRASA.
- 5.4. The Service provider guarantees that it will achieve a 100% [hundred per cent] service level on the following measures:
 - a) Random checks on compliance with quality/quantity/specifications
 - b) On time delivery.

- 5.5. The Service provider must provide a telephone number for customer service calls.
- 5.6. Failure of the Service provider to comply with stated service level requirements will give PRASA the right to cancel the contract in whole, without penalty to PRASA, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
------------	--

6 TOTAL COST OF OWNERSHIP (TCO)

- 6.1. PRASA will strive to procure goods, services and works which contribute to its mission. In order to achieve this, PRASA must be committed to working with suppliers who share its goals of continuous improvement in service, quality and reduction of Total Cost of Ownership (TCO).
- 6.2. Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with PRASA in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of transportation services and related logistics provided by PRASA's operating divisions within South Africa to the ultimate benefit of all end-users.

7 FINANCIAL STABILITY

Respondents are required to submit their latest financial statements prepared and signed off by a professional accountant for the past years with their Proposal in order to enable PRASA to establish financial stability.

SIGNED at _____ on this _____ day of _____ 20.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

8 VALIDITY OF RETURNABLE DOCUMENTS

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [the Agreement] and fail to present PRASA with such renewals as and when they become due, PRASA shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which PRASA may have for damages against the Respondent.

SIGNED at _____ on this _____ day of _____ 20.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

9 CERTIFICATE OF ACQUAINTANCE WITH RFP TERMS & CONDITIONS & APPLICABLE DOCUMENTS

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and PRASA will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1. PRASA's General Bid Conditions*

2. Standard RFP Terms and Conditions for the supply of Goods or Services or Works to PRASA

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by PRASA's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity. The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SIGNED at _____ on this _____ day of _____ 20.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

10 GENERAL CONDITIONS

10.1 ALTERNATIVE BIDS

Bidders may submit alternative Bid only if a main Bid, strictly in accordance with all the requirements of the RFP is also submitted. The alternative Bid is submitted with the main Bid together with a schedule that compares the requirements of the RFP with the alternative requirements the Bidders proposes. Bidders must note that in submitting an alternative Bid they accept that PRASA may accept or reject the alternative Bid and shall be evaluated in accordance with the criteria stipulated in this RFP.

10.2 PRASA'S TENDER FORMS

Bidders must sign and complete the PRASA's Bid Forms and attach all the required documents. Failure by Bidders to adhere to this requirement may lead to their disqualification.

10.3 PRECEDENT

In case of any conflict with this RFP and Bidders response, this RFP and its briefing notes shall take precedence.

10.4 RESPONSE TO RFP-CONFIDENTIALITY

Response to RFPs must clearly indicate whether any information conveyed to or requested from PRASA is confidential or should be treated confidentially by PRASA. In the absence of any such clear indication in writing from a response to RFP, PRASA shall deem the response to RFP to have waived any right to confidentiality and treat such information as public in nature.

Where a Bidder at any stage during the RFP Process indicates to PRASA that information or any response to RFP requested from PRASA is or should be treated confidentially, PRASA shall treat such information or response to RFP confidentially, unless PRASA believes that to ensure the transparency and competitiveness of the RFP Process the content of the information or response to RFP should be conveyed to all Bidders, in which event it shall apply the following process:

- PRASA shall confirm with the Bidder whether the raising of confidentiality applies to the entire response to the RFP or only specific elements or sections of the response;
- Where confidentiality is maintained by the Bidder and PRASA is of the opinion that the information or response to RFP if made publicly available would affect the commercial interests of the Bidder or

is commercially sensitive information, PRASA shall not release such information to other Bidders if providing such information or response to the RFP would prejudice the competitiveness and transparency of the RFP Process;

- Where PRASA is of the opinion that information provided is not commercially sensitive or would have no impact on the commercial interests of the relevant Bidder if released and fairness and transparency requires that such information be released to all Bidders, PRASA may:
 - i. inform the relevant Bidder of the necessity to release such information and/or response to RFP and request the Bidder to consent to the release thereof by PRASA; or
 - ii. obtain legal advice regarding the confidentiality of the relevant information and/or response to RFP and the legal ability of PRASA to release such information; or
 - iii. refrain from releasing the information and/or response to RFP, in which event PRASA shall not take account of the contents of such information in the evaluation of the relevant response to RFP.

The above procedures regarding confidentiality shall not apply to any information which is already public knowledge or available in the public domain or in the hands of PRASA or is required to be disclosed by any legal or regulatory requirements or order of any competent court, tribunal or forum.

10.5 RESPONSE TO THE RFP– RFP DISQUALIFICATION

Responses to RFP which do not comply with the RFP requirements, formalities, terms and conditions may be disqualified by PRASA from further participation in the RFP Process.

In particular (but without prejudice to the generality of the foregoing) PRASA may disqualify, at its sole discretion and without prejudice to any other remedy it may have, a Bidder where the Bidder, or any of its consortium members, subcontractors or advisors have committed any act of misrepresentation, bad faith or dishonest conduct in any of its dealings with or information provided to PRASA.

10.6 CORRUPTION, GIFTS AND PAYMENTS

Neither the Bidders to RFPs, its equity members, the sub-contractors, consortium members nor any of their agents, lenders or advisors shall directly or indirectly offer or give to any person in the employment of PRASA or any other Government official or any of the Advisory Team any gift or consideration of any kind as an inducement or reward for appointing a particular Bidder, or for showing or omitting to show favour or disfavour to any of the Bidders, its equity members or the sub-contractors in relation to the Project.

In the event that any of the prohibited practices contemplated under the above paragraph is committed, PRASA shall be entitled to terminate any Response to RFP's status and to prohibit such Response to RFP, its equity members, its SPV members, its Sub-Contractors and their agents, lenders and advisors from participating in any further part of the procurement of the Project.

10.7 INSURANCE

Unless specifically provided for in this RFP or draft contracts, Bidders will be required to submit with their Bid for services professional indemnity insurance and works insurance to an extent (if any) if insurance provided by PRASA may not be for the full cover required in terms of the relevant category listed in this RFP. The Bidder is advised to seek qualified advice regarding insurance.

10.8 NO CONTACT POLICY

Bidders may only contact the bid administrator of PRASA as per the terms of the Communication Structure established by this RFP, except in the case of pre-existing commercial relationships, in which case contact may be maintained only with respect thereto and, in making such contact, no party may make reference to the Project or this RFP.

10.9 CONFLICT OF INTEREST

No Bidder member, subcontractor or advisor of the response to RFP may be a member of or in any other way participate or be involved, either directly or indirectly in more than one response to RFP or response to RFP during any stage of the Project procurement process, but excluding specialist suppliers of systems and equipment, non-core service providers or financial or commercial institutions whose role is limited purely to lending money or advancing credit to the response to RFP. Bidders are to sign the declaration of interest form. In order to prevent the conflict or potential conflict of interest between Lenders and Bidders to RFP, no advisors or the Contractor/s or Consortium/s to any response to RFP, consortium member or subcontractor may fulfil the role of arranger, underwriter and/or lead bank to the response to RFP. PRASA may disqualify the response to RFP from further participation in the event of a failure to comply with this provision. PRASA views the potential conflict of interest so great as to warrant the reduction of competition for advisory services.

10.10 COLLUSION AND CORRUPTION

Any Bidder shall, without prejudice to any other remedy available to PRASA, be disqualified, where the response to RFP –

- communicates to a person other than persons nominated by PRASA a material part of its response to RFP; or

- Enters into any Contract or arrangement with any other person or entity that it shall refrain from submitting a response to RFP to this RFP or as to any material part of its Response to RFP to this RFP (refer the prohibition contained in Section 4(1)(b)(iii) of the Competition Act 89 of 1998).
- The Bidders represents that the Bidder has not, directly or indirectly, entered into any agreement, arrangement or understanding or any such like for the purpose of, with the intention to, enter into collusive Bidding or with reasonable appreciation that, collusive any agreement, arrangement or understanding or any such like may result in or have the effect of collusive Bidding. The Bidder undertakes that in the process of the Bid but prior to PRASA awarding the Bid to a preferred bidder become involved in or be aware of or do or caused to be done any agreement, arrangement or understanding or any such like for the purpose of or which may result in or have the effect of a collusive Bid, the Bidder will notify PRASA of such any agreement, arrangement or understanding or any such like.; or
- offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing, or having caused to be done any act or omission in relation to the RFP Process or any proposed response to RFP (provided nothing contained in this paragraph shall prevent a response to RFP from paying any market-related commission or bonus to its employees or contractors within the agreed terms of their employment or contract).

10.11 CONSORTIUM CHANGES

If exceptional circumstances should arise in which a after the submission to the bid and after closing date of submission of bids, there is change in the composition of the Bidder, either through substitution or omission of any member of the Bidder:

- The Response to RFP must notify PRASA in writing of the proposed changes supported by complete details of the material reasons for the changes, the parties impacted by the changes and the impact on the response to RFP.

- PRASA shall evaluate the reasons advanced by the Bidder for the requested changes to the Bidder structure and where PRASA is not satisfied that the reasons advanced are reasonable or material, refuse to accept the change and disqualify the response to RFP, or notify the Bidder in writing of its non-acceptance of the changes and require the Bidder to propose a suitable alternative to PRASA within 10 (TEN) days of its receipt of the decision of PRASA, upon receipt of which PRASA shall -
 - i. Evaluate the alternative proposed for suitability to PRASA, and where the alternative is accepted by PRASA, inform the Bidder in writing of such acceptance and PRASA shall reassess the response to RFP against the RFP requirements and criteria; or
 - ii. Where the alternative is not accepted by PRASA, inform the Bidder in writing of such non-acceptance as well as its disqualification from the RFP Process.
 - iii. Where PRASA is satisfied that the changes requested under (i) above are reasonable and material, the response to RFP, shall be allowed to effect the required changes and PRASA shall reassess the response to RFP against the RFP requirements and criteria.

10.12 COSTS OF RESPONSE TO THE RFP SUBMISSION

All costs and expenses associated with or incurred by the Bidder in relation to any stage of the Project, shall be borne by the Bidder. PRASA shall not be liable for any such costs or expenses or any claim for reimbursement of such costs or expenses.

To avoid doubt, PRASA shall not be liable for any samples submitted by the Bidder in support of their Responses to RFP and reserves the right not to return to them such samples and to dispose of them at its discretion.

10.13 RESPONSE TO THE RFP WARRANTY

Bidders must provide a warranty as part of their Responses to RFP that their Responses to RFP are true and correct in all respects, that it does not contain a misrepresentation of any kind and that the taxes of all members of the Bidder company, consortium members and or subcontractors are in order and none of the members are undergoing corruption or any criminal-related investigations or have any past convictions for fraud or corruption.

11 CONDITIONS OF TENDER

General

- | | |
|--|--|
| Actions | 1 PRASA's <i>Representative</i> and each <i>tenderer</i> submitting a tender shall act as stated in these Conditions of Tender and in a manner which is fair, equitable, transparent, competitive and cost-effective. |
| Interpretation | <p>2 Terms shown in <i>italics</i> vary for each tender. The details of each term for this tender are identified in the Request for Tender / Scope of work/ specification. Terms shown in capital initials are defined terms in the appropriate conditions of contract.</p> <p>3 Any additional or amended requirements in the Scope of work/ specification, and additional requirements given in the Schedules in the <i>tender returnables</i> are deemed to be part of these Conditions of Tender.</p> <p>4 The Conditions of Tender and the Scope of work/ specification shall form part of any contract arising from this invitation to tender.</p> |
| Communication | 5 Each communication between PRASA and a <i>tenderer</i> shall be to or from PRASA's <i>Representative</i> only, and in a form that can be read, copied and recorded. Communication shall be in the English language. PRASA takes no responsibility for non-receipt of communications from or by a <i>tenderer</i> . |
| PRASA's rights to accept or reject any tender | <p>6 PRASA may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. PRASA or PRASA's <i>Representative</i> will not accept or incur any liability to a <i>tenderer</i> for such cancellation and rejection, but will give reasons for the action. PRASA reserves the right to accept the whole or any part of any tender.</p> <p>7 After the cancellation of the tender process or the rejection of all tenders PRASA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.</p> |

Tenderer's obligations

The *tenderer* shall comply with the following obligations when submitting a tender and shall:

- | | | |
|---|----|--|
| Eligibility | 1 | Submit a tender only if the <i>tenderer</i> complies with the criteria stated in the Scope of work/ specification. |
| Cost of tendering | 2 | Accept that PRASA will not compensate the <i>tenderer</i> for any costs incurred in the preparation and submission of a tender. |
| Check documents | 3 | Check the <i>tender documents</i> on receipt, including pages within them, and notify PRASA's <i>Representative</i> of any discrepancy or omissions in writing. |
| Copyright of documents | 4 | Use and copy the documents provided by PRASA only for the purpose of preparing and submitting a tender in response to this invitation. |
| Standardised specifications and other publications | 5 | Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the <i>tender documents</i> by reference. |
| Acknowledge receipt | 6 | Preferably complete the Receipt of invitation to submit a tender form attached to the Letter of Invitation and return it within five days of receipt of the invitation. |
| | 7 | Acknowledge receipt of Addenda / Tender Briefing Notes to the <i>tender documents</i> , which PRASA's <i>Representative</i> may issue, and if necessary apply for an extension to the <i>deadline for tender submission</i> , in order to take the Addenda into account. |
| Site visit and / or clarification meeting | 8 | Attend a site visit and/or clarification meeting at which <i>tenderers</i> may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions, if provided for in the Scope of work/ specification. Details of the meeting are stated in the RFP document, <i>i</i> -tender website and CIDB website. |
| Seek clarification | 9 | Request clarification of the <i>tender documents</i> , if necessary, by notifying PRASA's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> . |
| Insurance | 10 | Be informed of the risk that needs to be covered by insurance policy. The <i>tenderer</i> is advised to seek qualified advice regarding insurance. |
| Pricing the tender | 11 | Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful <i>tenderer</i> . Such |

duties, taxes and levies are those applicable 14 days prior to the *deadline for tender submission*.

- 12 Show Value Added Tax (VAT) payable by PRASA separately as an addition to the tendered total of the prices.
- 13 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the *conditions of contract*.
- 14 State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Scope of work/ specification. The selected *conditions of contract* may provide for part payment in other currencies.

Alterations to documents

- 15 Not make any alterations or an addition to the tender documents, except to comply with instructions issued by PRASA's *Representative* or if necessary to correct errors made by the *tenderer*. All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like.

Alternative tenders

- 16 Submit alternative tenders only if a main tender, strictly in accordance with all the requirements of the *tender documents* is also submitted. The alternative tender is submitted with the main tender together with a schedule that compares the requirements of the *tender documents* with the alternative requirements the *tenderer* proposes.
- 17 Accept that an alternative tender may be based only on the criteria stated in the Scope of work/ specification and as acceptable to PRASA.

Submitting a tender

- 18 Submit a tender for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Scope of work/ specification.

NOTE:

- 19 **Return the completed and signed PRASA Tender Forms and SBD forms provided with the tender. Failure to submit all the required documentation will lead to disqualification**

- 20 Submit the tender as an original plus 1 copy and an electronic version which should be contained in Memory Cards clearly marked in the Bidders name as stated in the RFP and provide an English translation for documentation submitted in a language other than English. Tenders may not be written in pencil but must be completed in ink.
- 21 Sign and initial the original and all copies of the tender where indicated. PRASA will hold the signatory duly authorised and liable on behalf of the *tenderer*.
- 22 Seal the original and each copy of the tender as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside PRASA's address and invitation to tender number stated in the Scope of work/ specification, **as well as the tenderer's name and contact address**. Where the tender is based on a two envelop system tenderers should further indicate in the package whether the document is **envelope / box 1 or 2**.
- 23 Seal original and copies together in an outer package that states on the outside only PRASA's address and invitation to tender number as stated in the Scope of work/ specification. The outer package should be marked "CONFIDENTIAL"
- 24 Accept that PRASA will not assume any responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

Note:

PRASA prefers not to receive tenders by post, and takes no responsibility for delays in the postal system or in transit within or between PRASA offices.

PRASA prefers not to receive tenders by fax, PRASA takes no responsibility for difficulties in transmission caused by line or equipment faults.

Where tenders are sent via courier, PRASA takes no responsibility for tenders delivered to any other site than the tender office.

PRASA employees are not permitted to deposit a tender into the PRASA tender box on behalf of a tenderer, except those lodged by post or courier.

- Closing time**
- 25 Ensure that PRASA has received the tender at the stated address with the Scope of work / specification no later than the *deadline for tender submission*. Proof of posting will not be taken by PRASA as proof of delivery. PRASA will not accept a tender submitted telephonically, by Fax, E-mail or by telegraph unless stated otherwise in the Scope of work/ specification.

- | | | |
|---|----|--|
| | 26 | Accept that, if PRASA extends the <i>deadline for tender submission</i> for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline. |
| Tender validity | 27 | Hold the tender(s) valid for acceptance by PRASA at any time within the <i>validity period</i> after the <i>deadline for tender submission</i> . |
| | 28 | Extend the <i>validity period</i> for a specified additional period if PRASA requests the <i>tenderer</i> to extend it. A <i>tenderer</i> agreeing to the request will not be required or permitted to modify a tender, except to the extent PRASA may allow for the effects of inflation over the additional period. |
| Clarification of tender after submission | 29 | Provide clarification of a tender in response to a request to do so from PRASA's <i>Representative</i> during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by PRASA's <i>Representative</i> to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the <i>tenderer</i> as corrected by PRASA's <i>Representative</i> with the concurrence of the <i>tenderer</i> , shall be binding upon the <i>tenderer</i> |
| Submit bonds, policies etc. | 30 | If instructed by PRASA's <i>Representative</i> (before the formation of a contract), submit for PRASA's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>tenderer</i> in terms of the <i>conditions of contract</i> . |
| | 31 | Undertake to check the final draft of the contract provided by PRASA's <i>Representative</i> , and sign the Form of Agreement all within the time required. |
| | 32 | Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent should be submitted with the tender. |
| Fulfil BEE requirements | 33 | Comply with PRASA's requirements regarding BBBEE Suppliers. |

PRASA UNDERTAKINGS

PRASA, and PRASA's *Representative*, shall:

- | | | |
|---------------------------------|---|--|
| Respond to clarification | 1 | Respond to a request for clarification received earlier than the <i>closing time for clarification of queries</i> . The response is notified to all <i>tenderers</i> . |
| Issue Addenda | 2 | If necessary, issue to each <i>tenderer</i> from time to time during the period from the date of the Letter of Invitation until the <i>closing time for clarification of queries</i> , Addenda that may amend, amplify, or add to the <i>tender documents</i> . If a <i>tenderer</i> applies for an extension to the <i>deadline for tender submission</i> , in order to take Addenda into account in preparing a tender, PRASA may grant such an extension and PRASA's <i>Representative</i> shall notify the extension to all <i>tenderers</i> . |
| Return late tenders | 3 | Return tenders received after the <i>deadline for tender submission</i> unopened to the <i>tenderer</i> submitting a late tender. Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission. |
| Non-disclosure | 4 | Not disclose to <i>tenderers</i> , or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract. |
| Grounds for rejection | 5 | Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award. |
| Disqualification | 6 | Instantly disqualify a <i>tenderer</i> (and his tender) if it is established that the <i>tenderer</i> offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender. |
| Test for responsiveness | 7 | Determine before detailed evaluation, whether each tender properly received <ul style="list-style-type: none"> • meets the requirements of these Conditions of Tender, • has been properly signed, and • is responsive to the requirements of the <i>tender documents</i>. |
| | 8 | Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the <i>tender documents</i> without material deviation or qualification. A material deviation or qualification is one which, in PRASA 's opinion would <ul style="list-style-type: none"> • detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data, |

- change PRASA's or the *tenderer's* risks and responsibilities under the contract, or
- affect the competitive position of other *tenderers* presenting responsive tenders, if it were to be rectified.

Non-responsive tenders	10	Reject a non-responsive tender, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
Arithmetical errors	11	Check responsive tenders for arithmetical errors, correcting them as follows: • Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. • If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected. • Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the <i>tenderer's</i> addition of prices, the total of the Prices, if any, will be corrected.
	12	Reject a tender if the <i>tenderer</i> does not accept the corrected total of the Prices (if any).
Evaluating the tender	13	Evaluate responsive tenders in accordance with the procedure stated in the RFP / Scope of work/ specification. The evaluated tender price will be disclosed only to the relevant PRASA tender committee and will not be disclosed to <i>tenderers</i> or any other person.
Clarification of a tender	14	Obtain from a <i>tenderer</i> clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.
Acceptance of tender	15	Notify PRASA's acceptance to the successful <i>tenderer</i> before the expiry of the <i>validity period</i> , or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between PRASA and the successful <i>tenderer</i> .
Notice to unsuccessful tenderers	16	After the successful <i>tenderer</i> has acknowledged PRASA's notice of acceptance, notify other <i>tenderers</i> that their tenders have not been accepted, following PRASA's current procedures.

Prepare contract documents	17	Revise the contract documents issued by PRASA as part of the <i>tender documents</i> to take account of • Addenda issued during the tender period, • inclusion of some of the <i>tender returnables</i>, and • other revisions agreed between PRASA and the successful <i>tenderer</i>, before the issue of PRASA's notice of acceptance (of the tender).
Issue final contract	18	Issue the final contract documents to the successful <i>tenderer</i> for acceptance within one week of the date of PRASA's notice of acceptance.
Sign Form of Agreement	19	Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of PRASA's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party shall comply with the request.
Provide copies of the contracts	20	Provide to the successful <i>tenderer</i> the number of copies stated in the Scope of work/ specification of the signed copy of the contracts within three weeks of the date of PRASA's acceptance of the tender.

**Returnable Appendices - Volume 1
CONTENT**

ANNEXURE 2

Chapter	Description	Page
	FORM A: INVITATION TO BID	58-3
	FORM B: TERMS AND CONDITIONS FOR BIDDING	4
	FORM D: SITE INSPECTION CERTIFICATE	62
	FORM E: STATEMENT OF WORKS SUCCESSFULLY CARRIED OUT BY BIDDER	63
	FORM F: SECURITY SCREENING FORM	64
	FORM- G: ACKNOWLEDGMENT	66
	FORM - H: SPECIAL CONDITIONS: FUNDING CONTIGENCY	11
	SBD 4: BIDDER'S DISCLOSURE	11-13
	SBD 5: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME (NOT APPLICABLE)	73-17
	SBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022`	18-23

FORM A: INVITATION TO BID

PART A

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

BID NUMBER:	03/2026/CTN/INFRA	CLOSING DATE:	03 NOVEMBER 2026	CLOSING TIME:	12H00
-------------	-------------------	---------------	------------------	---------------	-------

DESCRIPTION AS AND WHEN PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS.

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

PRASA
NO. 3 OLD MARINE DRIVE
OPPOSITE NEOTEL BUILDING
CAPE TOWN
8000

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	YOLISWA MGENCE
TELEPHONE NUMBER	021 832 8562
E-MAIL ADDRESS	yoliswa.mgence@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]
--	---	---	---

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 INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

NB:

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

With effect from **OCTOBER 2026** the tender documents can be downloaded on National Treasury e-tender website

1. A compulsory tender briefing meeting with representatives of the Employer will take place at

VENUE: Boardroom 163, Infra Offices, Salt River Depot, Address: 12 Liesbeek,
Parkway, Salt River, Cape Town, 7925

TIME: 10h00

DATE: 20 OCTOBER 2026

2. Arrangements can be made to make bids available before closing date provided that the prospective bidder has attended the compulsory briefing meeting.

- Bidders failing to attend the compulsory tender briefing session will be disqualified.

Tender No: 03/2026/CTN/INFRA

Description: As and when required procurement of a service provider for track maintenance work for 36 months

I/We declare that I/We have read the above-mentioned notice and that it is understood by me/us.

Signed at _____ on this _____ (day) of _____ (month) 20__.

BIDDER : _____

Signature _____

FORM D: SITE INSPECTION CERTIFICATE

Tender number:	03/2026/CTN/INFRA
Request for Proposal:	AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR 36 MONTHS

Attendance

This is to certify that _____ has / have today attended the site inspection / tender 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 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. _____ |

7 FORM E: STATEMENT OF WORKS SUCCESSFULLY CARRIED OUT BY BIDDER

CURRENT TENDER DETAILS

Request number:	03/2026/CTN/INFRA
Request for:	AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR 36 MONTHS

Bidders must state particulars of the works successfully carried out

CLIENT	TEL. NUMBER	NATURE OF WORKS	VALUE OF WORKS FOR WHICH BIDDER WAS DIRECTLY RESPONSIBLE	CONTRACT/ PROJECT PERIOD

If the space provided above is insufficient for all the information, Bidder should furnish the information separately.

8 FORM F: SECURITY SCREENING FORM

I/We the under-signed in my/our capacity as indicated below hereby declare that I/we do not have previous conviction/s or civil Judgment/s registered against my/our name/s. I further confirm that there is no criminal or civil proceeding pending or being instituted against me or the Institution. I also declare that there are no Criminal Investigations pending against me or the Institution.

SECTION 1

*to be completed by the Bidder (Compulsory)

Name of Company/Trust/Partnership	Registration number of Company/Trust No
Physical Address	Vat Registration Number
Name of Auditing Firm	Previous Name/s of Company
Contact no. (Land line)	
Name of Holding Company if any	Tender Number
Tax Number/PIN Number	
	Banking Details
	Bank Name:
	Acc Number:
	Acc Holder:
	Branch Name:
	Branch Code:

SECTION 2

Directors'/Trustees'/Partners' or Principals' Details			
Name & Surname	Identity Number	Date of Appointment	Shares
1.			
2.			
3.			
4.			

*If the company has more than five directors/principals a list of all shareholders must be appended as Annexure "A"

SECTION 3 Only applicable for the Security Providers

Name of Company/Trust/Partnership	PSIRA Registration Number

Please attach a letter of GOOD STANDING from PSIRA

SECTION 4

Declaration of all Judgments (Directors & Company) and Outstanding Debt					
Director / Company	Reason for Judgment	Date of Judgment	Nature of Debt	Amount	
1.					
2.					
3.					

*If more than three incidents are listed, attach a list as annexure "C"

SECTION 5

I / We the under-mentioned in my / our capacity as indicated hereby declare that I am / we are not insolvent nor have been liquidated or any steps in this regard have been taken or are pending against me / us. I /We further declare that I/We have not been part of an entity which was liquidated in the last 5 years.

Full Name(s)	ID Number	Capacity	Signature
1.			
2.			
3.			

SECTION 6

ACKNOWLEDGEMENT OF CONSENT	DECLARATION AND
----------------------------	-----------------

IDeclare that the information provided above is true and correct. I also consent that a security screening be conducted on the company/trust or partnership and directors.

Contact Person:.....

Tel no.

BIDDER'S DULY AUTHORISED SIGNATORY

Date

9 FORM- G: ACKNOWLEDGMENT

I / We, as duly authorised to sign on behalf of the Tenderer, hereby certify that the information provided is true and correct. If information is found to be incorrect, PRASA may in addition to other remedies; blacklist the supplier in question, circulate and publicise the nature of the contravention to all potential users of the supplier (both in the public and private sectors).

THUS DONE and SIGNED at _____

on this _____ day of _____

DULY AUTHORISED SIGNATORY(IES) WITNESSES

1.	_____	1.

2.	_____	2.

3.	_____	3.

FORM H: SPECIAL CONDITIONS FUNDING CONTINGENCY

CURRENT TENDER DETAILS

Request number:	03/2026/CTN/INFRA
Request for:	AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR 36 MONTHS

1. Paragraph 8.4 of the PFMA SCM Instruction No. 3 of 2021/22 states that the Accounting Authority may not invite price quotations or bids if no or sufficient provision is made in the budget of the institution.
2. PRASA has, in terms of section 79 of the PFMA, obtained approval from National Treasury, for a departure from paragraph 8.4 of the PFMA SCM Instruction No. 3 of 2021/22.
3. PRASA is currently in the process of making provision and allocation of budget for the services required in this RFQ, which provision and/or budget allocation has not yet been completed at the time of the issuance of this RFQ.
4. PRASA will, however, ensure that provision and/or budget allocation is made prior to the award of business in this RFQ.
5. Accordingly, any award pursuant to this RFQ is strictly subject to PRASA, inter alia:
 - 5.1. securing the necessary funding allocation; and
 - 5.2. confirming that sufficient budget exists to meet the intended award.
6. PRASA undertakes to keep bidders reasonably informed of the progress and status of the funding allocation and budgeting process.
7. By submitting a bid, bidders expressly acknowledge and agree that PRASA reserves the right to cancel this RFQ at any stage prior to award, in the event that PRASA is unsuccessful in making sufficient provision and/or budget allocation for the required services.
8. PRASA shall not be liable for:
 - 8.1. any claim, loss, or damages of whatsoever nature arising from or in connection with a failure to source funding; or
 - 8.2. the non-award of tender due to a failure to source funding; and
 - 8.3. bidders waive any right to institute proceedings against PRASA in respect of the circumstances contemplated above.

SIGNED at _____ on this _____ day of _____ 20____

Signature of Witness

1 _____

Name _____

Signature of Witness

2 _____

Name _____

Signature of Bidder's Authorised Representative: _____

Name: _____

Designation: _____”

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 State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

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.

enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 Bidder's declaration regarding PEPs/PIPs

PRASA requires bidders to disclose if they have Politically Exposed Persons ("PEP")² or Prominent Influential Persons ("PIP")³ and related individuals in their organisation and/or beneficial owners / shareholders who are PEP/PIP.

PRASA reserves the right not to enter into a business relationship with such person, official or entity, provided there are objective factors that justify the conclusion of such business relationship, and the decision is based on achieving the best interest of PRASA.⁴

3.1 Is the bidder a PEP/PIP? **YES/NO**

3.2 Does the bidder have an existing relationship with a PEP/PIP? **YES/NO**

3.3 Where a relationship with a PEP/PIP exists, the bidder is required to furnish particulars of the nature of the exposure, term of the office and description of activities relating to exposure, in table below.

Name of PEP/PIP & Nature of the Exposure/Influence	Term of the office	Description of activities relating to Exposure/Influence

3.4 Declaration:

² Both foreign and domestic politically exposed person as specified in Schedule 3A and 3B of the Financial Intelligence Centre Act No. 38 of 2001 as amended. (refer to Annexure 2 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties).

³ As reflected in Schedule 3C of the Financial Intelligence Centre Act No.38 of 2001 (refer to Annexure 2.1.2 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties).

⁴ Clause 4.5 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties.

I/We the undersigned _____ (Name) hereby certify that the PEP/PIP information furnished in this bid document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this bid, PRASA may disqualify our bid or terminate a contract we may have with PRASA where we are successful in this tender.

Signature

Date

Position

Name of bidder

4 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2, 3 and 4 ABOVE IS CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

10 SBD 5: THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

This document must be signed and submitted together with your bid

INTRODUCTION

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

1 PILLARS OF THE PROGRAMME

1.1 The NIP obligation is benchmarked on the imported content of the contract. Any contract having an imported content equal to or exceeding US\$ 10 million or other currency equivalent to US\$ 10 million will have a NIP obligation. This threshold of US\$ 10 million can be reached as follows:

(a) Any single contract with imported content exceeding US\$10 million.

or

(b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.

or

(c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.

or

(d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

1.2 The NIP obligation applicable to suppliers in respect of sub-paragraphs 1.1 (a) to 1.1 (c) above will amount to 30 % of the imported content whilst suppliers in respect of paragraph 1.1 (d) shall incur 30% of the total NIP obligation on a *pro-rata* basis.

1.3 To satisfy the NIP obligation, the DTI would negotiate and conclude agreements such as investments, joint ventures, sub-contracting, licensee production, export promotion, sourcing arrangements and research and development (R&D) with partners or suppliers.

1.4 A period of seven years has been identified as the time frame within which to discharge the obligation.

2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY

2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.

2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

3 BID SUBMISSION AND CONTRACT REPORTING REQUIREMENTS OF BIDDERS AND SUCCESSFUL BIDDERS (CONTRACTORS)

3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.

3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:

- Bid / contract number.
- Description of the goods works or services.
- Date on which the contract was accepted.
- Name, address and contact details of the government institution.
- Value of the contract.
- Imported content of the contract, if possible.

3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Dr Tebogo Makube within five (5) working days after award of the contract. Dr Tebogo Makube may be contacted on telephone (012) 394 3927, facsimile (012) 394 4927 or e-mail at TMakube@thedti.gov.za for further details about the programme.

4 PROCESS TO SATISFY THE NIP OBLIGATION

4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:

- a. the contractor and the DTI will determine the NIP obligation;
- b. the contractor and the DTI will sign the NIP obligation agreement;
- c. the contractor will submit a performance guarantee to the DTI;
- d. the contractor will submit a business concept for consideration and approval by the DTI;
- e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;
- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

4.2 The NIP obligation agreement is between the DTI and the successful bidder (contractor) and, therefore, does not involve the purchasing institution.

Bid number Closing date:.....

Name of bidder.....

Postal address

.....

Signature..... Name (in print).....

Date.....

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

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 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 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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
B-BBEE Level1/Level 2	4		B-BBEE Certificate/Affidavit (in case of JV, a consolidated score card will be accepted)
Minimum 51% Black youth owned	4		Certified copy of ID Documents of the Owners
Minimum 51% Black women owned	4		Certified copy of ID Documents of the Owners
Minimum 51% Black owned	4		B-BBEE Certificate/Affidavit
EME or QSE 51% Black Owned	4		Audited Annual Financial/ B-BBEE Certificate / Affidavit.
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 TENDERS

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....

DETAILED SCOPE OF WORKS

ANNEXURE 3

C1.2 CONTRACT DATA

C1.2.1 General Conditions of Contract

The following standardized General Conditions of Contract:

General Conditions of Contract for Construction Works (Third Edition) 2015

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South

African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947,

Fax: (011) 805 5971, e-mail: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer and Employers Agent / Engineer.

The Pro-formas bound with the General Conditions of Contract 2015, on pages 82 to 102 shall not apply to this Contract and shall be replaced with the documentation bound into this Contract Document.

C1.2.2 Contract Specific Data

	Clause Definition	Completion, addition or Substitution of Clause
1.1.1.13	The Defects Liability	2 Months
1.1.1.14	The Due completion Date....	36 Months
1.1.1.15	The name of the Employer....	METRORAIL DIVISION OF THE PASSENGER AGENCY OF
1.2.1.2	The address of the Employer....	Physical: The Regional Manager Metrorail Western Cape Room 622A Propnet Building 1 Adderley Street Cape Town (T): 021 449 2925 (F): 021 449 6300 Postal: P.O. Box 5446 Cape Town
1.1.1.16	The name of the Engineer	The Regional Engineer, Perway
1.1.1.17	The name of the Engineer's Representative	Miss S Simandla (B-Tech Civil Eng) . Further, In this Tender Document, the Engineer's Representative will be referred to as the Technical
1.2.1.2	The address of the Engineer....	Physical: The Regional Engineer Infrastructure (Perway) Metrorail Western Cape Tel +27(0)21 818 7424
1.1.1.26	The Pricing Strategy....	Re-measurement Contract as defined in Sub-clause 1.1.1.27.
3.1	Functions of the Engineer	Delete Clauses 3.1.1, 3.1.2 & 3.1.3 in their entirety
5.3.1	The documentation required before commencement with Works execution....	1) Final Health and Safety Program 2) Initial Programme of Works 3) Risk Management Report

REQUEST FOR PROPOSAL: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
TENDER NUMBER: 03/2026/CTN/INFRA	

5.3.2	The time to submit documentation required before commencement with Works execution....	The time to submit documentation before commencement with the Work is 21 days.
5.8.1	The non-working days.... The special non-working days are:	Sundays 1) All gazetted public holidays falling outside the year end break 2) The year end break commencing on mid-December and ending on early January as
5.13.1	The penalty for failing to complete the works....	The penalty for failing to complete the Works within the specified time limit, plus approved extensions of time or part thereof is R4250.00 per calendar day. Failure by the contractor to replace a Track Master and Track Welder within 30 days with a replacement that meet or exceed minimum
6.2.1	Security	The time to deliver the Security / Guarantee / Surety is within 14 days of the date of signing the Confirmation of Receipt. The security to be provided by the Contractor shall be a performance guarantee of 5% of the Contract
6.10.1.5	Payments	N/A
6.10.3	Payments	Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to retention by the Employer of an amount of 10% of the said amounts due to the Contractor. The limit of retention money is 10% of the Contract Sum. A guarantee in lieu of retention is not permitted
8.6.1.1.2	The value of Plant and materials supplied by the Employer to be included in the insurance sum....	R 0.00 (Nil)
8.6.1.1.3	The amount to cover professional fees for repairing damage and loss to be included in the insurance sum...	R 0.00 (Nil)

REQUEST FOR PROPOSAL: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
TENDER NUMBER: 03/2026/CTN/INFRA	

Add Clause 11 to GCC	Details to be Confidential	The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Engineer
Clause 16 from E7/1 (2012)	Penalty for delays to trains	If any trains are delayed by the Contractor and the Engineer/Engineer's Representative is satisfied that the delay was avoidable, a penalty to the amount of R 10 000, 00 (Ten Thousand Rand) per hour or part thereof for the period of delay will be imposed/raised on the Contractor.

Part 2 (To be completed by the Contractor)

C1.2.2 CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition, 2015, are applicable to this Contract:

Clause Number	Clause Definition	Completion, addition or Substitution of Clause
1.1.9	The name of the Contractor	
1.2.1.2	The address of the Contractor	Physical Address: Postal Address:



														
	Key Personnel Responsibilities Qualifications Experience (2) Name Job Responsibilities Qualifications Experience (3) Name Job Responsibilities Qualifications Experience													
	Unless otherwise specified in the contract, the contractor can choose any of the following type Securities <table border="1"> <thead> <tr> <th>Type of Security</th> <th>Indicate Choice</th> </tr> </thead> <tbody> <tr> <td>Option 1</td> <td>Yes ☐ No ☐</td> </tr> <tr> <td>Performance Guarantee in the amount equal to 10 % of the</td> <td></td> </tr> <tr> <td>Option 2</td> <td>Yes ☐ No ☐</td> </tr> <tr> <td>Performance Guarantee i equal to 5 % and retention 5% of the</td> <td></td> </tr> <tr> <td>contract payment certificate.</td> <td></td> </tr> </tbody> </table>		Type of Security	Indicate Choice	Option 1	Yes ☐ No ☐	Performance Guarantee in the amount equal to 10 % of the		Option 2	Yes ☐ No ☐	Performance Guarantee i equal to 5 % and retention 5% of the		contract payment certificate.	
Type of Security	Indicate Choice													
Option 1	Yes ☐ No ☐													
Performance Guarantee in the amount equal to 10 % of the														
Option 2	Yes ☐ No ☐													
Performance Guarantee i equal to 5 % and retention 5% of the														
contract payment certificate.														

REQUEST FOR PROPOSAL: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
TENDER NUMBER: 03/2026/CTN/INFRA	

	<i>Option 3</i>	Yes ☐ No ☐
	<i>Retention of 10% of contract sum</i>	
	<i>No security (only if specified by the Employer)</i>	
NB. Where guarantees are equal or more than 10% of contract sum, the total retention monies to be held shall not exceed 5% of contract price. Securities must be valid until the Completion of the Works		

C3.1 DESCRIPTION OF THE WORKS

1. EMPLOYER'S OBJECTIVES

The Employer's objectives are to maintain Perway Infrastructure in the Western Cape Province, and to provide construction work opportunities.

The description of the project contained in the Scope of Work is merely an outline of the Contract Works and shall not limit the work to be carried out by the Contractor under this Contract. Details of some of the major items are given in this section and approximate detailed quantities for each type of work to be carried out in accordance with the Contract Documents are included in the Bill of Quantities.

2. OVERVIEW OF THE WORKS

2.1 Description of the Work

This contract **As And When Provision of Perway Maintenance Services for a period of 36 months.**, hereinafter also referred to as the "Works," and any other work arising out of or incidental to the above, or required from the contractor for the proper completion of the Works in accordance with the true meaning and intent of the contract.

2.2 Boundaries of the site

The location of the sites is indicated in the scope of work and will also be pointed out at the time of the Works execution.

Access to the site of the Works is by public roads joining up with the service/mechanisation roads of PRASA along the railway line. The Contractor shall not make use of private roads to gain access to the service/mechanisation roads unless he can produce documentary proof

of consent from the owner of such road and indemnifies PRASA against any claims that may arise from the use of such private roads. The Contractor shall acquaint himself with the available access to the site and the condition of the roads during the site inspection.

Vehicle access to certain sections is restricted. The Contractor shall make his own arrangements with regard to access to the sites and shall allow for this in his rates tendered for the Works.

2.3 Occupation of the site

Site access will only be granted by the Engineer's Representative subject to approval of the following documentation as drafted by the contractor:

1. Construction Methodology – consisting of detailed methodology describing how the works will be carried out, i.e., labour, tools, plant etc.)
2. Risk Assessment – this is to be compiled in conjunction with relevant Health and Safety Acts as well as the relevant documentation as provided by PRASA
3. Health and Safety Program and appointments (Act 85).

Refer Annexure 4 of the E4E specification. A Site Access Certificate will not be issued unless the contractor's Health and Safety Programme has been approved by the Engineer's Representative.

Access to the site of the works will be given to the Contractor after the approval of the above-mentioned documents.

3. EXTENT OF THE WORKS

The work that is to be carried out under the contract is as provided for in the Schedule of Quantities. However, if during the course of Works execution conditions are found to differ from those anticipated, the Engineer reserves the right to modify the scope of the work to suit the prevailing conditions and circumstances. Variations introduced in this manner will be measured and paid for at the rates tendered for appropriate items listed elsewhere in the schedule of quantities or in the absence of such rates, as extra work.

4. CONSTRUCTION PROGRAMME

The time for Practical Completion, as stated in the Contract Data in terms of the Conditions of Contract, **36 months**, inclusive of non-working days, but exclusive of special non-working days (public holidays and year end break (builders holidays) – referred to in Clause 5.8.1 of the General Conditions of Contract). The Contractor shall plan and programme his construction sequence for completion within the time period specified.

5. PLANT, MATERIAL AND SERVICES AVAILABLE

5.1 Plant, material and equipment

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

No plant or equipment will be supplied by Metrorail.

5.2 Existing services

The Contractor shall take all reasonable precautions to protect existing services during his activities on the site, and any known service damaged as a result of the Contractor's operations, shall be repaired and reinstated by the Contractor or the Authority concerned, all at the expense of the Contractor and to the satisfaction of the Engineer's Representative.

6. SITE ESTABLISHMENT

6.1 Services and facilities provided by Metrorail

Metrorail will make sites available for the Contractor's camp upon request from the contractor. No other services or facilities will be provided by Metrorail.

6.2 Services and facilities provided by the Contractor:

Site storage / camp site

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

The Contractor shall provide safe and secure storage facilities for all materials or machines/equipment brought onto and in use on the site. Such facilities shall be capable of

ensuring that unauthorised persons or animals cannot gain access to such chemicals. The Contractor shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area.

6.3 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.

6.4 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.

6.5 Contractor's agent and communication

The Contractor or his duly authorised agent shall at all times be in possession of a cellular phone, in working condition, so as to enable the Engineer's Representative to communicate with the Contractor at all times during the duration of the contract. The Contractor shall allow for this in his rates tendered for the Works.

6.6 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.

6.7 Removal of facilities established on site

On completion of the contract the Contractor shall remove all established facilities from the site and restore the site as directed by the Engineer's Representative.

6.8 Security

The Contractor shall provide his own security for the protection of his workmen and assets.

7. OCCUPATIONS AND WORK PERMITS

REQUEST FOR PROPOSAL: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
TENDER NUMBER: 03/2026/CTN/INFRA	

No occupations and work permits will be granted and the contractor shall plan and execute the Works in such a manner that the safe passage of trains will not be affected. Clearances as set out in the E7/1 specification shall at all times be adhered to.

8. SAFETY CLOTHING

The Contractor shall supply all relevant safety clothing to all supervision and labour. The Contractor shall also supply reflective vests to all supervision and labour so that they are more visible to train drivers. No separate payment will be made for safety clothing, as the contractor shall allow for this in his rates tendered for the Works.

9. HOURS OF WORK

Normal working hours shall mean the period from 07:00 to 17:00 on normal weekdays. No work will be permitted outside normal working hours, on Saturdays, Sundays and public holidays, unless the permission of the Manager has been obtained in writing. Written application to work outside of normal working hours must be submitted to the Engineer's Representative two days in advance of the dates that the contractor plans to work.

10. SPECIAL AUTHORITY / CHANGE OF NAME

Transnet Limited has granted special authority to PRASA for the use of any of its standard or standardized specifications and documents in tenders/contracts entered into between PRASA and the Contractor.

Wherever "Transnet" or "Spoornet" is referred to in the Tender/Contract documents it shall be read as "**PRASA Passenger Rail Agency of South Africa, trading as Metrorail**", provided that the context intends this translation.

11. PAYMENT

Payment will be made within thirty (30) days from receiving of the contractor's invoice.

C3.2 Engineering

Drawings

The work shall be carried out in accordance with the following drawings which are included in this document form part of the contract documents:

Void

C3.3 Procurement

C3.3.1 Preferential procurement procedures

Procurement shall be done in accordance with PRASA Policies and Procedures.

C3.4 Construction

Works Specifications

PART A: STANDARD SPECIFICATIONS

The following relevant standardised specifications, as listed below, shall form the Standard Specifications and apply to this contract:

1. **1300 – Specification for the work necessary for correcting battered rail joints, marks and rail crown damage by field welding and grinding of rails in the track.**
2. **1400 – Specification for the work necessary for joining rails by field welding of rail joints in the track.**
3. **1500 – Specification for the work necessary for the offloading, distribution and tamping of ballast.**
4. **1600 – Specification for the work necessary for the cleaning of ballast by hand methods.**
5. **1700 – Specification for the work necessary for the laying, replacement, and respacing of sleepers.**
6. **1800 – Specification for the work necessary for replacing of rails on existing lines.**
7. **1900 – Specification for the work necessary slewing and alignment of track.**
8. **2000 – Specifications for the work necessary replacing of turnout components on existing sets (provisional)**
9. **2100 – Specifications for the work necessary for removal of sand from track**
10. **2200 – Specification for the work necessary for culvert cleaning**

Further specifications referred to in the above specifications shall, inter alia, form part of the contract documents

1. SCOPE (1300)

This specification covers the work necessary for correcting battered rail joints, marks and rail crown damage by field welding and grinding of rails in the track.

2. INTERPRETATIONS

2.1 SUPPORTING SPECIFICATIONS

2.1.1 Where this specification is required for a project, the following specifications, shall, inter alia, form part of the contract documents:

- a) The E.10 Gen - General.
- b) The E.10/4 - Ballasting and tamping.
- c) The E.10/11 - Survey and setting out of track alignment and referencing.
- d) Spoornet's Track Welding Specification SSS-1 to SSS-14
- e) Metrorail Specification for Track Welding 2007

2.1.2 In addition the following specifications, inter alia, may be required:

- a) The E.10/9 - Slewing and alignment.

2.2 DEFINITIONS

Void.

3. MATERIALS

3.1 Welding materials shall comply with the specifications or be of the manufacture shown in the Track Welding Manual 2007.

4. PLANT

Void.

5. CONSTRUCTION

5.1 GENERAL

TENDER: 03/2026/CTN/INFRA: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

Void.

5.2 SAFETY

Void.

5.3 PROGRAMME AND METHOD STATEMENT

Void.

5.4 METHODS AND PROCEDURES

5.4.1 GENERAL

Welding other than Arc welding shall not be used to correct defects in rails and frog components made of 2% Mn steel and UIC B grade steel.

5.4.2 BATTERED AND MISMATCHED RAIL ENDS

5.4.2.1 Mismatches at rail joints of less than 2 mm shall be rectified by grinding the top of the higher rail and welding batter on the lower rail end.

5.4.2.2 Mismatches at rail joints of more than 2 mm with a maximum of 3 mm shall be rectified by building up half the difference by welding up of the lower rail end and grinding down half the difference on the higher rail. See also Specification Track Welding Manual 2007 chapter 8.

5.4.2.3 Rail end batter at pre-fabricated insulating joints shall not be welded.

5.4.3 WHEEL SPIN DAMAGE AND SKID MARKS.

GRINDING OF WHEEL SPIN DAMAGE AND SKID MARKS.

5.4.3.1 Grinding

Wheel spin burns up to 1mm deep shall be repaired by grinding works only. Grinding works shall be executed as prescribed in track welding specifications SSS5 and SSS6.

GRINDING AND WELDING OF WHEEL SPIN DAMAGE AND SKID MARKS.

5.4.3.2 Welding

REQUEST FOR PROPOSAL: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
TENDER NUMBER: 03/2026/CTN/INFRA	

Wheel spin burns deeper than 1mm but less than 6mm shall be repaired by grinding and welding works. Grinding and welding works shall be executed as prescribed in track welding specifications (Track Welding Manual 2007).

Where more than two skidmarks appear within 1m on the same rail, the welding process shall be performed using a staggered method irrespective of the preheating method used.

The contractor shall before any welding work is done, remove all loose and hardened metal as well as hairline cracks with a MC2 welding machine as prescribed in Track Welding Manual 2007.

The contractor shall first measure the depth of a skidmark and grind the width up to the marked off section on the rail crown till all loose and work hardened metal as well as hairline cracks are removed and grind a further 3mm deep to make sure that all the defects and work hardened metal is removed as prescribed in the Track Welding Manual 2007.

The contractor shall remove by grinding all weld overlaps as well as old welding material as prescribed in Track Welding Manual 2007.

Preheating and Post-heating

Preheating

The contractor shall identify the rail composition before proceeding with preheating. The contractor shall gradually heat, the rail part that must be welded, on both sides by alternatively moving the flame to and fro over the flange, web and the crown parts.

The contractor shall adhere to the minimum and maximum ranges of heating of different rails as per the Track Welding Manual 2007. failure to adhere to these heating temperatures shall result in penalties against the contractor.

Post-heating

The contractor shall where CrMn rails are present, adhere to post heating techniques as prescribed in the Track Welding Manual 2007.

6.1. MEASUREMENT AND PAYMENT

TENDER: 03/2026/CTN/INFRA: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

5.4.4 CROSSINGS IN SETS

Before a crossing is built up by welding, the following shall be done:

- a) Defective/missing bolts shall be replaced.
- b) All bolts shall be tightened.
- c) Spacer blocks shall be checked to ensure that they are securely in position and that flangeway clearances are correct.
- d) If required for welding the crossing shall be lifted by means of a special crossing jack.

5.5 STANDARDS

5.5.1 A 0,2 mm feeler gauge shall not enter under a 1,0 m straight edge, which is placed 6 mm over the battered end, corrected by welding.

5.6 COMPLETION

Void.

6. TOLERANCES

Void.

7. TESTING

Void.



8. MEASUREMENT AND PAYMENT

8.1 SCHEDULED ITEMS

13.01 Build up and grind battered/mismatched rail joints.....Unit: each

Building up and grinding of battered/mismatched rail joints will be paid for the number of battered rail joints. The joint connecting two rails will be counted as one joint.

The rates tendered shall include for the following:

- a) Measuring batter/mismatch.
- b) Welding and grinding of rail joints.
- c) Checking the rails after welding and grinding.

13.02 Build up and grind crossings/wing rails.....Unit: each

Each crossing or wing rail corrected by welding and grinding will be counted.

The rates tendered shall include for the following:

- a) Measuring the damage.
- b) Tightening all bolts, replacing defective/missing bolts.
- c) Lifting the crossings by means of a special crossing jack.
- d) Welding and grinding the crossings/wing rails.
- e) Checking the rails after welding and grinding.
- f) Tamping the affected sleepers.

13.03 Correcting wheel spin damage by grinding only.....Unit: each

Skidmarks that are to be grinded only shall be measured in unit lengths of 240mm, thus if two or more skidmarks are less than 240mm apart it shall be taken as one repair unit.

The rates tendered shall include for the following:

- a) Measuring the rail damage.
- b) Grinding the rail damage.
- c) Checking the rails after grinding.
- d) Tamping the affected sleepers.

13.04 Correcting wheel spin damage by grinding and welding.....Unit: each

Skidmarks that are to be ground and welded shall be measured in unit lengths of 240mm, thus if two or more skidmarks are less than 240mm apart it shall be taken as one repair unit.

The rates tendered shall include for the following:

- a) Measuring the rail damage.
- b) Grinding and welding up the rail damage.
- c) Checking the rails after grinding.
- d) Tamping the affected sleepers.

All Items: The tendered rates shall include for all consumables, equipment, tools, transportation and labour required for the completion of the above Work.

SCOPE (1400)

This specification covers the work necessary for joining rails by field welding of rail joints in the track.

2. INTERPRETATIONS

2.1 SUPPORTING SPECIFICATIONS

2.1.1 Where this specification is required for a project, the following specifications, shall, inter alia, form part of the contract documents:

- a) The E.10 Gen - General.
- b) The E.10/8 - Field welding and corrective grinding of battered rail joints skid marks and rail crown damage.
- c) Track Welding Manual 2007.

2.1.2 In addition the following specifications, inter alia, may be required:

- a) The E.10/1 - Laying of rails.
- b) The E.10.2 - Laying of sleepers.
- c) The E.10/4 - Ballasting and tamping
- d) The E.10/5 - Destressing of rails.
- e) The E.10/9 - Slewing and alignment.

2.2 DEFINITIONS

Void.

3. MATERIALS

3.1 Welding materials shall comply with the specifications or be of the manufacture shown in the Track Welding Manual 2007.

4. PLANT

Void.

5. CONSTRUCTION

5.1 GENERAL

Void.

5.2 SAFETY

Void.

5.3 PROGRAMME AND METHOD STATEMENT

Void.

5.4 METHODS AND PROCEDURES

5.4.1 GENERAL

5.4.1.1 Before joining rails by field welding the horizontal and vertical alignment of the track for 5 m on either side of the joint shall be brought to within the final condition standard specified in the Project Specification, in terms of Specification E.10 Gen.

5.4.1.2 Prior to welding of rail joints, the role marks on the rails to be welded shall be identified, and the process determined in terms of Track Welding Manual 2007. or approved by the Engineer. Welding of joints shall generally be by the exothermic welding process.

5.4.1.3 Welding of joints may be performed when the rail temperature is within range B as specified in Annexure H to specification E.10 Gen. provided that the rails are subsequently destressed.

5.4.1.4 The Contractor shall have two track thermometers in continuous use during welding. Rail temperatures shall be measured by placing the thermometer in the web of the rail 2 m from the rail ends and shading it from direct sunlight. The thermometer shall remain in contact with the rail for at least ten minutes before it is read. Temperature readings shall be taken just prior to setting up of joint, and directly after stripping of joint.

5.4.1.5 The Contractor shall punch a number at each weld on the field side of the rail head to uniquely identify the weld, consisting of the day, month, year, letter "C" (for Contract), the welder's code number, and an approved consecutive number, or as is specified in the Project Specification.

5.4.1.6 The Contractor shall record the following information for each joint made by welding:

- i) The unique consecutive number, including the welder's code number.
- ii) The date of the weld.
- iii) The rail temperatures as specified in 5.4.1.4.
- iv) The location of the joint including -
 - a) The section of track.
 - b) Kilometre distance or the number of the nearest electrification mast; and,
 - c) Whether in the left or right hand rail in the direction of the increasing kilometrage.
- v) Rail mass
- vi) The portion number of thermit weld portions.
- vii) The times that the first and last sleeper fastenings on each rail were applied and/or tightened.

The Contractor shall sign and date the record and hand it to the Engineer on completion of the work for the day.

5.4.1.7 Where 36 m long rails are to be welded together in the track to form a long-welded rail panel, the following shall apply:

- i) Welding of joints in each leg shall proceed consecutively from the beginning of the panel to the end.

- ii) The sleeper fastenings of two rails being joined shall be loosened before welding so that the rail ahead is loose and free from all restraint.
- iii) On completion of the welding of a joint the sleeper fastenings of the rail behind the joint shall be fastened immediately.
- iv) The rails shall only be loosened when the rail temperature is within range A for running lines and range D for yard tracks as specified in Annexure H to specification E.10 Gen. and the welding shall be completed and the rails refastened to the sleepers while the rail temperature remains within those ranges.
- v) When work is resumed after an interruption during which the rail temperature went outside the abovementioned ranges, the rails behind the joint to be welded shall be loosened over a distance which incorporates at least 80 sleepers into the portion of the panel previously correctly welded up and fastened.

As an Alternative to the procedures specified in 5.4.1.7(i) to (v) hereof the Contractor may weld the joints at any rail temperature and afterwards destress the long-welded rails in accordance with specification E.10/5 at his own cost.

5.4.1.8 The following conditions shall apply to welders using the exothermic welding process.

- a) The Engineer will test each person to be used as a welder by the Contractor.
- b) The Engineer will issue a certificate, valid for this contract only, for each person tested and found competent.
- c) The Contractor shall not permit any person who does not hold such a welding certificate to perform welding of rails.

5.4.1.9 Should any weld fail to comply with the standards specified, the Contractor shall, at his own cost, take such remedial action as required by the Engineer.

5.4.2 EXOTHERMIC PROCESS

5.4.2.1 Exothermic welding of long welded rails shall be completed, up to the stage when the mould is removed, within rail temperature ranges A and D in Annexure H to specification E.10 Gen. if the rails were laid and fastened down within this range or if the rails were laid outside this range and subsequently destressed.

5.4.2.2 Exothermic welding shall be performed in accordance with the Track Welding Manual 2007.

5.5 STANDARDS

Void.

5.6 COMPLETION

Void.

6. TOLERANCES

6.1 EXOTHERMIC PROCESS

The quality and dimensions of rail joints made by exothermic welding shall be within the limits specified in the Track Welding Manual 2007.

7. TESTING

7.1 EXOTHERMIC PROCESS

7.1.1 The Contractor shall measure all rail joints made by exothermic welding to check that they are within the tolerances specified in Track Welding Specification SSS-11.

7.1.2 The Contractor shall carry out tests on welds done, and provide the Engineer with the test results, as specified in the Project Specification.

7.1.3 The Engineer will instruct the Contractor to carry out any additional tests he deems necessary.



8. MEASUREMENT AND PAYMENT

8.1 SCHEDULED ITEMS

14.01 Exothermic welding of rail joints in track Unit:.....Joint

Each rail joint made by exothermic field welding will be counted.

The rates tendered shall include for the following:

- a) Aligning and cutting of rails.
- b) Measuring the temperature.
- c) Recording times and temperatures.
- d) Installing the moulds and heating the rails.
- e) Welding the rails.
- f) Removing the moulds and grinding.
- g) Loosening and fastening of sleeper/rail fastenings.
- h) Opening ballast around the Fast fastenings and boxing in ballast after re-fitting these fastenings.
- i) Measuring the track in accordance with this specification.

All Items: The tendered rates shall include for all consumables, equipment, tools, transportation and labour required for the completion of the above Work.

SCOPE (1500)

This specification covers the work necessary for the offloading, distribution and tamping of ballast.

2. INTERPRETATIONS

2.1 SUPPORTING SPECIFICATION

2.1.1 Where this specification is required for a project, the following specifications, shall, inter alia, form part of the contract documents:

- a) The E.10 Gen - General
- b) The E.10/11 - Survey and setting out of track alignment and referencing

2.1.2 In addition the following specifications, inter alia, may be required:

- a) The E.10/2 - Laying of sleepers
- b) The E.10/9 - Slewing and alignment
- c) The E.10/10 - Drain cleaning

2.2 DEFINITIONS

Void.

3. MATERIALS

Void.

4. PLANT

Ballast forks only shall be used for handling ballast when ballast is distributed by hand.

5. CONSTRUCTION

5.1 GENERAL

Void.

5.2 SAFETY

Void.

5.3 PROGRAMME AND METHOD STATEMENT

Void.

5.4 METHODS AND PROCEDURES

5.4.2 BALLASTING

5.4.2.1 To avoid damage to new rails, the track shall be ballasted as soon as practicable after the rails have been laid.

5.4.2.2 The height that the track may be lifted in a single lift may not be greater than that which can be effectively tamped.

5.4.2.3 The Contractor shall not lift the track on open lines if such action will reduce the dimension Y and K in Annexure C sheet 2 of specification E.10 Gen. to less than the minimum shown in that Annexure, unless a speed restriction is in force in which case the ballast profile must conform to the C standard as per Annexure C sh. 2 of specification E.10 Gen. before the track is opened to traffic. The lift must preferably be done after new ballast has been offloaded.

5.4.2.4 Ballast shall not at any time be left mounded up higher than the underside of the crown of the running rail. On track-circuited sections, except at level crossings, the top of the ballast after trimming shall be level with the top of the sleeper.

5.4.2.5 Wheel flangeways between running rails and guard or check rails and between rails and points rails, shall be kept clear of ballast.

5.4.2.6 Care shall be taken that ballast is not wasted. Where specified in the Project Specification, shoulders of embankments shall be made up to the full width and height before ballast is offloaded.

5.4.2.7 On open lines the track shall be boxed in on completion of the day's work.

5.4.2.8 The Contractor shall be aware of the fact that unequally offloaded ballast wagons can cause derailments and shall therefore ensure that ballast is offloaded equally and simultaneously from both sides of ballast wagons.

5.4.2.9 Before a locomotive or railway vehicle is allowed on any track which has not been tamped, the Contractor shall pack all sleepers that are not properly supported.

5.4.2.10 The ballast required to achieve the desired quantity per kilometre shall be offloaded and the track lifted, tamped and aligned as soon as possible thereafter.

5.4.2.11 When approved by the Engineer, excess ballast may be distributed on the profile shoulders as follows:

Straight track : Symmetrical

Curves : To a maximum ballast width of 300 mm preference from the sleepers on the high leg, after which further excess is placed symmetrical.

5.4.2.12 The Contractor shall remove all ballast and muck spilled or deposited in the drains (concrete lined or earth) by his activities.

5.4.3 TAMPING

5.4.3.1 Each sleeper shall be tamped to the same degree of firmness. Sleepers shall be firmly tamped underneath the rails but only lightly tamped at the centre. Joint sleepers should be the last sleepers to be tamped. The ends of steel sleepers shall not be tamped until the track has been aligned properly.

5.5 STANDARDS

Void.

5.6 COMPLETION

Void.

6. TOLERANCES

Tolerances permissible for ballast stone and ballast profile will be as specified in specification E.10 gen, specification S406 and the Project Specification.

7. TESTING

The Contractor shall provide to the Engineer who may do random checks, the as built rail levels and dimensions of the ballast profile specified, before any length of track on which ballasting and tamping has been done is accepted.

8. MEASUREMENT AND PAYMENT

8.1 SCHEDULED ITEMS

15.01 Boxing in and trimming ballast.....Unit: m

The length of track boxed in and trimmed will be measured along the centre line of the track.

The rates tendered shall include for the following:

- a) Trimming the ballast to the profile specified.
- b) Clearing wheel flangeways of ballast.

15.02 Lift and tamp track.....Unit: m

The length of track lifted and tamped will be measured along the centre line of the track.

The rates tendered shall include for the following:

- a) Lifting and tamping to get the track to the correct level.

All Items: The tendered rates shall include for all consumables, equipment, tools, transportation and labour required for the completion of the above Work.

SCOPE (1600)

This specification covers the work necessary for the cleaning of ballast by hand methods.

2. INTERPRETATIONS

2.1 SUPPORTING SPECIFICATION

2.1.1 Where this specification is required for a project, the following specifications, shall, inter alia, form part of the contract documents:

- a) The E.10 Gen - General
- b) The E.10/4 - Ballasting and tamping
- c) The E.10/11 - Survey and setting out of track alignment and
referencing

2.1.2 In addition the following specifications, inter alia, may be required:

- a) The E.10/9 - Slewing and alignment
- b) The E.10/10 - Drain cleaning

2.2 DEFINITIONS

Void.

3. MATERIALS

Void.

4. PLANT

Ballast forks only shall be used for handling ballast when it is cleaned by hand.

5. CONSTRUCTION

5.1 GENERAL

Void.

5.2 SAFETY

Void.

5.3 PROGRAMME AND METHOD STATEMENT

Void.

5.4 METHODS AND PROCEDURES

5.4.1 GENERAL

5.4.1.1 If ballast cleaning is to be done in conjunction with other operations on track, the cleaning must be done before or concurrently with the other operations if at all possible. The Contractor shall not offload new ballast prior to or during cleaning unless instructed to do so by the Engineer.

5.4.1.2 The Contractor shall clean the ballast and shall excavate the formation material or import approved formation material to the levels and shapes designed and specified by the Engineer.

5.4.1.3 The Contractor shall have at least three track thermometers in continuous use while ballast is being cleaned and, when the temperature is rising, he shall keep a written record of temperature at fifteen-minute intervals and be prepared to stop work and make the track safe against kickouts before the rail temperature attains the upper limits of temperature ranges B or C shown in Annexure H of specification E.10 Gen., whichever range is decided upon by the Engineer.

5.4.1.4 During ballast cleaning, the Contractor shall square any sleepers which are obviously skew. He shall tighten the sleeper fastenings on all sleepers and reposition any displaced elastic pads between the rails and sleepers.

5.4.1.5 The Contractor shall give special attention to the run out at the end of the working area before the line is opened to traffic. He shall ensure that the run out from partially tamped track to fully tamped track is applied at a slope with a grade of not more than 1:500 with respect to the existing grade, or as specified in the Project Specification.

5.4.1.6 The ballast shall be boxed in on completion of the day's work.

5.4.1.7 Should the Contractor contend that there are any adverse track or site conditions he shall record all relevant information prior to and after working.

5.4.2 CLEANING BALLAST BY HAND.

5.4.2.1 Cleaning of ballast shall be carried out only under one sleeper and between it and the next sleeper in any group of eight sleepers. The ballast shall be packed before work between the next pair of sleepers is commenced. At the end of the days work, ballast under all sleepers in the specific work area shall have been cleaned to prevent rail damage over solid sleepers.

5.4.2.2 Ballast cleaning shall not take place when the rail temperature exceeds the maximum of the following ranges specified in Annexure H of specification E.10 Gen. :

- a) For wood-sleepered track, range B.
- b) For concrete-sleepered track, range C.

5.4.4 DISPOSAL OF FOULING MATTER AND MATERIAL EXCAVATED.

5.4.4.1 Fouling matter and excavated material shall be disposed of as directed by the Engineer in the Project Specification.

5.5 STANDARDS

Void.

5.6 COMPLETION

Void.

6. TOLERANCES

6.1 The actual depth of ballast cleaning shall not differ by more than 30 mm from the depth of cut specified by the Engineer.

6.2 The actual width of ballast cleaning shall not differ by more than 100 mm from the width of cut specified by the Engineer.

- 6.3 100% by volume of the cleaned ballast shall pass a 63 mm sieve and not more than 5% shall pass a 19 mm sieve.
- 6.4 Material disposed of by the ballast cleaning machine shall not contain more than 5% by volume of acceptable ballast.
- 6.5 The adjustment of the standards described in 6.3 and 6.4 hereof, applicable to the cleaning of wet ballast, will be as specified in the Project Specification.

7. TESTING

- 7.1 Before any length of track on which ballast cleaning has been done is presented to the Engineer for take-over, the Contractor shall open the work for inspection and testing of the cleaned ballast in the track, at every 500 m or as directed by the Engineer. Any ballast samples taken shall be picked up with a shovel.

8. MEASUREMENT AND PAYMENT

8.1 SCHEDULED ITEMS

16.01 Clean ballast Unit.....: m³

Quantities of ballast cleaned will be measured from cross sections by the method of end areas.

The rates tendered shall include for the following:

- a) Measuring the rail temperature as described.
- b) Squaring sleepers requiring squaring.
- c) Tightening the sleeper fastenings on all sleepers.
- d) Repositioning any displaced elastic pads between the rails and the sleepers.
- e) Boxing in the ballast.

16.02 Disposal of fouling matter and material excavated.....Unit: m³

The volume of fouling matter will be taken as 35% of the volume of ballast cleaned, unless otherwise specified in the Project Specification.

The rates tendered shall include for the following:

- a) Loading fouling matter and material excavated on wagons.
- b) Loading it on lorries.
- c) Transporting.
- d) Disposal it at designated/approved dumping site.

All Items: The tendered rates shall include for all consumables, equipment, tools, transportation and labour required for the completion of the above Work.

SCOPE (1700)

This specification covers the work necessary for the laying, replacement, and respacing of sleepers.

2. INTERPRETATIONS

2.1 SUPPORTING SPECIFICATION

2.1.1 Where this specification is required for a project, the following specification shall, inter alia, form part of the contract document:

- a) The E.10 Gen - General
- b) The E.10/1 - Laying of rails
- c) The E.10/4 - Ballasting and tamping
- d) The E.10/11 - Survey and setting out of track alignment and referencing

2.1.2 In addition the following specifications, inter alia, may be required:

- a) The E.10/3 - Ballast cleaning
- b) The E.10/9 - Slewing and alignment

2.2 DEFINITIONS

Void.

3. MATERIALS

Void.

4. PLANT

Void.

5. CONSTRUCTION

5.1 GENERAL

Void.

5.2 SAFETY

Void.

5.3 PROGRAMME AND METHOD STATEMENT

Void.

5.4 METHODS AND PROCEDURES

5.4.1 GENERAL

5.4.1.1 Sleepers shall be laid at right angles to the track centre line on straight track and radially on curves.

5.4.1.2 Sleeper spacing shall be in accordance with Annexure E of specification E.10 Gen. for the nominal spacing specified in the Project Specification. When resleepering is to be done prior to rerailing, the position of the rail joints in jointed track shall be established beforehand.

5.4.1.3 Special attention shall be given to the spacing of the joint and adjacent sleepers to ensure that it is as specified.

5.4.1.4 The contact areas of clips and rail flanges shall be cleaned of lubricant and foreign matter, before installation.

5.4.1.5 Proprietary fastenings and those using multi-coil spring washers shall be tightened in accordance with the manufacturer's instructions or as directed by the Engineer.

5.4.1.6 Instructions which are issued in connection with the installation of insulating pads shall be followed implicitly. Care shall be taken not to damage these pads.

5.4.2 WOOD SLEEPERS AND FASTENINGS

5.4.2.1 Wood sleepers shall be laid with the heart down. Laminated wood sleepers may be laid either side down.

5.4.2.2 Holes for coach screws in wood sleepers shall be drilled right through the sleeper and square to its upper surface, 15 mm diameter in softwood and 17 mm diameter in hardwood.

5.4.2.3 Dowels 25 mm long shall be inserted and driven to the bottom of the holes whereafter the holes shall be filled with creosote before the coach screws are screwed home tightly by means of a manual or power-operated box spanner. Coach screws may not be hammered in.

5.4.2.4 Tapered or spring keys in chairs shall be driven in the direction of traffic on unidirectional lines and as the Engineer directs on bidirectional lines.

5.4.2.5 The Contractor shall ensure that when new wood sleepers are laid under second-hand rails, the holes are drilled such that the gauge will be correct if new rails were to be used.

5.4.2.6 Should the Contractor drills holes in wood sleepers incorrectly, he shall, at his own cost, plug the faulty holes with dowels of the correct diameter and length, dipped in creosote. If more than four holes are drilled incorrectly in any sleeper, the sleeper will be condemned and replaced at the contractor's cost.

5.4.2.7 Old holes must be plugged with dowels of the correct length, dipped in oil or creosote.

5.4.2.8 Chairs and sole plates shall be secured to sleepers as follows:

- a) On straights, with two coach screws per rail seat placed diagonally.
- b) Between shift points on curves with transitions, with four coach screws per rail seat.
- c) Between the beginning and end of the circular curve on curves without transitions, with four screws per rail seat.

5.4.2.9 Sleepers must be handled with care so that the wood is not damaged.

5.4.3 CONCRETE SLEEPERS AND FASTENINGS

5.4.3.1 Various makes of concrete sleepers and different types of fastenings shall not be mixed in the track.

5.4.3.2 The Contractor shall obtain sleeper clip combinations and details of sleeper fastenings from the Engineer and he shall check that the combinations and fastenings do, in fact, give the required gauge before he proceeds to use the material.

5.4.3.3 Concrete sleepers with F1st A type fastenings shall not be used as joint sleepers at fishplated joints.

5.4.3.4 Drilling of holes and driving of nails and bolts into concrete sleepers is not permitted.

5.4.3.5 Before traffic is permitted over track laid on newly inserted concrete sleepers, the sleepers shall be packed.

5.4.6 RESLEEPERING

5.4.6.1 Resleepering under long-welded rails may be done at any temperature below the maximum of the A range on track laid with steel sleepers, B range on track laid with wood sleepers and C range on track laid with concrete sleepers, which ranges are specified in Annexure H of specification E.10 Gen. At least eight sleepers on both sides of any sleeper being removed shall be properly boxed in and tamped.

5.4.6.2 When resleepering under rails of 36 m length or shorter, at least four sleepers on both sides of any sleeper being removed shall be properly boxed in and tamped. Resleepering shall not be done when the rail temperature exceeds the upper limit of temperature range C shown in Annexure H of specification E.10 Gen.

5.4.6.4 Sleepers under lock bars and safety bars, and sleepers to which any bond or signalling apparatus is attached, shall not be disturbed unless the Engineer is present and has given his consent.

5.4.7 RESPACING OF SLEEPERS

5.4.7.1 Where the sleeper spacing is not in accordance with that specified in Annexure E of specification E.10 Gen. for the nominal spacing specified in the Project Specification, the Contractor shall respace the sleepers.

5.4.7.2 Respacing of sleepers shall only be done within the same temperature limits and while the same number of sleepers on both sides are properly boxed in and tamped as specified in 5.4.6 hereof for resleepering.

5.4.7.3 The Contractor shall open up the track to move a sleeper to be respaced to the correct position, loosen the sleeper fastenings, move the sleeper to the correct spacing, fasten the sleeper fastenings and pack the sleeper. Additional sleepers shall be inserted where necessary to ensure that the distance between packed sleepers does not exceed three times the nominal sleeper spacing.

5.5 STANDARDS

Void.

5.6 COMPLETION

Void.

6. TOLERANCES

Void.

7. TESTING

Void.

8. MEASUREMENT AND PAYMENT

8.1 SCHEDULED ITEMS

17.01/17.02 Load from stack, transport and distribute sleepers and fastenings to point of Installation (Wood Sleepers).....Unit: Each

Each sleeper and fastening set loaded, transported, offloaded and distributed to the point of installation will be counted.

The rates tendered shall include for the following:

a) Loading the sleepers and fastenings.

- b) Transportation to site.
- c) Offloading and distributing the sleepers and fastenings at point of installation

17.03/17.04 Re-sleepering in existing track (Wood Sleepers).....Unit: Each

Each sleeper put in existing track to replace an existing sleeper will be counted.

The rates tendered shall include for the following:

- a) Opening up the ballast.
- b) Removing the existing sleepers and sleeper fastenings from the track.
- c) Laying sleepers and fitting sleeper fastenings.
- d) Packing the sleepers and boxing in the ballast.
- e) Drilling holes and inserting dowels in wood sleepers.
- f) Plugging of old holes in wood sleepers.
- g) Removing and inserting packing plates on sleepers over unballasted bridges.
- h) Removing and replacing any bond or signaling apparatus attached to the sleepers.
- i) Removing and replacing protective plates.

17.05/17.06 Respacing of sleepers (Wood Sleepers)Unit: Each

Each sleeper respaced will be counted.

The rates tendered shall include for the following:

- a) Opening up the track.
- b) Loosening and refitting the sleeper fastenings.
- c) Moving the sleeper to the correct position.
- d) Packing the sleepers and boxing in the ballast.

Each sleeper and fastening set loaded, transported, offloaded and distributed to the point of

17.07/17.08 Loading and transportation of released sleepers and fastenings to Salt River Depot (Wood Sleepers).....Unit: Each

Each sleeper and fastening set loaded will be counted.

The rates tendered shall include for the following:

- a) Sorting and marking sleepers as per Manual for Track Maintenance (2000)
- b) Loading the sleepers and fastenings.
- c) Transportation to Salt River.
- d) Offloading and distributing the sleepers and fastenings at Salt River Depot.

No payment will be made under this item unless released material has been verified and signed for receipt by Engineer or his deputy.

All Items: The tendered rates shall include for all consumables, equipment, tools, transportation and labour required for the completion of the above Work.

SCOPE (1800)

This specification covers the work necessary for the laying of rails on new lines and the replacing of rails on existing lines.

2. INTERPRETATIONS

2.1 SUPPORTING SPECIFICATIONS

2.1.1 Where this specification is required for a project, the following specifications, shall, inter alia, form part of the contract documents:

- a) The E.10 Gen - General
- b) The E.10/2 - Laying of sleepers
- c) The E.10/11 - Survey and setting out of track alignment and referencing

2.1.2 In addition the following specifications, inter alia, may be required:

- a) The E.10/4 - Ballasting and tamping
- b) The E.10/5 - Destressing of rails
- c) The E.10/7 - Field welding of rail joints
- d) The E.10/8 - Field welding and corrective grinding of battered rail joints, skid marks and rail crown damage
- e) The E.10/9 - Slewing and alignment
- f) The E.10/12 - Installation of insulated rail joints

2.2 DEFINITIONS

Void.

3. MATERIALS

3.1 SUPPLY OF MATERIAL

Void.

4. PLANT

Void.

5. CONSTRUCTION

5.1 GENERAL

Void.

5.2 SAFETY

Void.

5.3 PROGRAMME AND METHOD STATEMENT

Void.

5.4 METHODS AND PROCEDURES

5.4.1 TRANSPORT AND HANDLING OF MATERIAL.

5.4.1.1 When reconditioned/reprofiled long-welded rails are supplied, the Contractor shall examine the rails before offloading them, select pairs of rails and offload them in pairs in accordance with their colour coding so that they will not need to be transposed or turned to comply with 5.4.3.11 hereof.

5.4.1.2 The Contractor shall ensure that when rails are offloaded, they are left lying crown up and not in contact with running rails, traction masts, signals or track bonds. They shall be offloaded clear of level crossings and subsequently moved into position.

5.4.1.3 The Contractor shall ensure that when long-welded rails are offloaded, gaps are left at the positions where spliced and insulating joints are shown on the drawing. The gaps shall be 9 m long for spliced joints and 5 m long for insulating joints.

5.4.1.4 When offloading rails the Contractor shall, after he has satisfied himself that the anchorage is correct and that the rails will fall as he wants them to, advise the

REQUEST FOR PROPOSAL: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
TENDER NUMBER: 03/2026/CTN/INFRA	

Engineer that the train may be moved. After offloading is complete, the Contractor shall secure the chutes, clamps, chains and end shields on the material train.

5.4.1.5 The handling of CrMn rails require special treatment and the Contractor shall ensure that he adheres to the method specified in the Project Specification.

5.4.1.6 Released rails shall, as directed by the Engineer, be either sawn or flame-cut where lying, into lengths in accordance with Annexure I of specification E.10 Gen. The cuts shall be made neatly and at right angles to both longitudinal axes of the rail.

Released rails must be cut in lengths of 36 m, 108 m or 216 m as far as possible. Only when it is totally impossible to cut rails in these lengths, will other lengths be acceptable.

Scrap rails may be cut into shorter lengths.

5.4.1.7 Released or surplus rails longer than 12,5 m shall be loaded onto bolster wagons or drop-sided wagons on a material train. Rails of 12,5 m or shorter shall be either loaded into drop-sided wagons on a material train or disposed of as the Engineer directs.

5.4.2 STRAIGHTENING AND CURVING OF RAILS

5.4.2.1 Because of the danger of fracture, rails shall not be straightened or curved when the rail temperature is less than 5°C except for Cr Mn rails for which the temperature will be specified in the Project Specification.

5.4.2.2 After second-hand rails have been distributed and before they are placed in straight track, the Contractor shall inspect each and every rail over its whole length and mark the sections of rails to be straightened. After the Engineer has agreed about the sections to be straightened, the Contractor shall straighten all kinks and bends so that a 0,4 mm feeler gauge will not pass between a 1 000 mm straight edge and the running edge of the rail.

5.4.2.3 All the rails to be laid in curved track between the mid-points of the transition curves, or in the absence of transition curves, between the beginnings and the ends of the circular curves, either as running rails or check rails, shall be curved to true radius before insertion into the track. All such rails shall be curved throughout their length,

REQUEST FOR PROPOSAL: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
TENDER NUMBER: 03/2026/CTN/INFRA	

except that in the case of rails of 36 m and longer, to be laid in curves of 500 m radius and over, only 10 m at each end shall be curved to true radius.

5.4.2.4 Rails shall be uniformly curved. When a jim-crow is used, it shall be moved by approximately half its length at a time from one end of the portion to be curved to the other. The correct size jim-crow shall be used for the mass of rail concerned.

5.4.2.5 Where a mechanical jim-crow is used, the end metre length of the rail shall be curved with a hand type jim-crow. A mechanical jim-crow shall not be used on rails with side wear or burring.

5.4.2.6 During bending of rails to radius or to remove kinks, rails shall be so supported that they are free to move to assume the new shape.

5.4.3 LAYING OF RAILS

5.4.3.1 The rail temperature shall be measured by placing the track thermometer on the crown of the rail and shading it from direct sunlight. The track thermometer must remain in contact with the rail for at least ten minutes before it is read. When laying long welded rails in running lines, the Contractor shall have at least three track thermometers in continuous use. Near cuttings or where direct sunlight is obscured, temperature readings shall be taken in sufficient locations along the rails to ensure that the readings are representative.

5.4.3.2 The Contractor shall measure the rail temperature and shall lay the rails with the correct expansion gaps for the particular rail length and temperature as shown in Annexure D of specification E.10 Gen. The gaps shall be set by means of shims and the sleeper fastenings shall be fitted immediately after the rail is in its proper position. Shims must be removed before the trains are permitted to pass.

5.4.3.3 When 36 m rails are laid outside the temperature ranges shown in Annexure D of specification E.10 Gen., the expansion gaps shall be adjusted within these temperature ranges as soon as possible.

5.4.3.4 Rails on straight track shall be laid with square joints. On curved track, stagger shall not exceed 60 mm.

REQUEST FOR PROPOSAL: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
TENDER NUMBER: 03/2026/CTN/INFRA	

5.4.3.5 Holes required in rails shall be drilled in accordance with the drawings and all burrs shall be removed.

5.4.3.6 When fishbolt holes are drilled incorrectly, the rail shall be cut and a new hole or holes drilled at the Contractor's own cost.

5.4.3.7 Junction rails shall be used for joining rails of different profiles. Junction fishplates may be used only when the use of junction rails is not possible.

5.4.3.8 The Contractor shall build fishplated joints with the nuts on the gauge side of the rail.

5.4.3.9 The Contractor shall position rail joints near turnouts, bridges and level crossings where directed by the Engineer.

5.4.3.10 No rail shorter than 4,2 m may be left permanently in the track unless one or both ends are welded to the adjoining rail.

5.4.3.11 The Contractor shall select and sort second-hand rails in accordance with their colour coding and lay them with the better running edges on the gauge side and, if the rails are marked to indicate the order or position in which they are to be laid, lay them accordingly.

5.4.3.12 When any track is to be laid or railed with second-hand rails which have not been reconditioned, the Contractor shall select the rails and lay them to minimize the height difference after the fishplates have been applied and the fishbolts tightened. In running lines, the rail ends at such joints shall be corrected as specified in specifications E.10 Gen. and E.10/8.

5.4.3.13 The Contractor shall not flame cut Cr Mn rails which are to be joined by welding; cuts shall be made with an approved abrasive disc cutter. The Contractor may flame cut other types of rails which are to be joined by exothermic welding, if such welding will be done before any train is allowed to pass. All other cuts necessary shall be made with a saw or disc cutter. Cuts shall be square, straight and perpendicular to the long axes of the rail, and all burrs and rough edges shall be removed.

5.4.3.14 When temporary closure rails laid in the gaps intended for splice or insulating joints are removed, the Contractor shall build and insert the joints after cutting the joint and/or running rails where necessary. Where long-welded rails have been laid

without such temporary closure rails, the Contractor shall cut out the requisite length of rail and build and insert the joints. In all cases, the cuts shall be made so that the welds at the ends of the joints fall between two sleepers. The joints or rails shall be cut so that welds are about 9 m apart for spliced joints, and about 5 m apart for insulating joints.

5.4.4 CHECK RAILS

5.4.4.1 New check rails on curves shall be laid as soon as possible after each high leg has been laid.

5.4.4.2 When second-hand rails are supplied for use as check rails, the Contractor shall select and lay the better edge facing the running edge of the rail on the inside of the curve.

5.4.4.3 The Contractor shall lay check rails where directed by the Engineer. The flangeway between the check rail and the running rail shall be 63 mm when new rails are laid.

5.4.4.4 Check rails shall be curved according to clause 5.4.2.3 hereof.

5.4.4.5 Joints in check rails shall be located midway between two sleepers and shall be at least 3 m from a joint in the running rail in the low leg, unless there is an insulating joint in the low leg, in which event a gap 25 mm wide shall be left in the check rail opposite the joint in the running rail. The wearing edge of the check rail must be chamfered 5 mm over a length of 50 mm on both sides of the gap.

5.4.4.6 The extreme ends of check rails shall be bent as directed by the Engineer.

5.4.4.7 Foot guards shall be inserted at the splayed ends of check rails at stations and sidings where so specified in the Project Specification.

5.4.5 ADDITIONAL REQUIREMENTS FOR LONG WELDED RAILS

5.4.5.1 If a track is built in skeleton form on sleepers laid on the formation without ballast, long welded rails may be laid at any temperature.

5.4.5.2 On open lines long-welded rails shall be finally fastened down within rail temperature range A for running lines and range D for yard tracks in accordance with Annexure H of specification E.10 Gen.

5.4.5.3 To ensure that there is no differential stress between the two rails of a track, the Contractor shall, when finally fastening down the rails within the destressing temperature range, fit the sleeper fastenings of the left and right rails simultaneously on each sleeper.

5.4.5.4 The Engineer will instruct where and what type of splice joints are to be installed or to be removed. If splice joints are not installed at the same time as the long welded rails are laid, the gaps intended for the splice joints shall be closed with temporary closure rails. Splice joints shall be welded to the long welded rails only after the rails have been destressed.

5.4.5.5 Where there are long-welded rails at one end only of a spliced joint, the joint shall be laid with the splice rails (movable end) adjacent to and welded to the long-welded rails.

5.4.5.6 Splice joints shall be built with the gap at 25 mm.

5.4.5.7 Immediately before the ends of a splice joint are welded up or permanently fishplated, the splice joint gap shall be adjusted to suit the measured rail temperature. The required gap size shall be calculated as follows :

- a) The gap must be 50 mm at temperature $X^{\circ}\text{C}$, where $X^{\circ}\text{C}$ is the lower end of range A in Annexure H of specification E.10 Gen.
- b) With long welded rails at both ends, open the gap 1 mm for each degree Centigrade less than $X^{\circ}\text{C}$ or close the gap 1 mm for each degree more than $X^{\circ}\text{C}$.
- (c) With long welded rails at one end only, open the gap 1 mm for every two degrees Centigrade less than $X^{\circ}\text{C}$ or close the gap 1 mm for every two degrees more than $X^{\circ}\text{C}$.

5.4.5.8 When destressing is necessary, it shall be done by the Contractor as soon as possible after the rails have been laid, unless otherwise instructed by the Engineer.

5.4.6 ADDITIONAL REQUIREMENTS FOR RERAILING

- 5.4.6.1 Rerailing may only take place when the track is within the B-standard. When only one leg is rerailed, the other leg must be loosened and destressed at the same time. When the Contractor elects to rerail outside of the specified temperature range, subsequent destressing will be for his account.
- 5.4.6.2 Prior to the start of an occupation for rerailing, where the existing rails are shorter than 36 m, the Engineer may arrange that the Contractor may loosen the fastenings of two out of three consecutive sleepers over that length of track which is to be rerailed during the occupation.
- 5.4.6.3 Where a track is rerailed but not resleepered, the Contractor shall respace three sleepers on either side of the new joints before or as soon as possible after the new rails have been laid.
- 5.4.6.4 The Contractor shall insert temporary closure rails whenever and wherever required to enable trains to pass and at the end of the rerailing operation each day.
- 5.4.6.5 Temporary closure rails inserted to allow trains to pass during rerailing shall be secured to all supporting sleepers. Fishbolt holes shall be drilled in such temporary closure rails and the fishplates shall be bolted thereto and fastened by at least two approved clamps to the existing and new rails at each joint. Expansion gaps 15 mm wide shall be left at all temporarily fishplated joints in long-welded rails laid within the destressing range.
- 5.4.6.6 If a temporary closure rail is left in the track overnight, both ends shall be fishplated and fastened with four fishbolts. The length of the temporary closure rail shall be at least 4,2 m.
- 5.4.6.7 When rerailing the Contractor shall remove, clean and lubricate all fishplates and oil the fish bolts before they are re-used.
- 5.4.6.8 When rerailing with long-welded rails, the Contractor shall keep a record of rail temperatures at each quarter hour starting one hour before the start of the work and continuing until all the sleeper fastenings have been applied and/or tightened. The record shall identify each rail and shall show the time at which it was laid and the time at which the last sleeper fastening on each rail was applied and/or tightened. The

record shall be signed and dated by the Contractor and handed to the Engineer on completion of the occupation.

5.5 STANDARDS

Void.

5.6 COMPLETION

Void.

6. TOLERANCES

Void.

7. TESTING

Void.

8. MEASUREMENT AND PAYMENT

8.1 BASIC PRINCIPLE

The mass of new and second-hand rails will be taken as the nominal mass per metre of new rails.

8.2 SCHEDULED ITEMS

18.01 Load, stack, transport and distribute rails and fastenings to point of installation Unit: m

The total length of individual rails and fastenings loaded, transported and distributed will be measured.

The rates tendered shall include for the following:

- a) Loading the rails and fastenings.
- b) Transportation to site
- c) Offloading and distributing the rails and fastenings at point of installation.

18.02 Bending/Curving/Straightening of rails.....Unit: m

The length of rail bent/curved/straightened to which the Engineer has agreed that it should be straightened will be measured.

The rates tendered shall include for the following:

- a) Supporting the rails for bending/curving/straightening.
- b) Removing all kinks and bends to within the limits specified.

18.03 Replace existing individual rails.....Unit: m

The total length of individual rails laid will be measured.

The rates tendered shall include for the following:

- a) Removing traction and/or signalling bonds.
- b) Removing and refitting sleeper fastenings.
- c) Removing the existing rails and rail fastenings.
- d) Installing replacement rail with the better running edge on the gauge side.
- e) Measuring the rail temperature, and inserting and removing the shims necessary for the correct expansion gaps.
- f) Selecting and sorting second-hand check rails and laying them with the better edge facing the running edge of the rail on the inside of the curve.
- g) Cutting rails to the required length where necessary, by any approved method.
- h) Inserting temporary closure rails unless otherwise specified by the Engineer.
- i) Chamfering check rails.
- j) Bending the extreme ends of the check rails as directed.
- k) Installing foot guards.
- l) Loosening the sleeper fastenings on the other rail when only one leg is railed.

18.04 Loading and transportation of released rails and fastenings to Salt River Depot Unit: m

The total length of individual rails and fastenings loaded, transported and distributed will be measured.

The rates tendered shall include for the following:

- a) Loading the rails and fastenings.
- b) Transportation to Salt River
- c) Offloading and distributing the rails and fastenings at Salt River Depot.

All Items: The tendered rates shall include for all consumables, equipment, tools, transportation and labour required for the completion of the above Work.

SCOPE (1900)

This specification covers the work necessary for changing and correcting the horizontal alignment of track.

2. INTERPRETATION

2.1 SUPPORTING SPECIFICATIONS

2.1.1 Where this specification is required for a project, the following specifications, shall, inter alia, form part of the contract documents:

- a) The E.10 Gen - General.
- b) The E.10/4 - Ballasting and tamping.
- c) The E.10/11 - Survey and setting out of track alignment and referencing.

2.1.2 In addition the following specifications, inter alia, may be required:

- a) The E.10/1 - Laying of rails.
- b) The E.10/2 - Laying of sleepers.
- c) The E.10/3 - Ballast cleaning.
- d) The E.10/5 - Destressing.
- e) The E.10/6 - Building and replacement of sets.
- f) The E.10/7 - Field welding of rail joints.
- g) The E.10/8 - Field welding and corrective grinding of battered rail joints, skid marks and rail crown damage.

2.2 DEFINITIONS

Void.

3. MATERIALS

Void.

4. PLANT

Void.

5. CONSTRUCTION

5.1 GENERAL

Void.

5.2 SAFETY

Void.

5.3 PROGRAMME AND METHOD STATEMENT

Void.

5.4 METHODS AND PROCEDURES

5.4.1 GENERAL

When aligning, realigning or slewing track the Contractor shall move the track horizontally and perform all the work necessary to adjust and correct the horizontal alignment of the track, including moving the ballast at the heads of the sleepers and underneath steel sleepers, ballasting and tamping shall be applied to adjust and correct the vertical alignment of the track, cutting the rails, correcting sleeper spacing and squareness, fastening the rails and sleepers, welding, destressing and setting out.

5.4.2 ALIGN TRACK

When aligning track on open lines the Contractor shall ensure that the portion of track which he is aligning remains safe for the passage of trains at the maximum permissible speed on that portion of track or such lesser speed as directed by the Engineer.

5.4.3 REALIGN TRACK

5.4.3.1 After realignment the Contractor shall check whether the ballast profile conform to that specified in specification E10. Gen. Should it be necessary to move ballast to correct the ballast profile, the Contractor will be paid separately.

5.4.4.2 Once the track is in its new position, the Contractor shall align the track on the new defined centre line.

5.4.4 SLEW TRACK

5.4.4.1 The Contractor shall open up the track, clear and prepare the area over which the track is to be slewed, move the existing ballast and prepare a ballast bed on the new centre line of the track.

5.4.4.2 Thereafter the Contractor shall loosen the required sleeper and rail fastenings, cut the rails, if necessary, and move the track horizontally to the new position without damaging the material.

5.4.4.3 Once the track is in its new position, the Contractor shall align the track on the new centre line.

5.5 STANDARDS

Void.

5.6 COMPLETION

Void.

6. TOLERANCES

Void.

7. TESTING

Void.

8. MEASUREMENT AND PAYMENT

8.1 SCHEDULED QUANTITIES

19.01 Realign track.....Unit: m

TENDER: 03/2026/CTN/INFRA: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS



Realigning of track will be measured along the centre line of the realigned track.

The rates tendered shall include for the following:

- a) Measuring from the reference pegs.
- b) Moving the track to the correct position.
- c) Aligning the track on the new centre line.
- d) Measuring the ballast profile to check conformance.
- a) Moving of ballast to correct the ballast profile.
- b) Ballasting, lifting and tamping.
- c) Destressing.
- d) Welding.

19.02 Slewing of track:Unit: m

Slewing of track will be measured along the centre line of the slewed track.

The rates tendered shall include for the following:

- a) Opening up the track.
- b) Moving ballast from the existing alignment to the new alignment.
- c) Loosening the sleeper fastenings.
- d) Slewing the track to the correct position and aligning it on the new centre line.
- e) Cutting, drilling and fastening rails.
- f) Squaring, spacing and fastening sleepers.
- g) Clearing the site of minor rubble, minor offcuts and minor surplus material.

The rates tendered shall not include for the following items which will be separately measured and paid for:

- a) Corrective welding and grinding of mismatched rail ends.
- b) Welding of rail joints.
- c) Ballasting, lifting and tamping.

19.03 Moving ballast during realignment:.....Unit : m

Moving of ballast during realignment of track will be measured along the centre line of those portions of the track where ballast needed to be reprofiled in terms of clause 5.4.3 hereof.

The rates tendered shall include for the following:

- a) Moving the ballast to the required position.
- b) Correcting the ballast profile.

All Items: The tendered rates shall include for all consumables, equipment, tools, transportation and labour required for the completion of the above Work.

SCOPE (2000) - PROVISIONAL

This specification covers the work necessary for the building and replacement of sets.

2. INTERPRETATIONS

2.1 SUPPORTING SPECIFICATIONS

2.1.1 Where this specification is required for a project, the following specifications, shall, inter alia, form part of the contract documents:

- a) The E.10 Gen - General.
- b) The E.10/1 - Laying of rails.
- c) The E.10/2 - Laying of sleepers.
- d) The E.10/4 - Ballasting and tamping.
- e) The E.10/9 - Slewing and alignment.
- f) The E.10/11 - Survey and setting out of track alignment and
referencing.

2.1.2 In addition the following specifications, inter alia, may be required:

- a) The E.10/5 - Destressing of rails.
- b) The E.10/7 - Field welding of rail joints.
- c) The E.10/8 - Field welding and corrective grinding of battered rail
joints, skid marks and rail crown damage.
- d) The E.10/12 - The installation of insulated rail joints.

2.2 DEFINITIONS

Void.

3. MATERIALS

Void.

4. PLANT

Void.

5. CONSTRUCTION

5.1 GENERAL

Void.

5.2 SAFETY

Void.

5.3 PROGRAMME AND METHOD STATEMENT

The Contractor shall indicate in the proposed programme of work submitted with his tender in accordance with clause 5.3.2 of specification E.10 Gen. which of the methods listed in 5.4.1 hereof he proposes to use.

5.4 METHODS AND PROCEDURES

5.4.1 Except where methods of building sets are specified in the Project Specification, the Contractor may build sets by -

- a) Installing the sets in their final positions after having assembled them elsewhere; or by,
- b) Assembling them in their final positions in new lines or replacing all components of existing sets in open lines.

5.4.2 Where mechanically/electrically/hydraulically operated sets are involved the Contractor shall co-operate with the Engineer and other contractors to ensure the proper installation and commissioning of the sets.

- 5.4.3 Holes required in components shall be drilled in accordance with the drawings, and all burrs shall be removed. The cost of replacing or repairing any component incorrectly drilled by the Contractor, will be for the Contractor's account.
- 5.4.4 Curved lead and closure rails shall be curved throughout their length.
- 5.4.5 Coach screws shall be fitted to all holes in chair plates, tie plates, sole plates and chairs in turnouts, slips and diamond crossings.
- 5.4.6 One flash butt weld is permitted in each lead and closure rail, provided the weld is not less than 3 m from a fishplated joint.
- 5.4.7 Guard rails shall be fitted to both legs of all turnouts except to 1:20 turnouts with a movable vee.
- 5.4.8 Foot guards shall be inserted in all turnouts, slips and crossings behind the crossing frog, in front of the throat, at the heel of the points and at the ends of the wing and guard rails unless foot guards are built in.
- 5.4.9 Bridles and chains shall only be fixed to the switch-box sleepers of turnouts with tumblers. Fixing shall be as directed by the Engineer, with not more than 15 mm of slack in the chains when they are placed over the tumbler levers.
- 5.4.10 In addition to clearances shown in Annexures 1 to 4 to specification E7/1, the end of a counterweight arm shall not be less than 1 980 mm from any track centre line.
- 5.4.11 After final adjustment, the Contractor shall coat all slide chairs with graphite and shall polish the sliding surfaces unless points blade rollers are fitted.
- 5.4.12 Sets shall be replaced according to the approved method statement.

5.5 STANDARDS

The Contractor shall build the sets according to the drawings supplied by the Engineer.

5.6 COMPLETION

Void.

6. TOLERANCES

Void.

7. TESTING

The Contractor shall measure and supply to the Engineer all measurements for checking against the specifications given in the Project Specification and Specification E.10 Gen.

8. MEASUREMENT AND PAYMENT

8.1 SCHEDULED ITEMS

20.01 Load, stack, transport and turnout components and fastenings to point of installation Unit: ea

The rates tendered shall include for the following:

- a) Loading, transportation, offloading and distributing components from wagons or lorries and placing them on the ground or on dunnage at the point of installation.
- b) Providing dunnage.

20.02 Remove and replace turnout crossing (1:9).....Unit: ea

Each component replaced will be counted.

The rates tendered shall include for the following:

- a) Removing the component of the existing set.
- b) Preparing all components including drilling of holes, cutting to length and curving lead and closure rails.
- c) Installing the component.
- d) Installing foot guards, bridles and chains.
- e) Ballasting and tamping underneath the set.
- f) Making final adjustment.

- g) Coating all slide chairs and polishing the sliding surfaces.
- h) Measuring all dimensions and gauges and supplying the measurements to the Engineer.

20.03 Remove and replace turnout crossing (1:12).....Unit: ea

Each component replaced will be counted.

The rates tendered shall include for the following:

- a) Removing the component of the existing set.
- b) Preparing all components including drilling of holes, cutting to length and curving lead and closure rails.
- c) Installing the component.
- d) Installing foot guards, bridles and chains.
- e) Ballasting and tamping underneath the set.
- f) Making final adjustment.
- g) Coating all slide chairs and polishing the sliding surfaces.
- h) Measuring all dimensions and gauges and supplying the measurements to the Engineer.

20.04 Remove and replace switch blade.....Unit: ea

Each component replaced will be counted.

The rates tendered shall include for the following:

- a) Removing the component of the existing set.
- b) Preparing all components including drilling of holes, cutting to length and curving lead and closure rails.
- c) Installing the component.

- d) Installing foot guards, bridles and chains.
- e) Ballasting and tamping underneath the set.
- f) Making final adjustment.
- g) Coating all slide chairs and polishing the sliding surfaces.
- h) Measuring all dimensions and gauges and supplying the measurements to the Engineer.

20.05 Remove and replace stock rail and guard rail.....Unit: ea

Each component replaced will be counted.

The rates tendered shall include for the following:

- a) Removing the component of the existing set.
- b) Preparing all components including drilling of holes, cutting to length and curving lead and closure rails.
- c) Installing the component.
- d) Installing foot guards, bridles and chains.
- e) Ballasting and tamping underneath the set.
- f) Making final adjustment.
- g) Coating all slide chairs and polishing the sliding surfaces.
- h) Measuring all dimensions and gauges and supplying the measurements to the Engineer.

20.06 Remove and replace closure rail or lead rail or stock rail.....Unit: ea

Each component replaced will be counted.

The rates tendered shall include for the following:

- a) Removing the component of the existing set.

- b) Preparing all components including drilling of holes, cutting to length and curving lead and closure rails.
- c) Installing the component.
- d) Installing foot guards, bridles and chains.
- e) Ballasting and tamping underneath the set.
- f) Making final adjustment.
- g) Coating all slide chairs and polishing the sliding surfaces.
- h) Measuring all dimensions and gauges and supplying the measurements to the Engineer.

20.07 Load, stack, transport and offload released turnout components and fastenings from point of installation to Metrorail Salt River Depot.....Unit: ea.

The rates tendered shall include for the following:

- a) Loading, stacking, transportation, offloading and distributing components from wagons or lorries and placing them at Salt River Depot.
- b) Providing dunnage

All Items: The tendered rates shall include for all consumables, equipment, tools, transportation and labour required for the completion of the above Work.



SCOPE (2100) – REMOVAL OF SAND FROM TRACK

This covers the removal of sand from track and rail reserve at various locations

INTERPRETATIONS

2.1 SUPPORTING SPECIFICATIONS

Void.

2.2 DEFINITIONS

- “Track” also referred to as the “track/railway tunnel” is the distance from the centre of the railway line to the electrical mast pole measured as 3.7metres on cuttings or 3.2metres on banks.
- “Railway reserve” is the PRASA boundary from fence to fence or wall to wall.
- “Callout” shall mean the period from 17:01 to 06:59 on normal weekdays and the whole of Saturdays and Sundays.

3. MATERIALS

Void.

4. PLANT

Spades

5. CONSTRUCTION

5.1 GENERAL

Void.

5.2 SAFETY

Void.

5.3 PROGRAMME AND METHOD STATEMENT

The services required includes comprehensive removal of excessive beach sand from railway track including rail reserve and the disposal thereof at designated areas under the supervision of Perway employees.

The Contractor shall make provision for 3 teams consisting of 10 people per team including the supervisor for the sand removal at Clovelly (Fish-hoek station), Glencairn and Simons town. The Contractor shall provide the list with the names, addresses and telephone numbers of the people. **Note: No name should appear more than once**

5.4 METHODS AND PROCEDURES

5.4.1 General

- The Service Provider will be requested to provide manual labour to remove sand from the railway track including rail reserve as and when required to do so. The sand should be removed to ballast level and be cleared away from the track. Sand needs to be flattened and not stockpiled.
- The Service Provider will be expected to use his/her own tools and equipment to remove the sand and clearing sand from assets shall always be done under supervision of a Perway maintenance official.
- Remove and clear sand and debris from retention walls and rail reserves within the PRASA and sea/beach boundaries. This also includes the removal of rubbish when required to do so. These specific tasks will be carried out with either manual labour or plant and machinery where necessary ; sand to be off-loaded at a specified dumpsite approved by the Technical officer, Engineer or his deputy.
- Dumping shall only take place at an approved dump site or tip and proof thereof to be submitted to the PRASA representative.

5.4.2 Callout

- The Contractor shall nominate Responsible Representatives of whom at least five (5) shall be available at any hour for call-out in cases of emergency. The Contractor shall provide the Technical Officer with the names, addresses and telephone numbers of the representatives.

- The Client will formally write to the contractor and issue a written Callout describing and giving details and quantities of works to be done. Excavated material shall be removed from site and dumped at the local dumpsite.
- Call out fee will be charged from the minute of acceptance of callout to the execution and completion of the callout. The Representative may be required to provide evidence relating to the distance travelled from departure point to point of event/callout and back.

5.5 STANDARDS

Void.

5.6 COMPLETION

Void.

6. TOLERANCES

Void.

7. TESTING

Void.

8. MEASUREMENT AND PAYMENT

8.1 SCHEDULED ITEMS

Clear and remove sand from the track and rail reserve including dumping at an approved dumpsite.....Unit:
Day

Call out
fee.....Unit: Hr

All Items: The tendered rates shall include for all equipment, transportation and plant required for the completion of the above Work.



SCOPE (2200) – CULVERT CLEANING

This covers the culvert cleaning various locations

INTERPRETATIONS

2.1 SUPPORTING SPECIFICATIONS

Void.

2.2 DEFINITIONS

Void.

3. MATERIALS

Void.

4. PLANT

Hand tools: Shovels, Spades, Hoe

Mechanical tools : High pressure jetting tool

5. CONSTRUCTION

5.1 GENERAL

Void.

5.2 SAFETY

Void.

5.3 PROGRAMME AND METHOD STATEMENT

The services required includes cleaning of Culverts.

The Service Provider to ensure that all drains are kept clean to allow water to flow freely.

5.4 METHODS AND PROCEDURES

5.4.1 Manual cleaning of Culverts

- Culvert Openings (inlet and outlet) should be free of sediment, rubbish and debris
- Remove any obstructions you can see including large branches
- Keep streambed and overflow areas clear of bulky, rigid plants.
- Check inlet and outlet for soil erosion and maintain where required
- Trim low-level streamside plants to keep overflow areas clear but keep taller plants to shade the stream.

5.4.2 Mechanically cleaning of culverts

- Drains shall be cleaned by means of either a combination of High-Pressure water jetting and suction or a high pressure water jetting machine in combination with a suction machine (e.g. Super sucker).
- The high-pressure jetting unit shall be capable of providing jetting pressure of at least 100 bar at a flow rate of at least 150l/min. The jetting hose shall be 25mm nominal diameter with a minimum operational length of 120m at all times. The jetting hose shall be wound onto a hose reel, which shall be power driven in both the clockwise and anticlockwise directions. The unit shall be equipped with a water tank containing sufficient water to jet for 20 minutes before refilling.
- The suction unit shall be either an air flow or vacuum tanker, which shall effectively pick up wet and dry materials to a depth of up to 15m. Suction shall be via a 100mm minimum diameter suction pipe. Decanted liquids only, shall be discharged directly into a catch pit or manhole of the system being cleaned via an approved return pipe.
- All machines together with all ancillary equipment shall be provided in a good working/operational condition.
- Powered bucket machines in conjunction with the machines described above may be used.

5.5 STANDARDS

Void.

5.6 COMPLETION

Void.

6. TOLERANCES

Void.

7. TESTING

Void.

8. MEASUREMENT AND PAYMENT

8.1 SCHEDULED ITEMS

Clearing debris from culvert inlet and outlet areas.....m³

Manual removal of blockages inside culvert.....m³

Cleaning out of culverts using mechanical equipment (i.e. High-pressure Jetting equipment)

(a) Pipes with an internal diameter up to and including 200mm
.....hr

(b) Pipes with an internal diameter greater than 200mm up to 600mm hr

All Items: The tendered rates shall include for all equipment, transportation and plant required for the completion of the above Work.

2300 PERSONNEL, PLANT AND EQUIPMENT REQUIREMENTS

The Contractor is to tender his total cost per hour per grade to perform maintenance on Permanent Way assets during normal working hours (07:00 to 17:00). This cost to include travelling costs but to exclude material, tools, equipment and consumables which have all been previously dealt with in this Contract).

An instruction regarding all work to be carried out under Personnel and Plant in terms of the General Conditions of Contract will be issued at the discretion of the engineer. Some of the items priced under Personnel and Plant in the Schedule of Quantities may possibly not be required for this contract.

PAYMENT AND MESUREMENT

Item	Unit
-------------	-------------

23,01 a) PERSONNEL

The Contractor is to tender his total cost per hour per grade to perform maintenance on Permanent Way assets during normal working hours (07:00 to 17:00).

- | | |
|------------------------------|-----------|
| a) Unskilled labour..... | hour (hr) |
| b) Skilled Track Worker..... | hour (hr) |
| c) Flagman..... | hour (hr) |
| d) Track Welder | hour (hr) |
| e) Track Master..... | hour (hr) |

23.02 The Contractor is to tender his total cost per hour per grade to perform maintenance on Permanent Way assets after normal working hours (17:01 to 06:59).

- | | |
|------------------------------|-----------|
| f) Unskilled labour..... | hour (hr) |
| g) Skilled Track Worker..... | hour (hr) |
| h) Flagman..... | hour (hr) |
| i) Track Welder | hour (hr) |
| j) Track Master..... | hour (hr) |

PAYMENT AND MESUREMENT

Item	Unit
-------------	-------------

23.03 b) Plant and Equipment

- k) Digger Loader.....hour (hr)
- l) Tipper Truck.....hour (hr)
- m) Code 14 Crane Truck.....hour (hr)

The rates submitted for vehicles, constructional plant and equipment, subitem (b), in the Schedule of Quantities shall be a hire charge for the use of the vehicle and driver or constructional plant/equipment and operator (VAT excluded) and shall apply only to vehicles, constructional plant and equipment approved in writing by the Engineer/Engineer’s Representative/Technical Officer. The rate shall include for maintenance, operative costs, establishment, insurance and other contingency costs relating to the running of the vehicle, plant or equipment.

Where there is ambiguity between the power developed at the flywheel and mass of a machine, the power shall govern the measurement category. However, this is to be confirmed with the Engineer/Engineer’s Representative/Technical Officer before the vehicle, plant or equipment is used.

The Contractor and the Engineer will agree on the method of recording the working hours prior to the commencement of the work. Any long period of idling at any one time which in the opinion of the Engineer or his representative is beyond that required for normal operating conditions will not be paid for as working time. Non-working hours for any reason shall not be measured for payment.

Health and Safety specifications

Wherever “Transnet” or “Spoornet” is referred to in the documents it shall be read as “**Passenger Rail Agency of South Africa, trading as Metrorail**”, provided that the context intends this translation. Most of the activities pertaining to the Works will be executed on, over, under or adjacent to Railway lines and near High Voltage equipment.

Trains will be operated on the railway lines while work is in progress. The contractor shall at all times perform the work in such a manner that the tracks are safe for the passage of trains.

The contractor shall at all times 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 specifications are applicable to this contract:

- E7/1: Specification for works on, over, under or adjacent to Railway lines and near High Voltage equipment. (Also referred to as the SPK7/1 specification)
- E.4E Transnet (Jan 2004 - As adapted for PRASA): Safety arrangements and procedural compliance with the Occupational Health and Safety Act (Act 85 of 1993) and applicable Regulations. (Also referred to as the E4E specification)
- S410 Transnet (As adapted for PRASA): Specifications for Railway Earthworks

Non-compliance to contractual safety conditions

Metrorail 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.

C4: SITE INFORMATION

C4.1 General

1. The work sites are located within the boundaries of the railway reserve of PRASA Cape Town Region rail network. The layout below indicates the network in which PRASA operates and it includes sections which are owned and under the jurisdictions of Transnet Freight Rail (TRF). The Contractor shall only perform work on the sections that are owned and maintained by PRASA. Sections not owned and maintained by PRASA i.e. owned by TFR are shown in blue on the layout.

2. Boundaries of the site

The location of the sites is indicated in the scope of work and will also be pointed out at the time of the Works execution.

Access to the site of the Works is by public roads joining up with the service/mechanisation roads of PRASA along the railway line. The Contractor shall not make use of private roads to gain access to the service/mechanisation roads unless he can produce documentary proof of consent from the owner of such road and indemnifies PRASA against any claims that may arise from the use of such private roads. The Contractor shall acquaint himself with the available access to the site and the condition of the roads during the site inspection.

Vehicle access to certain sections is restricted. The Contractor shall make his own arrangements with regard to access to the sites and shall allow for this in his rates tendered for the Works.

3. Occupation of the site

Site access will only be granted by the Engineer's Representative subject to approval of the following documentation as drafted by the contractor:

3.1 Construction Methodology – consisting of detailed methodology describing how the works will be carried out, i.e. labour, tools, plant etc.)

3.2 Risk Assessment – this is to be compiled in conjunction with relevant Health and Safety Acts as well as the relevant documentation as provided by PRASA

3.2.1 Health and Safety Program and appointments (Act 85).

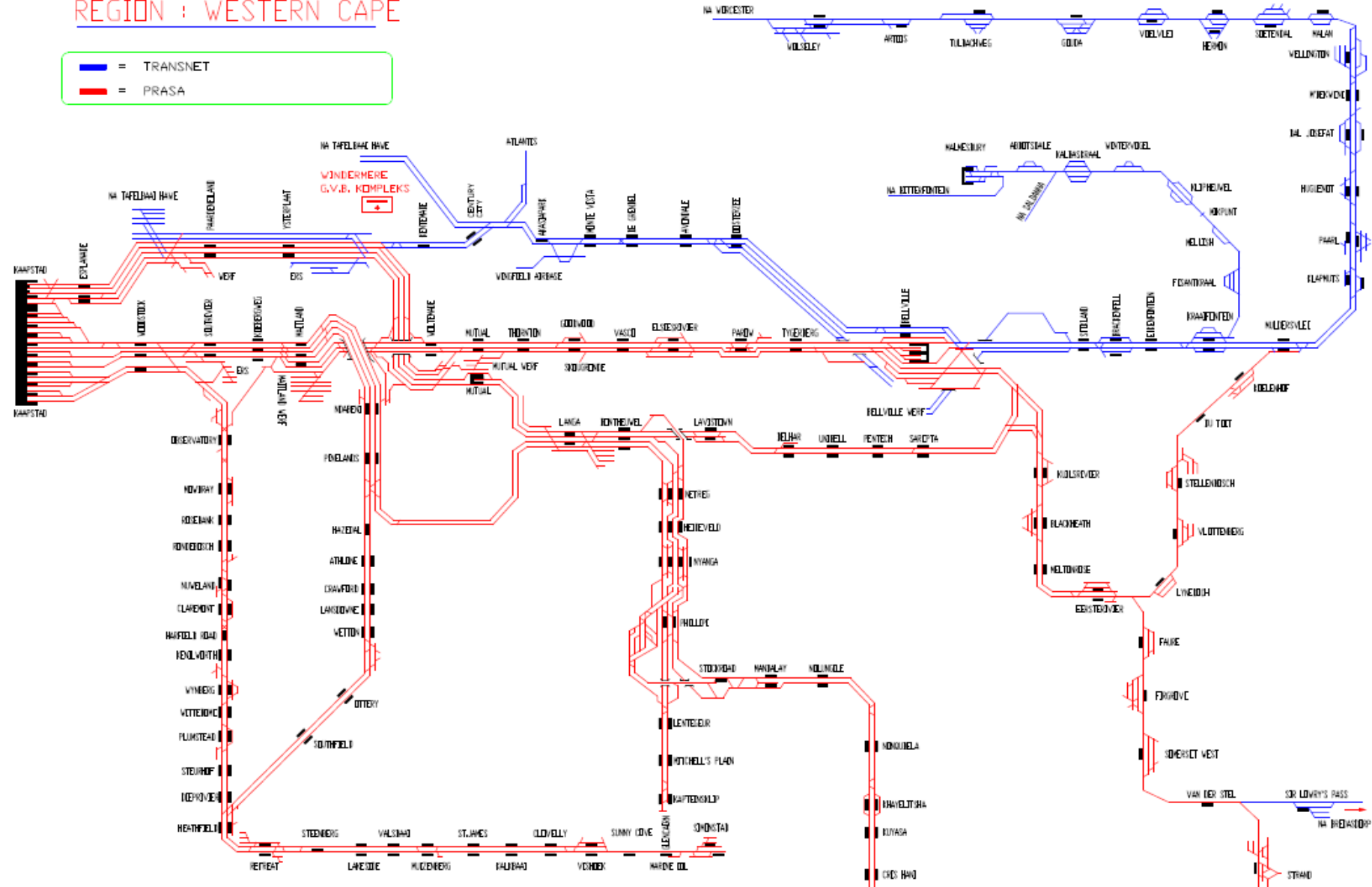
REQUEST FOR PROPOSAL: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

TENDER NUMBER: 03/2026/CTN/INFRA



REGION : WESTERN CAPE

— = TRANSNET
— = PRASA



ANNEXURE 4
FORM C: TENDER FORM

CURRENT TENDER DETAILS

Request number:	03/2026/CTN/INFRA
Request for Tender:	AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR PERIOD OF 36 MONTHS

I / We _____

(Insert Name of Tendering Entity)

of _____

(Full address)

Conducting business under the style or title of:

Represented by:

in my capacity as:

being duly authorised thereto by a Resolution of the Board of Directors / Certificate of Partners, Members or Participants, as the case may be, dated _____, a certified copy of which is annexed hereto, hereby offer to undertake and complete the above-mentioned work (hereinafter called "the WORKS") at the prices quoted in the bills of quantities / schedule of quantities or, where these do not form part of the contract, at a lump sum, in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ (if any) and the documents listed in the accompanying schedule of tender documents for the sum of R _____ (amount in words),
(All applicable taxes included)

N.B. (i) In the event of any discrepancy, the amount in words will take precedence over the amount in figures.

- (ii) Where items in the priced bills of quantities submitted with the tender for the WORKS other than architectural building work are incorrectly extended arithmetically, the unit rate will be treated as decisive.
- (iii) In tenders for architectural building work the total amount will be treated as decisive. If amounts for individual items cannot be reconciled with the total amount, the amounts for individual items shall be adjusted to the satisfaction of the PRASA to conform to the total amount.

I / We accept that unless the PRASA should otherwise decide and so inform me / us in the notice of acceptance, this tender (and, if any, its covering letter and any subsequent exchange of correspondence together with the PRASA acceptance thereof) shall constitute a binding contract between the PRASA and me / us. Should the PRASA decide that a formal contract should be signed and so inform me / us in the notice of acceptance, this tender (and, if any, its covering letter and any subsequent exchange of correspondence) together with the PRASA notice of acceptance, shall constitute a binding contract between the PRASA and me / us until the formal contract is signed.

I / We undertake to produce acceptable documentary proof of the necessary coverage for Workmen's Compensation, Securities and Insurance within **30 (thirty)** working days of notification of awarding of the contract, and to sign a formal contract if called upon by the PRASA to do so within **7 (seven)** working days of notification by the PRASA that the contract documents are ready for signature, failing which I / we accept that the PRASA may, in its sole discretion, withhold any payments due for work done until such time as these formalities have been completed.

I / We undertake to complete the whole of the WORKS within **36 MONTHS** (in words) from the date of notification to me / us of acceptance of the tender, subject to completion in stages if and as laid down in the project specification and to such extensions of time as may be granted. Failing completion of the WORKS or any stage of the WORKS within the period(s) stipulated or by such extended date(s) as may be allowed by the PRASA I / we shall pay to the PRASA in terms of the Conventional Penalties Act 15 of 1962, the penalty for which provision is made in the project specification. The ordering of any alterations, extras, additions, or omissions shall not in any way prejudice the PRASA claim for such penalty.

Application for relief from the obligation to pay a penalty will be considered by the PRASA but shall be granted only if I / we can prove to the reasonable satisfaction of the PRASA that the penalty is out of proportion to the prejudice suffered by the PRASA by reason of the act or omission in respect of which the penalty was stipulated.

I / We declare that this tender holds good until 20.....

(a minimum period of 120 days from closing date is required).

I / We further agree that if, after I / we have been notified of the acceptance of my / our tender, I / we fail to enter into a formal contract if called upon to do so, or fail to furnish satisfactory security for the due and proper completion of the WORKS, the PRASA may, without prejudice to any other legal remedy which it may have, recover from me / us any expense to which it may have been put in calling for tenders afresh and / or having to accept any less favourable tender.

I / We declare that being a company / partnership / close corporation / joint venture, I / we have duly completed the annexe hereto and certified it as correct.

The several documents involved are to be taken as complementary to each other. In the event of any conflict between the content of any of the documents listed in the schedule of tender documents (other than the project specification) and the project specification, the latter shall prevail. In the event of any conflict between the letter that accompanies the tender or other relevant correspondence, and the contents of the documents listed in the schedule of tender documents (including the project specification) such letter or correspondence shall prevail.



THUS, DONE and SIGNED at _____

on this _____ day of _____

DULY AUTHORISED SIGNATORY(IES) WITNESSES

1. _____ 1. _____

2. _____ 2. _____

3. _____ 3. _____



FORM C PRICING SCHEDULE - PRICING

12 PRICING

General information:

1. This BoQ (bill of quantities) forms part of and must be read in conjunction with the SoW, drawings and technical specifications which contain the full technical description of work to be done and material and equipment to be used in this service.
2. The total tender/bid price in the BoQ summary sheet shall constitute the contract price of the tender. Tenderers to check their priced items as no claims for arithmetical errors will be considered.
3. No alteration, amendments or erasure will be made to the BoQ, should this be, it will not be recognized and the original BoQ wording will be considered
4. The tenderer is relieved from the quantities specified at the tender stage however it will be required to make his/her own assessment of small items such as sundries, fixings, etc. as are required for the complete installation of items in accordance with the specifications.
5. The quantities on this BoQ shall not be used for the ordering of material.
6. All measurements are net unless otherwise specified, the tenderer must allow in the rate for wastage.
7. The quantities and rate for dayworks forms part of the tender price, but this item is regarded as provisional and will only be payable if and when a separate PO/instruction to this effect has been issued.
8. All provisional sums shall be expanded by the Project Manager/Engineer and any balance remaining shall be deducted from the overall contract sum.

9. All "provisional" items shall be measured as executed and shall be paid for according to the rates quoted for in this BoQ. No works for "provisional" items shall commence without written instruction from the Project Manager/Engineer.
10. All rates quoted for must include taxes, levies, import duties, etc. excluding VAT.
11. Breakdowns of sums quoted for to be available on request.
12. Payment for main materials shall be made to the contractor in terms of milestones payments.
13. Bidder shall have fixed price items for the duration of the contract and indicate such items that has CPA/CPI where applicable.
14. The pricing strategy will be of a re-measurement nature in principle.

13 DISCLOSURE OF PRICES QUOTED

Bidders are to note that, on award of business, PRASA is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Bidders inter alia on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za) , [the other medium used to advertise the bid i.e CIDB](#) as required per National Treasury Instruction Note 09 of 2022/2023.

The Tenderer shall enter each rate or lump sum for each item in the Pricing Schedule in **BLACK INK**.



C2.1 Pricing Instructions

- i) The quantities in the Bill of Quantities are estimated and may be more or less than stated. The contractor shall submit with his tender a complete and detailed priced bill (prepared in black ink) for the Works. All work covered by the bill including work resulting from modifications or alterations to drawings shall be measured and paid for according to the completed bill.
- ii) The absence of stated quantities in the Bill is no guarantee that none will be required. Reasonable and sufficient rates and/or prices shall therefore be inserted to every item, as such prices will be considered when awarding the contract.
- iii) In the event that a tenderer leaves any item/s blank which are materially important for the award of the contract/business or fails to tender in an amount expressed or calculable in Rand and cents (e.g. total amount, unit price, hourly rate), Metrorail reserves the right to disqualify such a tender.
- iv) Provision, as set out below, is made in the Bill of Quantities for the pricing of work done relating to the different activities.
- v) For all sections of work the contractor shall supply and deliver all labour, tools, machinery and materials required for the completion of Works. All quantities for the works shall be agreed and confirmed in writing by the Contractor and Engineer's Representative in the Site Diary prior to the commencement of any works
- vi) The tendered rates shall include for costs necessary for a pre-work inspection to determine the extent and amount of work required which is to be executed by a qualified Track Master or Track Inspector.
- vii) Rails must be evaluated, marked and approved for scrap by a Track Inspector and Technical Officer before it can be cut up for scrap.

All items in the Bill of Quantities are Provisional and the actual amount of work necessary and executed shall be measured by the Engineer's Representative in the presence of the Contractor or his Agent. Only the quantity of such work executed shall be paid for at the rates quoted in the Bill of Quantities.



C2.2 Bill of Quantities

PART B: PROJECT SPECIFICATIONS REFERRING TO THE STANDARD SPECIFICATIONS

1300 SPECIFICATION FOR THE WORK NECESSARY FOR CORRECTING BATTERED RAIL JOINTS, MARKS AND RAIL CROWN DAMAGE BY FIELD WELDING AND GRINDING OF RAILS IN THE TRACK.

1400 SPECIFICATION FOR THE WORK NECESSARY FOR JOINING RAILS BY FIELD WELDING OF RAIL JOINTS IN THE TRACK.

1500 SPECIFICATION FOR THE WORK NECESSARY FOR THE OFFLOADING, DISTRIBUTION AND TAMPING OF BALLAST.

1600 SPECIFICATION FOR THE WORK NECESSARY FOR THE CLEANING OF BALLAST BY HAND METHODS.

1700 SPECIFICATION FOR THE WORK NECESSARY FOR THE LAYING, REPLACEMENT, AND RESPACING OF SLEEPERS.

1800 SPECIFICATION FOR THE WORK NECESSARY FOR REPLACING OF RAILS ON EXISTING LINES.

1900 SPECIFICATION FOR THE WORK NECESSARY FOR SLEWING AND ALIGNMENT OF RAILWAY TRACK.

2000 SPECIFICATION FOR THE WORK NECESSARY FOR REPLACING OF TURNOUT COMPONENTS ON EXISTING SETS.

2100 SPECIFICATION FOR THE WORK NECESSARY FOR REMOVAL OF SAND FROM TRACK.

2200 SPECIFICATION FOR THE WORK NECESSARY FOR CULVERT CLEANING

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID NUMBER: 03/2026/CTN/INFRA



BOQ/ PRICING SCHEDULE

				Year 1		Year 2		Year 3	
ITEM	DESCRIPTION	UNIT	ESTIMATED QTY	RATE	AMOUNT	RATE	AMOUNT	RATE	AMOUNT
1300	CORRECTING BATTERED RAIL JOINTS, MARKS AND RAIL CROWN DAMAGE BY FIELD WELDING AND GRINDING OF RAILS IN THE TRACK								
13.01	Build up and grind battered/mismatched rail joints	ea.	120						
13.02	Build up and grind crossings nose only	ea.	20						
13.03	Build up and grind crossings nose with a wing rail	ea.	120						
13.04	Build up and grind crossing wing rails	ea.	20						
13.05	Correcting wheel spin damage by grinding only	ea.	20						
13.06	Correcting wheel spin damage by grinding and welding	ea.	500						

TENDER: 03/2026/CTN/INFRA: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID NUMBER: 03/2026/CTN/INFRA



1400	JOINING RAILS BY FIELD WELDING OF RAIL JOINTS IN THE TRACK								
14.01	Exothermic welding of rail joints in track	joint	80						
1500	OFFLOADING, DISTRIBUTION AND TAMPING OF BALLAST								
15.01	Boxing in and trimming ballast	m	1000						
15.02	Lift and tamp track	m	1000						
1600	CLEANING OF BALLAST BY HAND METHODS								
16.01	Clean ballast	m ³	300						
16.02	Disposal of fouling matter and material excavated	m ³	100						
1700	LAYING, REPLACEMENT AND RESPACING OF SLEEPERS								

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID NUMBER: 03/2026/CTN/INFRA



17.01	Load, stack, transport and distribute sleepers to point of installation (wooden sleepers)	ea.	150						
17.02	Extra over on item 17.01 for concrete sleepers	ea.	200						
17.03	Re-sleepering in existing track (wooden sleepers)	ea.	150						
17.04	Extra over on item 17.03 for concrete sleepers	ea.	200						
17.05	Respacing of sleepers (wooden sleepers)	ea.	150						
17.06	Extra over on item 17.05 for concrete sleepers	ea.	300						
17.07	Loading and transportation of released sleepers and fastenings to Salt River depot	ea.	150						
17.08	Extra over on item 17.07 for concrete sleepers	ea.	100						
1800	REPLACING OF RAILS ON EXISTING LINES								

TENDER: 03/2026/CTN/INFRA: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID NUMBER: 03/2026/CTN/INFRA



18.01	Load, stack, transport and distribute rails and fastenings to point of installation	m	300						
18.02	Bending/Curving/Straightening of rails	m	300						
18.03	Replace existing rails	m	300						
18.04	Cutting, Loading and transportation of released rails and fastenings to Salt River depot	m	300						
18.05	Offer for released rails (Scrap rails)	kg	225000		RATE ONLY		RATE ONLY		RATE ONLY
1900	SLEWING AND ALIGNMENT								
19.01	Realigning of track	m	300						
19.02	Slewing of track	m	300						
19.03	Boxing out ballast during realignment	m	300						
ITEM	DESCRIPTION	UNIT	ESTIMATED QTY						

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID NUMBER: 03/2026/CTN/INFRA



2000	REPLACING OF TURNOUT COMPONENTS ON EXISTING SETS (PROVISIONAL)								
20.01	Load, stack, transport and turnout components and fastenings to point of installation	ea.	38						
20.02	Remove and replace turnout crossing (1:9)	ea.	6						
20.03	Remove and replace turnout crossing (1:12)	ea.	6						
20.04	Remove and replace switch blade	ea.	12						
20.05	Remove and replace stock rail and guard rail	ea.	6						
20.06	Remove and replace closure rail or lead rail or stock rail	ea.	8						
20.07	Cut Load, stack, transport and offload released turnout components and fastenings from point of installation to Metrorail Salt River Depot	ea.	38						

TENDER: 03/2026/CTN/INFRA: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID NUMBER: 03/2026/CTN/INFRA



ITEM	DESCRIPTION	UNIT	ESTIMATED QTY						
2100	REMOVAL OF SAND FROM TRACK								
21.01	Clear and remove sand from track and rail reserve including dumping at an approved dumpsite	day	30						
21.02	Call out fee	hr	240						
2200	CULVERT CLEANING								
22.01	Clearing debris from culvert inlet and outlet areas	m3	100						
22.02	Manual removal of blockages inside culvert	m3	100						
22.03	High-pressure water jetting (if required)								
a)	Pipes with an internal diameter up to and including 200mm	hr	20						
b)	Pipes with an internal diameter greater than 200mm up to 600mm	hr	20						

TENDER: 03/2026/CTN/INFRA: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID NUMBER: 03/2026/CTN/INFRA



2300	PERSONNEL, PLANT AND EQUIPMENT REQUIREMENT								
	a) PERSONNEL								
23.01	The Contractor is to tender his total cost per hour per grade to perform maintenance on Permanent Way assets during normal working hours (07:00 to 17:00).								
a)	Unskilled track worker	hr	800						
b)	Skilled track worker	hr	800						
c)	Flagman	hr	800						
d)	Track master	hr	800						
e)	Track welder	hr	800						
23.02	The Contractor is to tender his total cost per hour per grade to perform maintenance on Permanent Way assets after								

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID NUMBER: 03/2026/CTN/INFRA



	normal working hours (17:01 to 06:59).								
f)	Unskilled track worker	hr	300						
g)	Skilled track worker	hr	300						
h)	Flagman	hr	300						
i)	Track master	hr	300						
j)	Track welder	hr	300						
23.03	b) PLANT AND EQUIPMENT								
k)	Digger loader	hr	100						
l)	Tipper Truck	hr	100						
m)	Code14 Crane Truck	hr	100						
ITEM	DESCRIPTION	UNIT	ESTIMATED QTY						
2400	Enhancement for overtime (provisional)								
24.01	Weekdays and Saturdays	hr.	1						

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

24.02	Sundays and PPH	hr.	1						
TOTAL CARRIED FORWARD TO SUMMARY									

		Year 1	Year 2	Year 3
C	SUMMARY OF SCHEDULES			
D	ADD CONTINGENCIES = 10% of TOTAL C (The sum provided is under the direct control of the Engineer and may be partially or totally excluded)			
E	TOTAL (C+D)			
F	V.A.T (15%) ON ABOVE TOTAL E			
G	TENDER SUM (E+F) CARRIED FORWARD TO FORM OF TENDER			
TOTAL TENDERSUM FOR 36 MONTHS				

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa Passenger Rail Agency of South Africa
BID NUMBER: 03/2026/CTN/INFRA	

IMPORTANT:

1. In the event of any discrepancy in the amounts tendered in this document, the highest amount, (whether in words or figures) shall take precedence over the lowest amount.
2. The above shall be held to include all labour, compliance with the work documents, start-up costs, duties, statutory costs, fringe benefits, admin fees and all other costs relating to obligations arising out of this contract.

Signed aton thisday of

WITNESSES:

- 1.....

.....
TENDERER
2.

Signed aton thisday of

WITNESSES:

1.

.....
METRORAIL (PRASA)
2.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa Passenger Rail Agency of South Africa
BID NUMBER: 03/2026/CTN/INFRA	

PERFORMANCE BOND

ANNEXURE 5

[Insert name and physical address of Beneficiary]

(“the Beneficiary”)

PERFORMANCE GUARANTEE

Guarantee Reference Number: _____

1. You have entered into a written contract with _____ **[insert the name and registration number of company and close corporation]** (the **“Applicant”**) on _____ **[insert date]** (the **“Contract”**) in terms of which the Applicant is required to furnish you with a performance guarantee for the maximum amount of R**[insert]** (**[insert amount in words]**).
2. We, _____ Bank, _____ registration number _____ **[insert address]** (the **“Bank”**) hereby guarantees the payment to you on your first written demand of up to a maximum aggregate amount of R..... **[insert]** (**[insert amount in words]**) (the **“Guarantee Amount”**) in the event that the Applicant fails to fulfil any of its obligations under the Contract.
3. The Bank’s liability under this guarantee is principal in nature and is not subject to any agreement. The Bank’s liability shall not be reduced, or in any way be affected by any alteration of the terms of the Contract or any other arrangements between the Applicant and yourself, whether oral or in writing.
4. The Bank will pay on written demand and will not determine the validity of the demand or become party to any claim or dispute of any nature which any party may allege.
5. Payment will only be made by the Bank against return of this original guarantee by you or your duly authorized agent.
6. This guarantee shall expire at 12:00 at the abovementioned office of the Bank on _____ **[insert**

TENDER: 03/2026/CTN/INFRA: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

the expiry date] (“**Expiry**”) and any claim and statement received hereunder must be received at this office before Expiry. After Expiry, this guarantee shall become null and void, whether returned to the Bank for cancellation or not and any claim or statement received after Expiry shall be ineffective.

7. This guarantee is neither negotiable nor transferable and is restricted to the payment of a sum of money only and limited to the Guaranteed Amount.
8. With each payment by the Bank under this guarantee, the Bank's liability shall be reduced *pro rata*.
9. This guarantee shall be governed by and construed in accordance with the laws of the Republic of South Africa and shall be subject to the jurisdiction of the South African courts.
10. The Bank accepts that the Beneficiary's address reflected above is the Beneficiary's *domicilium citandi et executandi* for all purposes in connection with this guarantee.

SIGNED at _____ on _____

Witnesses:

1. _____

For: **BANK**

Duly represented by

Full Name:

Capacity:

2. _____

For: **BANK**

Duly represented by

Full Name:

PASSENGER RAIL AGENCY OF SOUTH AFRICA

SPECIFICATION FOR SERVICES ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND NEAR HIGH VOLTAGE EQUIPMENT (E7/1 2012)



ISSUED BY : The Executive Manager
Asset Management and Development
PRASA

September 1999

Page i of iii

Issue 1

SPK7/1

PASSENGER RAIL AGENCY OF SOUTH AFRICA

ANNEXURE C

TENDER: 03/2026/CTN/INFRA: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK
MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

PAGE 176 OF 217

**SPECIFICATION FOR SERVICES ON, OVER, UNDER OR ADJACENT TO RAILWAY
LINES AND NEAR HIGH VOLTAGE EQUIPMENT
(E7/1 2012)**

© This document as a whole is protected by copyright. The information contained herein is the sole property of PRASA Ltd. It may not be used, disclosed or reproduced in part or in whole in any manner whatsoever, except with the written permission of and in a manner permitted by the proprietors. Only photostat reproductions of this master is permitted for use in PRASA quotation

September 1999

Page ii of iii

Issue 1

E7/1 2012

TENDER: 03/2026/CTN/INFRA: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID NUMBER: 03/2026/CTN/INFRA



PASSENGER RAIL AGENCY OF SOUTH AFRICA

APPROVAL SHEET

DESIGNATION	SIGNATURE	DATE
Approved by: PRASA –MANAGEMENT BOARD		
Issued by: PRASA – Executive Manager (AM&D)		
Understood and accepted by: PRASA – INFRA		

PASSENGER RAIL AGENCY OF SOUTH AFRICA

E7/1 2012

**SPECIFICATION FOR SERVICES ON, OVER, UNDER OR ADJACENT TO RAILWAY LINES AND
NEAR HIGH VOLTAGE EQUIPMENT**

(This specification shall be used in PRASA contracts)

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

CONTENTS

CLAUSE DESCRIPTION

1. DEFINITIONS

PART A - GENERAL SPECIFICATION

2. Authority of officers of PRASA or PRASA
3. Contractor's representatives
4. Occupations and work permits
5. Speed restrictions and protection
6. Roads on PRASA or PRASA property
7. Clearances
8. Stacking of material
9. Excavation, shoring, dewatering and drainage
10. Falsework for structures
11. Piling
12. Underground services
13. Blasting
14. Rail trolleys
15. Ancillary trackside equipment and facilities
16. Penalty for delays to trains
17. Compliance with statutes and regulations
18. Temporary level crossings

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

PART B - ADDITIONAL SPECIFICATION FOR WORK NEAR HIGH-VOLTAGE ELECTRICAL EQUIPMENT

1. General
2. Work on buildings of fixed structures
3. Work done on or outside of rolling stock, including loading and unloading
4. Use of equipment
5. Carrying and handling material and equipment
6. Precautions to be taken when erecting or removing poles, antennae and trees
7. Use of water
8. Use of construction plant
9. Work performed under dead conditions under cover of a work permit
10. Traction return circuits in rails
11. Blasting
12. High-voltage electrical equipment not maintained and/or operated by PRASA or PRASA's contractors

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa Passenger Rail Agency of South Africa
BID NUMBER: 03/2026/CTN/INFRA	

1 DEFINITIONS

The following definitions shall apply:

Authorised Person: A person whether an employee of PRASA or not, who has been specially authorised to undertake specific duties in terms of Spoornet's publication ELECTRICAL SAFETY INSTRUCTIONS, and who holds a certificate or letter of authority to that effect.

Barrier: Any device designed to restrict access to and prevent inadvertent contact with exposed "live" high-voltage electrical equipment.

Bond: A short conductor installed to provide electrical continuity.

Responsible Representative: The responsible person in charge, appointed by a contractor, who has undergone specific training (and holds a certificate) to supervise staff under his control to work on, over, under or adjacent to railway lines and in the vicinity of high-voltage electrical equipment.

Contractor: Any person or organisation appointed by PRASA to carry out work on its behalf.

Dead: Isolated and earthed.

Electrical Officer (Contracts): The person appointed in writing by the responsible Electrical Engineer in PRASA or PRASA'S maintenance Contractor as the person who shall be consulted by the Contractor in all electrical matters to ensure that adequate safety precautions are taken by the Contractor.

Engineer: The person, firm or company appointed by PRASA to act as Engineer for the purposes of the contract and designated as such in the Special Conditions of Contract, or any other Engineer appointed from time to time by PRASA and notified in writing to the Contractor.

Executive Officer: The person appointed by PRASA from time to time as the Executive Officer to act according to the rights and powers held by and obligations placed upon him in terms of the Contract.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

High-Voltage: A voltage normally exceeding 1 000 volts.

Live: A conductor is said to be "live" when it is at a potential different from that of the earth or any other conductor of the system of which it forms a part.

Near: To be in such a position that a person's body or the tools he is using or any equipment he is handling may come within 3 metres of live exposed high-voltage electrical equipment.

Occupation: An authorisation granted by PRASA or PRASA'S maintenance and/or operating Contractor for work to be carried out under specified conditions on, over under or adjacent to railway lines.

Occupation Between Trains: An occupation during an interval between successive trains.

Project Manager: The person or juristic person appointed by PRASA from time to time as the Project Manager, to administer the Contract according to the powers and rights held by and obligations placed upon him in terms of the Contract.

Total Occupation: An occupation for a period when trains are not to traverse the section of line covered by the occupation.

Work on: Work undertaken on or so close to the equipment that the specified working clearances to the live equipment cannot be maintained.

Work Permit: A combined written application and authority to proceed with work on or near dead electrical equipment.

PART A - GENERAL SPECIFICATION

2. AUTHORITY OF OFFICERS OF PRASA OR PRASA'S MAINTENANCE AND/OR OPERATING CONTRACTOR

2.1 The Contractor shall co-operate with the authorised personnel of PRASA or PRASA'S maintenance and/or operating Contractor and shall comply with all instructions issued and restrictions imposed with respect to the Services which bear on the presence and operation of

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa ENGINEER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

PRASA or PRASA'S railway lines and high-voltage equipment.

- 2.2 Without limiting the generality of the provisions of 2.1, any duly authorised representative of PRASA or PRASA, having identified himself, may stop the work if, in his opinion, the safe passage of trains or the safety of PRASA or PRASA assets or any person is affected.
- CONSIDERATIONS OF SAFETY SHALL TAKE PRECEDENCE OVER ALL OTHER CONSIDERATIONS.**

3. **CONTRACTOR'S REPRESENTATIVES**

- 3.1 The Contractor shall nominate Responsible Representatives of whom at least one shall be available at any hour for call-out in cases of emergency. The Contractor shall provide the Engineer with the names, addresses and telephone numbers of the representatives.
- 3.2 The Contractor guarantees that he has satisfied himself that the Responsible Representative is fully conversant with this specification and that he shall comply with all his obligations in respect thereof.
- 3.3 The Responsible Representative shall be familiar with the contents and provisions of the ELECTRICAL SAFETY INSTRUCTIONS, copies of which they shall keep in their possession for the duration of the contract.

4. **OCCUPATIONS AND WORK PERMITS**

- 4.1 Work to be done during total occupation or during an occupation between trains or under a work permit shall be done in a manner decided by the Engineer and at times to suit the requirements of PRASA or PRASA'S maintenance and/or operating Contractor.
- 4.2 The Contractor shall organise the Services in a manner, which will minimise the number and duration of occupations and work permits required.
- 4.3 PRASA shall not be liable for any financial or other loss suffered by the Contractor arising from his failure to complete any work scheduled during the period of an occupation or work permit.
- 4.4 The Contractor shall submit to the Engineer, in writing, requests for occupations or work permits together with details of the work to be undertaken, at least 21 days before they are required. PRASA or PRASA'S maintenance and/or operating Contractor does not undertake to grant an occupation or work permit for any particular date, time or duration.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa ENGINEER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

- 4.5 PRASA or PRASA'S maintenance and/or operating Contractor reserves the right to cancel any occupation or work permit at any time before or during the period of occupation or work permit. If, due to cancellation or change in date or time, the Contractor is not permitted to start work under conditions of total occupation or work permit at the time arranged, all costs caused by the cancellation shall be born by the Contractor except as provided for in clauses 4.6 to 4.8 above.
- 4.6 When the Contractor is notified less than 2 hours before the scheduled starting time that the occupation or work permit is cancelled, he may claim reimbursement of his direct financial losses caused by the loss of working time up to the time his labour and plant are employed on other work, but not exceeding the period of the cancelled occupation or work permit.
- 4.7 When the Contractor is notified less than 2 hours before the scheduled starting time, or during an occupation or work permit, that the duration of the occupation or work permit is reduced, he may claim reimbursement of his direct financial losses caused by the loss of working time due to the reduced duration of the occupation or work permit, but not exceeding the balance of the reduced occupation or work permit.
- 4.8 Reimbursement of the Contractor for any loss of working time in terms of 4.6 and 4.7, shall be subject to his claims being submitted within 14 days of the event with full details of labour and plant involved, and provided that the Engineer certifies that no other work on which the labour and plant could be employed was immediately available.
- 4.9 Before starting any work for which an occupation has been arranged, the Contractor shall obtain from the Engineer written confirmation of the date, time and duration of the occupation including the specified conditions applicable.
- 4.10 Before starting any work for which a work permit has been arranged, the Responsible Representative shall read and sign portion C of Annexure 8.1 of the ELECTRICAL SAFETY INSTRUCTIONS, presented by an authorised person, signifying that he is aware of the limits within which work may be undertaken. After the work for which the permit was granted has been completed, or when the work permit is due to be terminated, or if the permit is cancelled after the start, the same person who signed portion C shall sign portion D of Annexure 8.1 of the ELECTRICAL SAFETY INSTRUCTIONS, thereby acknowledging that he is aware that the electrical equipment is to be made "live". The Responsible Representative shall advise all his workmen accordingly.

5. SPEED RESTRICTIONS AND PROTECTION

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa Passenger Rail Agency of South Africa
BID NUMBER: 03/2026/CTN/INFRA	

- 5.1 When speed restrictions are imposed by PRASA or PRASA'S maintenance and/or operating Contractor because of the Contractor's activities, the Contractor shall organise and carry out his work so as to permit the removal of the restrictions as soon as possible.
- 5.2 When the Engineer considers protection to be necessary the Contractor shall, provide all protection including flagmen, other personnel and all equipment for the protection of PRASA or PRASA's personnel and assets, the public and including trains. The Contractor shall arrange training and PRASA accreditation of the Contractor's flagmen and other personnel performing protection duties. The cost of the training shall be to the Contractor's account. It remains the responsibility of the Contractor to protect his personnel and assets at all times.
- 5.3 The Contractor shall consult with the Engineer, whenever he considers that protection will be necessary, taking into account the minimum permissible clearances set out in PRASA's publication, PERMANENT WAY INSTRUCTIONS.
- 5.4 The Contractor shall appoint a Responsible Representative to receive and transmit any instruction, which may be given by PRASA or PRASA'S maintenance and/or operating Contractor personnel providing protection.

6. **ROADS ON PRASA OR PRASA PROPERTY**

- 6.1 The Contractor shall use every reasonable means to prevent damage to any of the roads or bridges communicating with or on the direct route to the site and shall select routes, use vehicles, and restrict loads so that any extraordinary traffic as may arise from the moving of plant or material to or from the site shall be limited as far as reasonably possible.
- 6.2 The Contractor shall not occupy or interfere in any way with the free use of any public or private road, right-of-way, path or street unless the Engineer has obtained the approval of the road authority concerned.

7. **CLEARANCES**

- 7.1 No temporary Services shall encroach on the appropriate minimum clearances set out in PRASA's publications, PERMANENT WAY INSTRUCTIONS and ELECTRICAL SAFETY INSTRUCTIONS.

8. **STACKING OF MATERIAL**

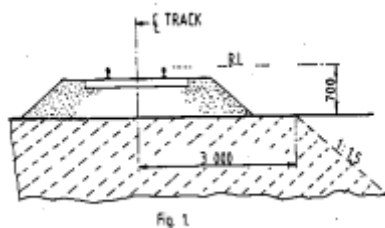
- 8.1 The Contractor shall not stack any material closer than 3 metres from the centre line of any railway

line or within 2.5 metres of the boundary fence without prior approval of the Engineer and considering the presence of any trackside equipment.

- 8.2 All stacking of material shall take place in accordance with the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, and the ELECTRICAL SAFETY INSTRUCTIONS.

9. EXCAVATION, SHORING, DEWATERING AND DRAINAGE

- 9.1 Unless otherwise approved by the Engineer any excavation adjacent to a railway line shall not encroach on the hatched area shown in Figure 1.



Formation level

- 9.2 The Contractor shall provide, at his own cost, any shoring, dewatering or drainage of any excavation unless otherwise stipulated elsewhere in the Contract.
- 9.3 Where required by the Engineer, drawings of shoring for any excavation under or adjacent to a railway line shall be submitted and permission to proceed obtained, before the excavation is commenced.
- 9.4 The Contractor shall prevent ingress of water to the excavation but where water does enter, he shall dispose of it as directed by the Engineer.
- 9.5 The Contractor shall not block, obstruct or damage any existing drains either above or below ground level unless he has made adequate prior arrangements to deal with drainage.
- ## 10. FALSEWORK FOR STRUCTURES
- 10.1 Drawings of falsework for the construction of any structure over, under or adjacent to any railway line shall be submitted to the Engineer and his permission to proceed obtained before the

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa ENGINEER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

falsework is erected. Each drawing shall be given a title and a distinguishing number and shall be signed by a registered professional engineer certifying that he has checked the design of the falsework and that the drawings are correct and in accordance with the design.

- 10.2 After the falsework has been erected and before any load is applied, the Contractor shall submit to the Engineer a certificate signed by a registered professional engineer certifying that he has checked the falsework and that it has been erected in accordance with the drawings. Titles and numbers of the drawings shall be stated in the certificate. Notwithstanding permission given by the Engineer to proceed, the Contractor shall be entirely responsible for the safety and adequacy of the falsework.

11. **PILING**

- 11.1 The Engineer will specify the conditions under which piles may be installed on PRASA or PRASA property.

12. **UNDERGROUND SERVICES**

- 12.1 No pegs or stakes shall be driven or any excavation made before the Contractor has established that there are no underground services, which may be damaged thereby.
- 12.2 Any damage shall be reported immediately to the Engineer, or to the personnel in charge at the nearest station, or to the traffic controller in the case of centralised traffic control.
- 12.3 Any previously uncharted underground services encountered by the Contractor during the course of his activities shall be reported immediately to the Engineer who shall ensure the necessary inclusion in the “as built” drawings.

13. **BLASTING**

- 13.1 No blasting in the vicinity of a railway line shall be carried out except with the prior written permission of the Engineer and under such conditions as he may impose.
- 13.2 The Contractor shall make arrangements for the supply, transport, storage and use of explosives.
- 13.3 The Contractor shall have labour, tools and plant, to the satisfaction of the Engineer, available on the site to clear immediately any stone or debris deposited on the track or formation by blasting, and to repair any damage to the track or formation immediately after blasting. Repairs

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa ENGINEER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

to the track shall be carried out only under the supervision of a duly authorised representative of the PRASA's maintenance and/or operating Contractor.

- 13.4 The Contractor shall advise the Engineer of his intention to blast at least 21 days prior to the commencement of any blasting operations.
- 13.5 Before any blasting is undertaken, the Contractor and the Engineer shall jointly examine and measure up any buildings, houses or structures in the vicinity of the proposed blasting to establish the extent of any cracking or damage that exists. The Contractor, at his own expense shall make good any deterioration of such buildings, houses, or structures, which, in the opinion of the Engineer, is a direct result of the blasting.
- 13.6 All claims shall be settled by the Contractor as soon as possible. Should unreasonable delays occur, the PRASA will have the right to settle any such claims and recover the costs from the Contractor.
- 13.7 Within a reasonable time after completion of the blasting, the Contractor shall obtain a written clearance from each land owner in the vicinity of the blasting operations to the effect that all claims for compensation in respect of damage caused by the blasting operations to their respective properties have been settled.
- 13.8 The Contractor shall provide proof that he has complied with the provisions of clauses 10.17.1 to 10.17.4 of the Explosives Regulations (Act 26 of 1956 as amended).
- 13.9 Blasting within 500 metres of a railway line will only be permitted during intervals between trains. A person appointed by the Engineer, assisted by flagmen with the necessary protective equipment, will be in communication with the controlling railway station. Only this person will be authorised to give the Contractor permission to blast, and the Contractor shall obey his instructions implicitly regarding the time during which blasting may take place.
- 3.10 The flagmen described in clause 13.9 above, where provided by PRASA or PRASA'S maintenance and/or operating Contractor, are for the protection of trains and PRASA or PRASA property and personnel only, and their presence does not relieve the Contractor in any manner of his responsibilities in terms of Explosives Act or Regulations, or any obligation in terms of this Contract.
- 13.11 The person described in clause 13.9 above will record in a book provided and retained by the Engineer the dates and times:

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa ENGINEER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

- (i) when each request is made by him to the controlling station for permission to blast;
- (ii) when blasting may take place;
- (iii) when blasting actually takes place; and
- (iv) when he advises the controlling station that the line is safe for the passage of trains.

13.12 Before each blast the Contractor shall record in the same book, the details of the blast to be carried out. The person appointed by the Engineer and the person who will do the blasting shall both sign the book whenever an entry described in clause 13.11 above is made.

13.13 The terms of clause 27 hereof shall be strictly adhered to.

14. **RAIL TROLLEYS**

14.1 The use of rail trolleys on a railway line will be permitted only if approved by the Engineer and under the conditions stipulated by him.

14.2 All costs in connection with such trolley working requested by the Contractor shall, unless otherwise agreed, be borne by the Contractor, including the costs of any train protection services required.

15. **ANCILLARY TRACKSIDE EQUIPMENT AND FACILITIES.**

15.1 Where signal track circuits are installed, the Contractor shall ensure that no material capable of conducting an electrical current makes contact between rails of a railway line/lines.

15.2 No signal connections on track-circuited tracks shall be severed without the Engineer's knowledge and consent.

15.3 No ancillary trackside equipment or facilities such as axle counters, bonds, wiring runs, connection boxes, points machines, signals, drainage systems etc. shall be disconnected, removed, altered or in any way interfered with without the Engineer's knowledge and consent.

16. **PENALTY FOR DELAYS TO TRAINS**

16.1 If any trains are delayed by the Contractor and the Engineer is satisfied that the delay was avoidable, a penalty will be imposed on the Contractor in terms of the Special Conditions of Contract.

17. **COMPLIANCE WITH STATUTES AND REGULATIONS**

17.1 The Contractor shall comply with the provisions of the following:

- (i) the OHS Act 85 of 1993, as amended;
- (ii) the Explosive Act 26 of 1956, as amended;

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PUBLIC RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

- (iii) the Workmen's Compensation Act, 1941, as amended;
 - (iv) the Mines Health and Safety Act 29 of 1996, as amended;
 - (v) the ELECTRICAL SAFETY INSTRUCTIONS, as amended;
- and all regulations framed under these acts.

- 17.2 The Contractor shall prepare and submit to the PRASA's maintenance and operating contractor for acceptance, a Safety Case clearly explaining his Safety Management System. A site access certificate will not be issued to the Contractor unless this Safety Case has been accepted.
- 17.3 The Contractor shall comply with the provisions of the OHS Act 85 of 1993, as amended. For the purpose of this Act, the site occupied by the Contractor is transferred, for the duration of the contract, to the control of the Contractor as if it were his property. Prior to commencement of any work, and following the acceptance of a Safety Case, a site access certificate shall be issued to the Contractor by the PRASA's maintenance and/or operating Contractor. As employer, the Contractor is in every respect responsible for compliance with the provisions of this Act.
- 17.4 Compliance with all applicable legislation shall be entirely at the Contractor's cost.

18. **TEMPORARY LEVEL CROSSINGS**

- 18.1 Applications for temporary level crossings shall be submitted by the Contractor in writing for approval to the PRASA's maintenance and/or operating Contractor. These applications shall include a plan and cross-sectional view of the site including all affected services and proposed temporary alterations thereto.
- 18.2 The PRASA's maintenance and/or operating Contractor may permit the construction of a temporary level crossing over the railway line at any approved site. The period for which the level crossing is permitted will be at the discretion of the PRASA's maintenance and/or operating Contractor.
- 18.3 The Contractor at his own cost, shall arrange the construction by a nominated specialist subcontractor of the entire approved temporary level crossing, including all level crossing signs and height gauges and alterations to communication, power and signal equipment as well as drainage.

The constructed temporary level crossing shall be subject to the inspection and approval of the PRASA's maintenance and/or operating Contractor. After the temporary level crossing has served its purpose, the Contractor, at its own cost, shall arrange its removal by a nominated specialist Contractor and return the infrastructure assets to normal to the approval of PRASA's maintenance and/or operating contractor.

- 18.4 The Contractor shall, at his own cost, take all necessary steps including the provision of gates, locks and, where necessary, watchmen to restrict the use of the level crossing to himself and his employees, his sub-contractors and their employees, the staff of the PRASA and its

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

maintenance and/or operating Contractor and to such other persons as the PRASA may permit, of whose identity the Contractor will be advised.

If ordered by the PRASA's maintenance and/or operating Contractor, the Contractor shall, at his own cost, appoint persons to control road traffic using any temporary level crossing. Such persons shall stop all road traffic when any approaching train is within 750 m of the level crossing and shall not allow the road traffic to proceed over the level crossing until the lines are clear.

PART B - ADDITIONAL SPECIFICATION FOR WORK NEAR HIGH-VOLTAGE

ELECTRICAL EQUIPMENT

1 GENERAL

- 1.1 This specification is based on the contents of Spoornet's publication ELECTRICAL SAFETY INSTRUCTIONS, as amended, a copy of which will be made available on loan to the Contractor for the duration of the contract on request only. These instructions apply to all work near live high-voltage equipment maintained and/or operated by PRASA or PRASA'S maintenance contractor, and the onus rests on the Contractor to ensure that he obtains a copy.
- 1.2 The Contractor's attention is drawn in particular to the contents of Sections 1 and 2 of the publication ELECTRICAL SAFETY INSTRUCTIONS.
- 1.3 The publication ELECTRICAL SAFETY INSTRUCTIONS covers the minimum safety precautions which must be taken to ensure safe working on or near high-voltage electrical equipment, and must be observed at all times. Should additional safety measures be considered necessary because of peculiar local conditions, these may be ordered by and at the discretion of the Electrical Officer (Contracts).
- 1.4 This specification must be read in conjunction with and not in lieu of the publication ELECTRICAL SAFETY INSTRUCTIONS.
- 1.5 The Contractor shall obtain the approval of the Electrical Officer (Contracts) before any work is done which causes or could cause any portion of a person's body or the tools he is using or any equipment he is handling, to come within 3 metres of any live high-voltage equipment.
- 1.6 The Contractor shall regard all high-voltage equipment as live unless a work permit is in force.
- 1.7 Safety precautions taken or barriers erected shall comply with the requirements of the Electrical Officer (Contracts), and shall be approved by him before the work to be protected is undertaken by the Contractor. The Contractor shall, unless otherwise agreed, bear the cost of the provision of the barriers and other safety precautions required, including the attendance of PRASA or PRASA's maintenance contractor where this is necessary.

- 1.8 No barrier shall be removed unless authorised by the Electrical Officer (Contracts).

TENDER: 03/2026/CTN/INFRA: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa INDIAN RAILWAY PASSENGER RAIL AGENCY OF INDIA
BID NUMBER: 03/2026/CTN/INFRA	

2. WORK ON BUILDINGS OR FIXED STRUCTURES

- 2.1 Before any work is carried out or measurements are taken on any part of a building, fixed structure or earth Services of any kind above ground level situated within 3 metres of live high voltage equipment, the Electrical Officer (Contracts) shall be consulted to ascertain the conditions under which the work may be carried out.
- 2.2 No barrier erected to comply with the requirements of the Electrical Officer (Contracts) shall be used as temporary staging or shuttering for any part of the Services.
- 2.3 The shuttering for bridge piers, abutments, retaining walls or parapets adjacent to or over any track may be permitted to serve as a barrier, provided that it extends at least 2,5 metres above any working level in the case of piers, abutments and retaining walls and 1,5 metres above any working level in the case of parapets.

3. WORK DONE ON OR OUTSIDE OF ROLLING STOCK, INCLUDING LOADING AND/OR UNLOADING

- 3.1 No person shall stand, climb or work whilst on any platform, surface or foothold higher than the normal unrestricted places of access, namely:-
 - (i) the floor level of trucks;
 - (ii) external walkways on diesel, steam and electric locomotives, steam heat vans, etc. and
 - (iii) walkways between coaches and locomotives.

When in these positions, no person may raise his hands or any equipment or material he is handling above his head.

- 3.2 In cases where the Contractor operates his own rail mounted equipment, he shall arrange for the walkways on this plant to be inspected by the Electrical Officer (Contracts) and approved, before commencement of work.
- 3.3 The handling of long lengths of material such as metal pipes, reinforcing bars, etc. should be avoided, but if essential they shall be handled as nearly as possible in a horizontal position below head height.
- 3.4 The Responsible Representative shall warn all persons under his control of the danger of being near live high-voltage equipment, and shall ensure that the warning is fully understood.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa Passenger Rail Agency of South Africa
BID NUMBER: 03/2026/CTN/INFRA	

3.5 Where the conditions in clauses 3.1 to 3.3 above cannot be observed the Electrical Officer (Contracts), shall be notified. He will arrange for suitable safety measures to be taken. The Electrical Officer (Contracts), may in his discretion and in appropriate circumstances, arrange for a suitable employee of the Contractor to be specially trained by the relevant authority at the Contractor's costs, as an Authorised Person to work closer than 3 metres from live overhead conductors and under such conditions as may be imposed by the responsible Electrical Engineer in PRASA or PRASA'S maintenance contractor.

4. USE OF EQUIPMENT

4.1 MEASURING TAPES AND DEVICES.

4.1.1 Measuring tapes may be used near live high-voltage equipment provided that no part of any tape or a person's body comes within 3 metres of the live equipment.

4.1.2 In windy conditions the distance shall be increased to ensure that if the tape should fall it will not be blown nearer than 3 metres from the live high-voltage equipment.

4.1.3 Special measuring devices longer than 2 metres such as survey staves and rods may be used if these are of non-conducting material and approved by the senior responsible Electrical Engineer in PRASA or PRASA'S maintenance contractor, but these devices must not be used within 3 metres of live high-voltage equipment in rainy or wet conditions.

4.1.4 The assistance of the Electrical Officer (Contracts) shall be requested when measurements within the limits defined in clauses 4.1.1 to 4.1.3 above are required.

4.2 PORTABLE LADDERS.

4.2.1 Any type of portable ladder longer than 2 metres may only be used near live high-voltage equipment under the direct supervision of the Responsible Representative. He shall ensure that the ladder is always used in such a manner that the distance from the base of the ladder to any live high-voltage equipment is greater than the fully extended length of the ladder plus 3 metres. Where these conditions cannot be observed, the Electrical Officer (Contracts) shall be advised, and he will arrange for suitable safety measures to be taken.

4.3 SERVICES FROM INSULATED VEHICLES AND TRESTLE TROLLEYS.

4.3.1 Where specially constructed insulated vehicles or trestle trolleys are available for use, authorised persons, category A, or a person issued with a letter of authority (clause 303.0 of

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa INDIAN RAILWAY PASSENGER RAIL AGENCY CORPORATION LIMITED
BID NUMBER: 03/2026/CTN/INFRA	

the ELECTRICAL SAFETY INSTRUCTIONS) may be permitted to work from the top of such vehicles under “live” overhead track equipment.

5. CARRYING AND HANDLING MATERIAL AND EQUIPMENT

- 5.1 Pipes, scaffolding, iron sheets, reinforcing bars and other material, which exceeds 2 metres in length, shall be carried completely below head height near live high-voltage equipment. For maximum safety such material should be carried by two or more persons so as to maintain it as nearly as possible in a horizontal position. The utmost care must be taken to ensure that no part of the material comes within 3 metres of any live high-voltage equipment.
- 5.2 Long lengths of wire or cable shall never be run out in conditions where a part of a wire or cable can come within 3 metres of any live high-voltage equipment unless the Electrical Officer (Contracts) has been advised and has approved appropriate safety precautions.
- 5.3 The presence of overhead power lines shall always be considered, especially when communications lines or cables or aerial cables, stay wires, etc. are being erected above ground level.

6. PRECAUTIONS TO BE TAKEN WHEN ERECTING OR REMOVING POLES, ANTENNAE, TREES ETC.

- 6.1 A pole may be handled for the purpose of erection or removal near high-voltage equipment under the following conditions:
 - (i) If the distance between the point at which the pole is to be erected or removed and the nearest live high-voltage equipment is more than the length of the pole plus 3 metres, the work shall be supervised by the Responsible Representative.
 - (ii) If the distance described in (i) is less than the length of the pole plus 3 metres, the Electrical Officer (Contracts) shall be consulted to arrange for an Authorised Person to supervise the work and to ensure that the pole is earthed where possible. The pole shall be kept in contact with the point of erection, and adequate precautions shall be taken to prevent contact with live high-voltage equipment.
- 6.2 The cost of supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.
- 6.3 The provisions of clauses 6.1 and 6.2 above shall also apply to the erection or removal of columns, antennae, trees, posts, etc.

7. USE OF WATER

- 7.1 No water shall be used in the form of a jet if it can make contact with any live high-voltage equipment or with any person working on such equipment.

8. USE OF CONSTRUCTION PLANT

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa ENGINEER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

- 8.1 "Construction plant" entails all types of plant including cranes, piling frames, boring machines, excavators, draglines, dewatering equipment and road vehicles with or without lifting equipment.
- 8.2 When work is being undertaken in such a position that it is possible for construction plant or its load to come within 3 metres of live high-voltage equipment, the Electrical Officer (Contracts) shall be consulted. He will arrange for an Authorised Person to supervise the work and to ensure that the plant is adequately earthed. The Electrical Officer (Contracts) will decide whether further safety measures are necessary.
- 8.3 The cost of any supervision by an Authorised Person and the provision of earthing shall, unless otherwise agreed, be borne by the Contractor.
- 8.4 When loads are handled by cranes, non-metallic rope hand lines shall be used, affixed to such loads so as to prevent their swinging and coming within 3 metres of live high-voltage equipment.
- 8.5 Clauses 8.1 to 8.4 above shall apply mutatis mutandis to the use of maintenance machines of any nature.

9. WORK PERFORMED UNDER DEAD CONDITIONS UNDER COVER OF A WORK PERMIT

- 9.1 If the Responsible Representative finds that the work cannot be done in safety with the high voltage electrical equipment live, he shall consult the Electrical Officer (Contracts) who will decide on the action to be taken.
- 9.2 If a work permit is issued the Responsible Representative shall:
- (i) before commencement of work ensure that the limits within which work may be carried out have been explained to him by the Authorised Person who issued the permit to him, and that he fully understands these limits.
 - (ii) sign portion C of the permit before commencement of work;
 - (iii) explain to all persons under his control the limits within which work may be carried out, and ensure that they fully understand these limits;
 - (iv) care for the safety of all persons under his control whilst work is in progress; and
 - (i) withdraw all personnel under his control from the equipment on completion of the work before he signs portion D of the work permit.

10. TRACTION RETURN CIRCUITS IN RAILS

- 10.1 Dangerous conditions can be created by removing or severing any bond.
- 10.2 Broken rails with an air gap between the ends, and joints, at which fishplates are removed under "broken bond" conditions, are potentially lethal. The rails on either side of an air gap between rail ends on electrified lines shall not be touched simultaneously until rendered safe by an Authorised Person.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	
BID NUMBER: 03/2026/CTN/INFRA	

- 10.3 The Contractor shall not break any permanent bonds between rails or between rails and any structure. He shall give the Engineer at least 21 days written notice when removal of such bonds is necessary.
- 10.4 No work on the track, which involves interference with the traction return rail circuit, either by cutting or removing the rails, or by removal of bonds shall be done unless the Electrical Officer (Contracts) is consulted. He will take such precautions as may be necessary to ensure continuity of the return circuit before permitting the work to be commenced.

11. BLASTING

- 11.1 The Contractor shall obtain the permission of the Electrical Officer (Contracts) before blasting, and shall give at least 21 days' notice of his intention to blast. The Electrical Officer (Contracts) shall then decide whether it is necessary to have an Authorised Person in attendance during such operations.
- 11.2 The terms of clause 13 of SPK7/1 Part A or clause 15 of the SPK7/2 Part A, as applicable, shall be strictly adhered to.

12. HIGH-VOLTAGE ELECTRICAL EQUIPMENT NOT MAINTAINED AND/OR OPERATED BY PRASA OR PRASA'S MAINTENANCE CONTRACTOR

Where the work is undertaken on or near high-voltage electrical equipment which is not maintained and/or operated by PRASA or PRASA'S maintenance contractor, the Occupational Health and Safety Act No. 85 of 1993, and Regulations and Instructions, and/or the Mines Health and Safety Act (Act 29 of 1996), shall apply.

Such equipment includes:

- (i) Equipment of Electricity Suppliers;
- (ii) the Contractor's own power supplies;
- (iii) Equipment being installed by, but not yet taken over from the Contractor, and
- (iii) Electrified Private Siding equipment.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID NUMBER: 03/2026/CTN/INFRA



ANNEXURE 6 - RFP CLARIFICATION FORM (BID NUMBER0 03/2026/CTN/INFRA)

REQUEST FOR PROPOSAL: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

REF NO:	DISCIPLINE	QUESTION BY	FROM - COMPANY NAME	QUESTION	DATE RECEIVED



CONTRACT

AS AND WHEN REQUIRED PROCUREMENT OF TRACK MAINTENANCE WORK FOR 36 MONTHS

Between

PASSENGER RAIL AGENCY OF SOUTH AFRICA

**A company duly incorporated according to the legal succession to the South African Transport Service Amendment Act
(Act 38 of 2008)
(VAT Reg. No: 4900110612)
(Hereinafter referred to as 'the Client')**

AND

.....

Vat Register Number: 4900213135
(Herein after referred to as "the Contractor")

1.	INTRODUCTION	3
2.	INTERPRETATION AND DEFINITIONS	3
3.	APPLICABILITY OF OTHER DOCUMENTS	4
4.	COMPLIANCE WITH STATUTES	4
5.	DURATION OF CONTRACT	5
6.	CONTRACT VALUE	5
7.	PRICE STRUCTURE AND PAYMENT	5
8.	TRANSFER OF SKILLS TO THE CLIENT	6
9.	COPYRIGHT OF TENDER DOCUMENT	6
10.	EXECUTION OF WORK	6
11.	DUTIES OF THE CONTRACTOR	6
12.	RESPONSIBILITIES OF THE CLIENT	6
13.	PENALTIES	6
14.	CONTRACTOR'S GENERAL OBLIGATIONS	6
15.	PROVISION OF PERSONNEL	7
16.	ACCOMMODATION OF CONTRACTOR'S STAFF	7
17.	TERMINATION BY CLIENT	7
18.	BREACH OF CONTRACT	8
19.	ARBITRATION	10
20.	NON-DISCLOSURE	12
21.	WHOLE CONTRACT	12
22.	FORCE MAJEURE	13
23.	WARRANTY	13
24.	PUBLIC LIABILITY INSURANCE OR INSURANCE	13
25.	CESSION OR DELEGATION	14
26.	INSOLVENCY AND DEATH	14
27.	ADVERTISING AND TRADING	14
28.	NOTICES AND DOMICILLIUM	14
29.	CONFIDENTIALITY	15
30.	INDEMNITY	16

1. INTRODUCTION

CONTRACT made and entered into by and between PASSENGER RAIL AGENCY OF SOUTH AFRICA, a company duly incorporated according to the legal succession to the South African Transport Service Amendment Act (Act 38 of 2008) hereinafter referred to as "the Client" with its registered address at PASSENGER RAIL AGENCY OF SOUTH AFRICA, Jorissen Place, 66 Jorissen Str, Braamfontein or Private Bag X101, Braamfontein, 2017 of the one part, and

Messrs., registration number
....., a company registered under the Company laws of South Africa, with its head office or registered office at, or PO Box
....., herein represented by in his/her capacity as
..... being duly authorised thereto by a resolution of the Board of Directors/Certificate of Partners dated a certified copy which is annexed hereto (hereinafter referred to as the "Contractor") of the other part.

WHEREAS

- A. The Contractor will provide professional Services in respect of
- B. The contractor is able and prepared to provide the services as further specified in the contract ("the services") to the Client.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

2. INTERPRETATION AND DEFINITIONS

In this contract, unless inconsistent with the context –

- 2.1 clause headings are inserted for convenience and shall not be used in its interpretation;
- 2.2 unless the context clearly indicates a contrary intention, an expression which denotes one gender includes the other gender and neuter as applicable, a natural person includes a juristic person and vice versa, the singular includes the plural and vice versa and the following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings;

THE CLIENT means **PASSANGER RAIL AGENCY OF SOUTH AFRICA**

THE CONTRACTOR means (the name of the accepted tenderer)

AGREEMENT means this document, the documents mentioned in clause 3 and all annexure, appendices and/or schedules hereto: **"Contract"** shall have a corresponding meaning;

"CONTRACT PRICE" means the total contract price payable to the Service Provider under this Agreement for full and proper performance of its contractual obligations;

"CONTRACTUAL DELIVERY DATE" means the date of delivery as stated on the official PRASA Service Request/Contract/Tender document;

“SERVICE REQUEST” means an official PRASA request / SERVICE REQUEST, in writing wherever practical following the acceptance of the tender;

“SERVICE” means PRASA’S requirements / instructions as per SERVICE REQUEST / CONTRACT

“EFFECTIVE DATE” notwithstanding date of signature hereof, means 2009;

“PARTIES” means both Passenger Rail Agency of South Africa Ltd and; **“Party”** shall have a corresponding meaning;

“PRASA” means Passenger Rail Agency of South Africa Ltd or any of its business units or divisions;
“Metrorail” shall have a corresponding meaning;

“Working Day” means Monday through Friday between the hours 07:30 to 16:30 excluding Saturdays, Sundays and Public Holiday;

3. APPLICABILITY OF OTHER DOCUMENTS

3.1 This agreement, together with the documents annexed hereto in the list of the **Schedule of Contract Documents**, shall form an integral part of this contract.

3.2 **The Schedule of Contract Documents comprises:**

- 3.2.1 Your tender dated
- 3.2.2 Notice To Proceed dated
- 3.2.3 Letter of acceptance dated
- 3.2.4 Contract Document (General Conditions of the Contract)
- 3.2.5 Scope of Work and Specifications
- 3.2.6 Schedule of Quantities and Rates/Prices
- 3.2.7 Specification E.4E (Jan 2004)
- 3.2.8 Specification SPK7/1 (Sep 1999)

3.3 In the event of conflict between the provisions of this contract and any of the documents referred to in clause 3.1, the provisions of this contract shall take preference over the provisions of these documents.

4. COMPLIANCE WITH STATUTES

4.1 The Contractor shall comply with the provisions of all applicable legislation inclusive but not limited to:

- 4.1.1 the Compensation for Occupational Injuries and Diseases Act, 1993 (Act No. 130 of 1993);
- 4.1.2 the Labour Relations Act, 1995 (Act No. 66 of 1995);
- 4.1.3 The Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997);
- 4.1.4 The Employment Equity Act, 1998 (Act No. 55 of 1998);
- 4.1.5 Value-added Tax Act, 1991 (Act. No. 89 of 1991);
- 4.1.6 Income Tax Act, 1962 (Act No. 58 of 1962);
- 4.1.7 National Railway Safety Regulator Act, 2002 (Act No. 16 of 2002); and

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

4.1.8 Provincial Ordinances and Local Authority By-laws, and all relevant Regulations framed thereunder having an effect on his business or the operator provided in terms of this agreement.

4.2 The Contractor undertakes to carry out its obligations in accordance with the requirements of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), and to comply with all requirements of the Act.

4.3 The Contractor undertakes to comply with the Safety Rules of PRASA as outlined in Specification SPK7/1(Sept 1999) for works on, over, under or adjacent to railway lines and near high voltage equipment, annexed hereto, and forming an integral part of the contract.

4.3 Compliance with all applicable legislation shall be entirely at the Contractor's cost.

5. DURATION OF CONTRACT

5.1 This contract shall, notwithstanding the date of signature, commence on (hereinafter referred to as "commencement date") and continue for a period of 12/24 months until (the expiration date), unless terminated earlier as provided for in this agreement.

6. CONTRACT VALUE

The value of the contract amounts to **R** Including VAT.

7. PRICE STRUCTURE AND PAYMENT

7.1 Payment of invoices to CONTRACTOR will be effected within 30 (thirty) days from the date of receipt of a correct and original invoice provided the invoice is correct reflecting the **Contract Number**/...../...../...../..... and **CLIENT'S VAT no.** If the invoices are not correctly submitted, it will be returned to the supplier for rectification and 30 (thirty) days will be recalculated from receipt of rectified invoice. Invoices should be submitted after the CLIENT has, in writing, acknowledged receipt of the PRODUCTS supplied.

7.2 All payments will be made by CLIENT to CONTRACTOR's account. The following particulars of the CONTRACTOR banking details must be furnished:

- a) account name;
- b) account number;
- c) branch and code;
- d) bank name and country.

7.3 For V.A.T registered CONTRACTORS, all invoices on the CONTRACTOR's statement must comply with the VAT Act, No. 89 of 1991, before payment can be effected. Invoices of at least **R 1, 000.00 (One Thousand Rand)** must reflect CLIENT's V.A.T. Number: **4900110612** in compliance with South African Revenue Services requirements.

7.4 The CLIENT may set-off any amounts owed by the CONTRACTOR from any amount due.

7.5 Payment will be effected by cheque or bank transfer. The CLIENT's liability towards the CONTRACTOR will be deemed to be met when the cheque is posted or with Bank Transfer being made. The CONTRACTOR assumes the entire risk for cheques from the moment of posting, or with Bank Transfer, upon transfer being made. The CONTRACTOR will ensure that the CLIENT at all times has the correct banking information of the CONTRACTOR in order to make a bank transfer.

- 7.6 If the cheque is to be collected, it will be at the CONTRACTOR's sole risk and risk will pass to the CONTRACTOR upon handing over of the cheque to the proposed CONTRACTOR's representative. The representative will produce a positive identification before a cheque is handed over.
- 7.7 All original invoices must be forwarded to the CLIENT'S representative who should acknowledge DELIVERY for payment processing.
- 7.8 All prices must have V.A.T included but shown separately.

8. COPYRIGHT OF TENDER DOCUMENT

- 8.1 No specification(s) or requirement(s) forming part of any tender documents issued by PRASA shall be reproduced except for the purposes of submitting a tender, nor shall any such specification or requirement or any information or material contained therein be used for any purpose other than:
- 8.1.1 Submission of tender to PRASA;
 - 8.1.2 The execution of any CONTRACT or SERVICE REQUEST awarded to or placed with the successful TENDERER by PRASA.

9. TRANSFER OF SKILLS TO THE CLIENT

The Contractor shall endeavour through training to allow the transfer of skills so as to enable the Client to be self-sufficient.

10. EXECUTION OF WORK

- 10.1 The contractor shall provide services as agreed in this contract and the specifications that form part thereof.
- 10.2 The contractor shall carry out the work in a thorough and workmanlike manner. The final acceptance of the work shall be to the satisfaction of the **Manager, Facilities/Permanent Way/Electrical/Finance/Human Resources**
- 10.3 In the event of non-performance, quality of work not approved by the **Manager, Facilities/Permanent Way/Electrical/Finance/Human Resources**, the Client's representative will investigate the work and if he decided that the Contractor has not performed according to the required standard, he will issue a written warning with a date on which the work must be to standard upon the Contractor.

11. DUTIES OF THE CONTRACTOR

As per Scope of Work annexed to this contract.

12. RESPONSIBILITIES OF THE CLIENT

As per Scope of Work annexed to this contract.

13. PENALTIES

In the event of the Contractor failing to complete the work on or before the completion date, the Contractor shall pay to Client as penalties the amount of R (..... Rand) for every day thereafter that the work remains uncompleted. In addition the Client shall have the right to complete the work and to recover from the Contractor all the expenditure incurred in so doing. The Client may in its absolute discretion, wholly or partly, relieve the Contractor of his liability

in respect of penalties if in the opinion of the good cause exists therefore.”

14. CONTRACTOR'S GENERAL OBLIGATIONS

The Contractor shall supply all necessary labour, tools, equipment and materials, except for such resources, which are to be supplied by PRASA in terms of any special contract conditions attached hereto.

15. PROVISION OF PERSONNEL

- 15.1 The Contractor shall provide necessary personnel, equipment, machines and materials to the Client for the work as required on the Client's property
- 15.2 The Contractor shall provide the personnel, equipment, machines and material (if applicable) within such other time as the parties may agree to from time to time, **and only on receipt of an official written request from the Procurement Section of the Chief Financial Officer's Office, Johannesburg. The Contractor shall not provide any additional personnel and/or equipment on verbal request from any other than the above, but should he nevertheless react positively to such request, the Client shall not effect payment for the unauthorised service rendered.**
- 15.3 The personnel, equipment, machines and materials (if applicable) required and requested by the Client shall report for duty at such times or places as may be agreed upon from time to time between the Client and the Contractor
- 15.4 The personnel, equipment, machines and materials (if applicable) shall perform their daily duties at such times as agreed upon from time to time between the Client and the Contractor.

16. ACCOMMODATION OF CONTRACTOR'S STAFF

The Contractor shall make his own arrangements for accommodation of staff employees and all costs shall be included in the rates tendered. Under no circumstances shall accommodation be provided or erected on the Client's property.

17. TERMINATION BY CLIENT

- 17.1 **The CLIENT** shall have the right to terminate this agreement at any time, by giving **(The Contractor) 7(Seven) days** written notice of its intention to do so.

In the event of a termination as contemplated in this clause, the Contractor shall have no claim whether based on enrichment, or for compensation, reimbursement, or any other claim of any nature whatsoever, against the CLIENT, in respect of or arising from or connected to termination contemplated in this clause. The termination as contemplated shall not constitute a dispute and shall not be subject to any mediation or arbitration as per clause 19,

OR

Without prejudice to any other remedies that the Client may have against the Contractor, the CLIENT shall have the right, without the notice as afforded to the Contractor as provided for in clause 17.1.2, to terminate the agreement, proceed to accept any other tender or, if it is necessary, call for tenders

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

afresh, and may recover from the defaulting TENDERER any cost which SARRC may have incurred as a result thereof in any of the following events:

17.1.1 On irremediable breach

- 17.1.1.1** If the Contractor, after he has been notified of the acceptance of his tender details fails to enter into a formal CONTRACT when called upon to do so within such a period as the Client may specify, or
- 17.1.1.2** Accept SERVICE REQUEST in terms of the tender, or
- 17.1.1.3** When called upon to do so, to furnish satisfactory SECURITY / PERFORMANCE GUARANTEE for the fulfillment of the contract,
- 17.1.1.4** If (The Contractor) commits a breach of any of the terms or conditions of this agreement.
- 17.1.1.5** If the Contractor commits any act of insolvency or is liquidated, whether compulsory or voluntary (otherwise than for the purpose of amalgamation or reconstruction) or compounds with its creditors, or takes or suffers any similar action in consequence of debt.
- 17.1.1.6** If the Contractor is found guilty of any misconduct, which in the opinion of the CLIENT is prejudicial to the CLIENT's interests.

17.1.2 Remedial Breach

- 17.1.2.1** Should the Contractor commit a breach of any of the terms and conditions of this agreement and fail to rectify such breach within a period of 7 days after written notice has been given to the Contractor or on behalf of the CLIENT, calling upon the Contractor to remedy such breach, then notwithstanding any previous indulgence on the part of the CLIENT and without prejudice to any other or further rights of the CLIENT in terms of this agreement or at Common Law, the CLIENT shall be entitled, without further notice:
- 17.1.2.2** to cancel this agreement and to claim payment from the CONTRACTOR of damages for such loss or damage as the other party may suffer as a result of such default on the part of the Contractor and/or such cancellation, in which event the CLIENT shall be entitled to retain all monies paid by or on behalf of the Contractor in terms hereof, if any, until the actual amount of damages sustained has been determined by litigation, agreement or otherwise and thereupon to set off such damages against such monies retained by the CLIENT; or
- 17.1.2.3** To enforce performance by the Contractor in terms of this agreement which performance shall become immediately due and claimable from the Contractor.
- 17.1.2.4** In the event of written warnings issued upon the Contractor for non-performance during the duration of the contract or where the works are not to standard within the specific time, the contract may be terminated with immediate effect by the Client. The Client will not be liable/responsible for any loss/claims beard by the Contractor.

18. BREACH

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

- 18.1 Without derogating from the generality of the provision of clause 17. Should the Contractor breach any of the terms and conditions of this agreement and fail to rectify such breach within a period of 7 days after written notice has been given to the Contractor by the CLIENT or on behalf of the CLIENT, calling upon the CONTRACTOR to remedy such breach, then notwithstanding any previous indulgence on the part of the CLIENT to the CONTRACTOR and without prejudice to any other or further rights of the CLIENT in terms of this agreement or at common law, the CLIENT shall be entitled, without further notice:
- 18.1.1 to withhold payment to the Contractor until such time the Product is delivered to the satisfaction of the Project Manager, and/or
 - 18.1.2 to award the tender to another CONTRACTOR and recover from the CONTRACTOR all expenditures incurred in doing so, which includes costs for securing the services from another CONTRACTOR in order to continue the service.
 - 18.1.3 to cancel this agreement, in part or whole, and to claim payment from the Contractor of damages for such loss or damage as the other party may suffer as a result of such default on the part of the Contractor and/or such cancellation, in which event the other party shall be entitled to retain all monies paid by or on behalf of the Contractor in terms hereof, if any, until the actual amount of damages sustained has been determined by litigation, agreement or otherwise and thereupon to set off such damages against such monies retained by the CLIENT; and or
 - 18.1.4 to enforce performance by the Contractor in terms of this agreement which performance shall become immediately due and claimable from the Contractor.
- 18.2 Nothing contained in this clause or in any other provision hereof shall affect the right of the CLIENT at any time without prior notice to sue for and obtain damages and/or performance vis a vis a breach of any obligation due by the CLIENT in terms of this agreement.
- 18.3 The termination of this agreement, for whatever reason, will not affect the rights of a party which may have accrued as at the date of termination and will further not affect any rights which specifically or which by their very nature survive the termination of this agreement.
- 18.4 Should the Contractor act in conflict with or omit to comply with any statutory provision, regulation, by-law, rule or programme referred to in this agreement which act or omission has a direct or indirect bearing on the Services, such act and/or omission shall be deemed to be an irremediable breach of this agreement and the CLIENT shall be entitled, without notice to the Contractor in terms of clause 18.1.:
- 18.4.1 to cancel this agreement and to claim payment from the Contractor of damages for such loss or damage as the Client may suffer as a result of such default on the part of the Contractor and/or such cancellation, in which event the Client shall be entitled to retain all moneys paid by or on behalf of the Contractor in terms hereof, if any, until the actual amount of the damages sustained by the Client has been determined by arbitration, agreement or otherwise and thereupon to set off such damages against such monies retained by the Client; or
 - 18.4.2 to enforce performance by the Contractor in terms of this agreement which performance shall become immediately due and claimable from the Contractor.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

18.4.3 to claim all costs incurred in obtaining the service of another CONTRACTOR in order to continue the service until the expiry of this agreement.

18.5 The parties expressly agree that should:

- 18.5.1 the Contractor be liquidated, deregistered, or wound-up; or
- 18.5.2 the Contractor undergo a change of control or sell its business or a major part of its business, or undergo an amalgamation of any kind, during the contract period;
- 18.5.3 the Contractor dispose or attempt to dispose of all or a major part of its assets, during the contract period to a third party;
- 18.5.4 the controlling member/s of the Contractor die, or be sequestered, or become legally, mentally or physically incapacitated during the contract period;
- 18.5.5 the contractor's BEE component changes without consent of the Client;

The Client shall be entitled, without notice to the Contractor in terms of clause 18.1 to cancel this agreement and to claim payment from the defaulting party of damages for such loss or damage as the Client may suffer as a result of such default on the part of the Contractor and/or such cancellation, in which event the Client shall be entitled to retain monies paid by or on behalf of the Contractor in terms hereof, if any, until the actual amount of damages sustained by the Client has been determined by arbitration, agreement or otherwise and thereupon to set off such damages against such monies retained by the Client; or

to enforce performance by the Contractor in terms of this agreement which performance shall become immediately due and claimable from the Contractor, and in either event the Contractor shall have no claim whether based on enrichment, or for compensation, or reimbursement or of any other nature whatsoever, against the Client.

19. ARBITRATION

19.1 Should any dispute arise between the parties in connection with:-

- 19.1.1 the formation or existence of;
- 19.1.2 the interpretation or application of the provisions of;
- 19.1.3 the parties' respective rights and obligations in terms of or arising out of this agreement or its breach or termination;
- 19.1.4 the validity, enforceability, rectification, termination or cancellation, whether in whole or in part of;
- 19.1.5 any procedure to be followed;

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

- 19.1.6 any documents furnished by the parties pursuant to the provisions of, this agreement or which relates in any way to any matter affecting the interests of the parties in terms of this agreement;
- such dispute shall, unless resolved amongst the parties to the dispute, be referred to and be determined by arbitration in terms of this clause.
- 19.2 Any party to this agreement may demand that a dispute be determined in terms of this clause by written notice given to the other parties.
- 19.3 This clause shall not preclude any party from obtaining interim interlocutory or other relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 19.4 The arbitration shall be held:-
- 19.4.1 at **JOHANNESBURG**;
- 19.4.2 with only the legal and other representatives of the parties to the dispute present thereat;
- 19.4.3 *mutatis mutandis* in accordance with the provisions of the High Court Act, No 59 of 1959, the rules made in terms of that act and the practice of the South Gauteng High Court. Johannesburg;
- 19.4.4 otherwise in terms of the Arbitration Act, No 42 of 1965, it being the intention that the arbitration shall be held and completed as soon as possible.
- 19.5 The arbitrator shall be, if the matter in dispute is primarily:-
- 19.5.1 a legal matter, a practising advocate or attorney of **Johannesburg** of at least 10 (TEN) years' standing;
- 19.5.2 an accounting matter, a practising chartered accountant of **Johannesburg** of at least 10 (TEN) years' standing;
- 19.5.3 any other matter, any independent person, agreed upon between the parties in dispute.
- 19.6 Should the parties to the dispute fail to agree whether the dispute is principally a legal, accounting or other matter within 7 (SEVEN) days after the arbitration was demanded, the matter shall be deemed to be a legal matter.
- 19.7 Should the parties fail to agree on an arbitrator within 14 (FOURTEEN) days after the giving of notice in terms of 19.2, the arbitrator shall be appointed at the request of either party to the dispute by the President of the Law Society of South Africa or an body which may replace the Law Society of South Africa for the time being according to the provisions of 19.5.
- 19.8 The decision of the arbitrator shall be final and binding on the parties to the dispute and may be made an order of the court referred to in 19.9 at the instance of any of the parties to the dispute.
- 19.9 The parties hereby consent to the jurisdiction of the High Court Act, No 59 of 1959, the rules made in terms of that act and the practice of the South Gauteng High Court. Johannesburg in respect of the proceedings referred to in 19.3.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

- 19.10 The parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of an order to be made in terms of 19.8.
- 19.11 The provisions of this clause:-
- 19.11.1 constitute an irrevocable consent by the parties to any proceedings in terms hereof and no party shall be entitled to withdraw therefrom or claim at any such proceedings that it is not bound by such provisions;
 - 19.11.2 are severable from the rest of this agreement and shall remain in effect despite the termination of or invalidity for any reason of this agreement.
- 19.12 The arbitrator shall have the power to:
- 19.12.1 grant interim interlocutory relief;
 - 19.12.2 grant costs orders whether interim or final;
 - 19.12.3 to reduce the time periods ordinarily provided for in the rules referred to in clause 19.4.3 above.
 - 19.12.4 make such award, including an award for specific performance, an interdict, damages, account of profits, a penalty or otherwise as he in his sole discretion may deem fit and appropriate;
 - 19.12.5 investigate or cause to be investigated any matter, fact or thing which he considers necessary or desirable in connection with the dispute and, for that purpose, shall have the widest powers of investigating all documents and records of any party having a bearing on the dispute;
 - 19.12.6 interview and question as to what he considers just and equitable in the circumstances;
- 19.13 The South African Law of evidence, both Common Law and Statutory Law, shall apply to the arbitration;
- 19.14 The arbitrator shall determine all disputes in accordance with substantive laws of the Republic of South Africa and shall have no jurisdiction to apply or consider issues of equity. It is furthermore recorded that the parties expressly agree and acknowledge that the construction, validity and interpretation of this agreement shall be governed in all respects by the substantive laws of the Republic of South Africa (and if the prescription laws of the Republic of South Africa are not considered to be substantive law thereof, by the prescription laws as well), such law having been expressly chosen by the parties to this agreement.
- 19.15 Notwithstanding anything contained in this clause or in this agreement a whole, either party may in his sole and absolute discretion, institute legal action in the High Court of South Africa or in a Magistrates Court in terms of the Magistrates Court Act 32 of 1944.

20. NON-DISCLOSURE

The parties may provide to one another information that is confidential ("Confidential Information"). Confidential Information shall be limited to information clearly identified as confidential. Confidential Information shall not include information which (a) is or becomes a part of the public domain through no act or omission of

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

the other party;(b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on disclosure; (d) is independently developed by the other party; or (e) is disclosed by operation of law. The parties agree to hold each other's Confidential Information in confidence while the Services are being performed and for a period of three years thereafter. The onus for providing that information is of a confidential nature shall rest upon the party alleging the same.

21. WHOLE CONTRACT

- 21.1 This agreement together with the documents annexed hereto in the list of the **Schedule of Contract Documents**, as per clause 3, shall form an integral part of this contract.
- 21.2 No amendment or consensual cancellation of this agreement or any provision or term thereof or any agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement and no settlement of any disputes arising under this agreement and no extension of time, waiver or relaxation or suspension of any of the provisions or terms of this agreement or of any agreement, bill of exchange or other document issued pursuant to or in terms of this agreement shall be binding unless recorded in a written document signed by the parties. Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given.
- 21.3 No extension of time or waiver or relaxation of any of the provisions or terms of this agreement, bill of exchange or other document issued or executed pursuant to or in terms of this agreement, shall operate as an estoppel against any party in respect of its rights under this agreement, nor shall it operate so as to preclude such party thereafter from exercising its rights strictly in accordance with this agreement.
- 21.4 No party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.
- 21.5 All provisions of this agreement shall be severable and no provisions shall be affected by the invalidity of any other provision of this Agreement.

22. FORCE MAJEURE

- 22.1 Should any of the obligations of either party become objectively impossible of performance, such party shall be exempted from its obligations under this agreement if the circumstance that renders performance impossible was unforeseeable with reasonable foresight at the time of contracting and unavoidable with reasonable care at the time of its occurrence by the party concerned and such party displays reasonable care and diligence in attempting to avoid the consequences thereof.
- 22.2 Such exemption shall, however, operate only to the extent that the performance of the obligations of such party is rendered objectively impossible and only for the period during which the relevant circumstance prevails. Notice of such circumstance shall be given to the other party in writing without delay.
- 22.3 No failure by either Party to perform in accordance with any provision of this Agreement shall constitute a breach of this Agreement if the failure arose from any Acts of God, war, sanctions or changes in laws, regulations, ordinance or the like made by any competent authority, or other circumstances wholly outside the control of the Parties. (Strikes excluded)

23. WARRANTY

TENDER: 03/2026/CTN/INFRA: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

- 23.1 The CONTRACOR will warrant, for a period of 6 (Six) months, commencing one month after the **Go-Live of the System**. (Hereinafter referred to as the warranty period), that:
- 23.1.1 No faulty workmanship was used or exists in the SERVICE;
 - 23.1.2 There is no bug in the Functionality or Output which was deemed to have been configured, completed and accepted by the CLIENT user during the testing.
 - 23.1.3 The SERVICE complies strictly with the CONTRACT.
 - 23.1.4 **The Performance of the Custom developed reports or programs will not deteriorate below the acceptable levels set by the software OEM**
- 23.2 If the SERVICE or any part thereof is defective or fails to comply with the technical specification and requirements of the CLIENT during the warranty period, the CONTRACTOR will, without any charge to the CLIENT, correct the same to the satisfaction of the CLIENT based on the SLA. If the CONTRATOR delays remedial action, the CLIENT may have the fault remedied at its own discretion and for the cost of the CONTRACTOR.
- 23.3 Any faulty SERVICE during the warranty period will itself be subject to a further 6 (Six) month warranty period.
- 23.4 Both PARTIES' obligations in terms of this clause will survive the completion or termination of the CONTRACT.

24. PUBLIC LIABILITY INSURANCE

The indemnity limit under cover provided by SARCC is R6m any one claim and in the annual aggregate other than in respect of any one claim arising out of the possession or use of a weapon in which events the limit of indemnity hereunder is R1m any one claim. It is further important to note that the contractor remains vicariously liable for all the actions and omissions of its employees, agents acting within the course and scope of their duties and employment even on the premises of the client.

OR

24 INSURANCE

- 24.1 It is in the best interest of the contractor to obtain the necessary insurance cover commensurate with the risk it is exposed to. It is further important to note that the contractor remains vicariously liable for all the actions and omissions of its employees, agents acting within the course and scope of their duties and employment even on the premises of the Client.
- 24.2 The Contractor shall provide the following insurances and maintain same for the duration of the contract;
- a) The Employer's Common Law liability Insurance;
 - b) The Compensation for occupation Injuries and Diseases Act, No 130 of 1993, the Contractor shall produce proof of its registration of good standing with the Compensation Commissioner in terms of the Act;
 - c) Insurance for its assets against any damage, loss, theft and/or destruction irrespective of whether such damage, loss, theft and/or destruction arise through its negligence or not.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

d) Professional Indemnity Insurance

25. CESSION OR DELEGATION

- 25.1 Neither party shall cede or delegate any right or obligation under this contract nor enter into any sub-contract of whatever nature for the execution therefore or part thereof without the prior written consent of the other.
- 25.2 Should the Contractor apply to cede or assign the whole portion of the contract, the circumstances shall be reported to the Client. The Client shall be notified immediately of the Contractor's intention to cede and/or assign its business. The name(s) of the new company and its directors shall be furnished to the Client together with any other information reasonably required by the Client.
- 25.3 Under no circumstances shall it be taken for granted that the Client will approve of the session and/or assigning if the Client has not been provided with all the relevant details.
- 25.4 Should the Contractor proceed to change the composition, constitution or title of his company, or should a change in ownership take place during the course of the contract without the prior authority of the Client, the Client shall in terms of the provision clause 18.5, be entitled forthwith to cancel in it's entirety or any part of this agreement immediately by notice in writing to the Contractor.

26. INSOLVENCY AND DEATH

- 26.1 Should the Contractor commit any act of insolvency or being a natural person be sequestrated or assign, surrender or attempt to assign or surrender his estate or being a partnership be dissolved, or be liquidated or placed under judicial management or be wound up (whether provisionally or finally), no payments due and payable from that date shall be made by the Client to the Contractor direct, but only to the liquidator, trustee or judicial manager as the case may be of the estate.
- 26.2 Should the contract be cancelled due to the controlling member/s of the contractor dying, or being sequestrated, or become legally, mentally or physically incapacitated during the contract period in terms of clause 18.5, no payments due and payable from that date shall be made by the Client to the Contractor direct, but only to the executor or administrator of the estate as the case may be of the estate.

27. ADVERTISING AND TRADING

The Contractor acknowledges that it is acquainted with the provisions of section 14(2) of the Merchandise Marks Act, 1941 (Act No.17 of 1941), in terms of which it is prohibited from advertising the fact that is a contractor to the Client, unless the prior written authority of the Client is obtained.

28. NOTICES AND DOMICILIUM

- 28.1 The Client chooses as its **domicilium citandi et executandi** the following address (which shall not be a post office or poste restante), for all purposes arising out of or in connection with this contract, its breach or termination may validly be served upon or delivered-

PRASA
66 Jorissen Place
11th Floor
Braamfontein
JOHANNESBURG.

Tel No (011) 773-1600

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

27.2 The Contractor chooses as its **domicilium citandi et executandi** the following address (which shall not be a post office box or poste restante), for the same purpose:

.....
.....
.....
.....
.....
.....
.....

27.3 A party may change the address referred to in clause 28.1 or 28.2 by giving the other party notice in writing of the new address (which shall not be a post office box or poste restante).

27.4 Any notice given in terms of this agreement shall be in writing and shall if delivered by hand, be deemed to have received by the addressee one (1) day after on the date of delivery;

27.5 If posted by prepaid registered post, be deemed to have been received by the addressee ten (10) days after dispatch; or

27.6 If transmitted by telex or facsimile, be deemed to have been received by the addressee one (1) day after delivery;

27.7 Notwithstanding anything to the contrary contained in this agreement, a written notice or communication actually received by one of the parties from the other, including by way of telex or facsimile transmission, shall be adequate written notice or communication to such party.

29. CONFIDENTIALITY

29.1 The Contractor expressly undertakes to keep confidential and not to disclose to any person:

29.1.1 the details of this contract, the details of the negotiations leading to this contract, and the information handed over to such party during the course of negotiations, as well as the details of all the transactions or agreements contemplated in his contract; and

29.1.2 all information relating to the business or the operations and affairs of the parties (together “**confidential information**”);

without the prior written consent of the Client, which consent may be withheld.

29.2 The Contractor agrees to keep all information confidential and to disclose it only to those officers, directors, employees, consultants and professional advisors in its employ who:

29.2.1 have a need to know (and then only to the extent that each such person has a need to know);

29.2.2 are aware that the confidential information should be kept confidential;

29.2.3 are aware of the disclosing party’s undertaking in relation to such information in terms of this contract; and

29.2.4 have been directed by the disclosing party to keep the confidential information confidential.

- 29.3 The undertakings given by parties in relation to the maintenance and non-disclosure of confidential information in terms of this contract, do not extend to information that is required by the provisions of any law, statute or regulation or during any court proceedings and subject to the provisions of this contract, the party required to make the disclosure has taken all responsible steps to oppose or prevent the disclosure of and to limit, as far as reasonably possible, the extent of such disclosure and has consulted PRASA prior to making such disclosure.

30. INDEMNITY

- 30.1 The Contractor hereby indemnifies and holds harmless the Client against any loss, liability, damage, harm, which the Client may suffer and/or any claim which may be brought against the Client whether it be a claim by the Contractor, the Contractor's members, employees, agents, or representatives, or by any third party, or the estate of such person or entity; arising from or connected directly or indirectly to:
- 30.1.1 the Contractor's performance, non-performance or mal-performance of any of the terms of this agreement (including without limitation the provision, performance, rendering or supply of the Services, and the breach of any warranty contained in this agreement, or the use or occupation of the Premises, and/or the Service Area, or the Contractor not having disclosed any fact or circumstance material to this agreement, or the Contractor not having the necessary authority or approvals to enter into this agreement); and/or
 - 30.1.2 any act or omission of any or all of the Contractor's members, employees, agents, representatives, and/or suppliers;
 - 30.1.3 any damage to, loss of, and/or destruction of property belonging to or in the possession of a third party, harm, loss, theft, or destruction to property belonging to, in the possession of, and/or under the control of the Client;
 - 30.1.4 any harm, injury or death suffered or sustained by a third party, where such harm arises from, is connected to or is caused by an act or omission of the Contractor's employees, agents, representatives, or by an act of any third party where such act occurs near or within the proximity of any employee, agent, representative of the Contractor and such employee, agent, representative could or should have prevented same from occurring.
- 30.2 Such indemnity shall extend also to all expenditure, disbursements, and all legal costs on an Attorney and Own-Client basis which may be incurred by the Client as result of such loss, liability, damage or claim including without limitation the cost of opposing any action, motion, or prosecuting any appeal, and the cost of obtaining professional opinion relating to any aspect of same, as well as but not limited to any of the following:
- 30.2.1 any damage to the Client's property, whether movable or immovable;
 - 30.2.2 loss, harm, or destruction of property belonging to the Client, whether movable or immovable;
 - 30.2.3 liability in respect of any damage, loss, harm or destruction of property, whether moveable or immovable, belonging to the third party and/or third parties;
 - 30.2.4 liability in respect of death, injury, unlawful/wrongful arrest, malicious prosecution, assault, defamation, unlawful search, illness or disease to the third party, the Client employees and/or third parties.

BID DESCRIPTION: AS AND WHEN REQUIRED PROCUREMENT OF A SERVICE PROVIDER FOR TRACK MAINTENANCE WORK FOR A PERIOD OF 36 MONTHS	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: 03/2026/CTN/INFRA	

Signed by THE CONTRACTOR at CAPE TOWN on this day of 2026 in the presence of the undersigned witnesses.

_____ THE CONTRACTOR (.....) who warrants that he/she is duly authorized to sign	AS WITNESSES: (1) _____ (2) _____
--	--

Signed on behalf of THE CLIENT at on this day of 2010 in the presence of the undersigned witnesses.

_____ THE CLIENT (PASSENGER RAIL AGENCY OF SOUTH AFRICA)	AS WITNESSES: (1) _____ (2) _____
---	--