



**prasa**  
PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

## REQUEST FOR QUOTATION (RFQ)

**RFQ NUMBER: 10338101**

**REQUEST FOR QUOTATION (RFQ) FOR THE : PROVISION OF ULTRASONIC MEASURING CAR SERVICES IN THE METRORAIL GAUTENG PROVINCE ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF 12 MONTHS.**

## SECTION 1: SBD1

### PART A INVITATION TO BID

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

BID NUMBER:	...10338101.....	CLOSING DATE:	...27 MARCH 2023.....	CLOSING TIME:	...10:00AM
DESCRIPTION	PROVISION OF ULTRASONIC MEASURING CAR SERVICES IN THE METRORAIL GAUTENG PROVINCE ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF 12 MONTHS.				

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

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

**CNR LEYDS & SIMMONDS STREET  
BRAAMFONTEIN, JOHANNESBURG  
2000**

#### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	ALI MAUPA
TELEPHONE NUMBER	011 013 0169
E-MAIL ADDRESS	Ali.maupa@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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
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#### QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

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

### **1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER**
- 1.3. **PRESCRIBED IN THE BID DOCUMENT.**
- 1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

### **2. TAX COMPLIANCE REQUIREMENTS**

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

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



SIGNATURE OF BIDDER: .....

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

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

DATE: .....

**NB:**

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

## **SECTION 2**

### **NOTICE TO BIDDERS**

#### **1. RESPONSES TO RFQ**

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

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

#### **2 COMMUNICATION**

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

#### **3 BIDDERS COMPLAINTS PROCESS**

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

3.1.1 Bid/Tender Description

3.1.2 Bid/Tender Reference Number

3.1.3 Closing date of Bid/Tender

3.1.4 Supplier Name;

3.1.5 Supplier Contact details

3.1.6 The detailed compliant

#### **4 LEGAL COMPLIANCE**

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

#### **5 CHANGES TO QUOTATIONS**

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

#### **6 PRICING**

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

## **7 BINDING OFFER**

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

## **8 DISCLAIMERS**

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

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

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

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

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

## **9 LEGAL REVIEW**

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

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

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

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

## 11 PROTECTION OF PERSONAL DATA

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

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

## 12 EVALUATION METHODOLOGY

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

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

## 13 ADMINISTRATIVE RESPONSIVENESS

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

## 14 VALIDITY PERIOD

14.1 PRASA requires a validity period of .....**90.....Working Days** from the closing date.

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

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

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

## 16 RETURNABLE DOCUMENTS

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

### 15.1. Mandatory Returnable Documents

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

## SECTION 3

### 1 EVALUATION CRITERIA:

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

#### Stage 1A – Mandatory Requirements

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

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

No.	Description of requirement	
a)	Completion of ALL RFP documentation (includes ALL declarations)	
b)	Briefing Session Form D. Bidders must also reflect on the Compulsory Briefing Session Attendance Register	



## Stage 1B –Other Mandatory Requirements

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

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

No.	Description of requirement	
a)	Letter of Good Standing: COID.	
b)	Supply of valid SARS Pin	
e)	CSD supplier registration number	
f)	Joint Venture , Consortium Agreement or Partnering Agreement signed by all parties. The agreement should indicate the leading bidder where applicable (If applicable)	

## Stage 1C. Clause to Clause Compliance to technical Specification

If you do not complete the following table and you do not comply with the technical specifications your proposal will be disqualified automatically:

Clause to clause compliance to Technical specifications		YES / NO
SANS 3000-1 to 2,	Railway Safety Management	
E7/1	Standard specifications	
PRASA SHE Specification	Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and Applicable Regulations; including any subsequent amendments;	
E10	General Specifications for Railway Track work (1996)	
Track Manual	Manual for Track Maintenance (2000)	

## 2.1 Stage 2

### Functional Evaluation Criteria

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

Details of the scoring methodology presented above are outlined below:

### Functionality evaluation matrix & Criteria:

Details of the detailed scoring methodology are presented in the **Error! Reference source not found.** below:

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
<p>Organizational Experience</p> <p>Similar Projects for on-track Machines:</p> <ul style="list-style-type: none"> <li>• <i>Ultrasonic Measuring Car</i></li> <li>• <i>Tamping</i></li> <li>• <i>Screener package ( Stabilizer, Regulator, Screener, Tamper)</i></li> </ul> <p><i>(N.B. Provide an appointment letter for each successfully completed project/s in the following sequence:(on a company letterhead),</i></p> <ul style="list-style-type: none"> <li>- <i>Description of the project</i></li> <li>- <i>Client name</i></li> <li>- <i>Client contact (i.e. email and office number),</i></li> <li>- <i>Project start date</i></li> <li>- <i>Project end date</i></li> <li>- <i>Extension of time where applicable</i></li> <li>- <i>Contract value inclusive of VAT.</i></li> </ul> <p><i>Furthermore, attach completion certificates signed by client indicating the value and type of work performed</i></p>	30	<p>Score will be based on records of successfully completed similar projects in the rehabilitation of railway track with On-track machines of which details are provided.</p> <p>:0: No submission/Non-compliance = <b>0 points</b></p> <p>1 : 0 to 1 records of similar project = <b>6 points</b></p> <p>2: 2 records of similar projects = <b>15 points</b></p> <p>3: 3 records of similar projects = <b>21 points</b></p> <p>4: 4 records of similar projects = <b>25 points</b></p> <p>5: 5 records of similar projects and more = <b>30 points</b></p>
<p>Experience of key personnel (based on CVs submitted)</p> <ul style="list-style-type: none"> <li>• <i>Civil Engineering Technician/Project Manager</i></li> </ul>	20	<p>Score will be allocated as follows:</p> <p>0: No submission/Non-compliance = 0 points</p> <p>1: Listed one key staff member with a minimum of 4 years' related experience = 7 points</p>

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
<ul style="list-style-type: none"> <li>Track Inspector /Track Master</li> <li>Operator</li> </ul> <p>(N.B. Provide copies of original qualifications and certificates of professional bodies. The copies must be certified by commissioner of oath. The date on the stamp shall be three months or less old, before the closing date of the tender. If the qualification has been awarded in other language either than English, please provide translation in English)</p> <p>Evaluation will be done on all 3 personnel and maximum points shall be obtained on all 3. N.B. Each must have a minimum of 4 years experience</p>		<p>2: Listed two key staff members with a minimum of 4 years' related experience = 10 points</p> <p>3: Listed three key staff members with a minimum of 4 years' related experience = 14 points</p> <p>4: Listed three key staff members with a minimum of 5 years' related experience = 17 points</p> <p>5: Listed three key staff members with a minimum of 6 years' related experience = 20 points</p>
<p>Project Program (Work plan)</p> <p>(N.B. Provide project schedule in MS projects that meets the client's timeline requirements and the schedule to cover the following key Milestones:</p> <ul style="list-style-type: none"> <li>Completion of safety file</li> <li>Site Establishment</li> <li>Actual measuring activities.</li> <li>Practical completion</li> <li>Final works completion</li> <li>Maximum project duration of Twelve (12) Months</li> </ul>	10	<p>Score will be allocated for MS Project Schedule provided</p> <p>0: No submission/Non-compliance = <b>0 points</b></p> <p>1: Inadequate/ unrelated project schedule provided = <b>2 points</b></p> <p>2: Project schedule provided but no detailed activities indicated = <b>4 points</b></p> <p>3: Project schedule provided with activities indicated on the program aligned with the preferred duration of the project; = <b>7 points</b></p> <p>4: Project schedule provided with activities indicated on the program aligned with preferred duration of the project, showing the sequence</p>

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
		<p>of activities (i.e., Baseline and critical path) = <b>8 points</b></p> <p>5: Project schedule provided with activities indicated on the program aligned with the preferred duration of the project, showing the sequence of activities (i.e., Baseline and critical path), clear understanding of the scope of work and site challenges addressed = <b>10 points</b></p>
<p><b>Project Technical Approach /Methodology</b>  NB. Provide a detailed technical approach / methodology that is aligned to the scope of work / highlighting the risk/s and mitigation measures associated with working within the Rail environment.</p> <p>The Methodology, must cover the following elements:</p> <ul style="list-style-type: none"> <li>• Identification of risks and mitigation,</li> <li>• Work breakdown of activities,</li> <li>• Measurements &amp; assessment,</li> <li>• Quality assurance,</li> <li>• Plant and equipment</li> <li>• Transportation</li> </ul>	<p><b>20</b></p>	<p>The points for the project approach and methodology will be allocated as follows:</p> <p>0: No approach and methodology provided/Non-compliance = <b>0 points</b></p> <p>1: Methodology detailing less than 3 elements relating to the methodology = <b>4 points</b></p> <p>2: Methodology detailing 3 elements relating to the methodology = <b>8 points</b></p> <p>3: Methodology detailing 4 elements relating to the methodology = <b>14 points</b></p> <p>4: Methodology detailing 5 elements relating to the methodology = <b>17 points</b></p> <p>5: Methodology detailing 6 elements relating to the methodology = <b>20 points</b></p>

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
<b>Machine Availability</b>	<b>20</b>	<b>Bidders will be evaluated on the Availability of the Machine. Points for Machine Availability will be allocated as follows:</b>
Service offering (i.e Supply, Operate & Maintain and Measure and Plan)	10	No plan submitted: <b>0 point</b> 1. Supply of machine: <b>2 points</b> 2. Supply and operate the machine: <b>3 points</b> 3. Supply, operate and maintain the machine: <b>6 points</b> 4. Supply, operate, maintain and measure: <b>7 points</b> 5. Supply, operate, maintain, measure and plan: <b>10 points</b>
Lead time required before delivery of service	10	0. > 4 months: <b>0 point</b> 1. 3 – 4 months: <b>2 points</b> 2. 2 - 3 months: <b>3 points</b> 3. 1 - 2 months: <b>7 points</b> 4. < 1 month: <b>8 points</b> 5. Immediate: <b>10 points</b>
<b>Total</b>	<b>100</b>	

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

## 2.2 Stage 3 - Price and Specific Goals

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

The maximum points for this tender are allocated as follows:

DETAILS	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

## FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

## POINTS AWARDED FOR PRICE

### THE 80/20 PREFERENCE POINT SYSTEMS

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

#### 80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this RFQ	Returnables	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)
EME or QSE 51% Black Owned	Audited Annual Financial/ B-	04	

	BBEE Certificate / Affidavit		
Black People living in rural areas	Municipal/ESKOM bill or letter from Induna/ Chief confirming residential address not later than 3 months	04	
Black Youth Owned	Certified Copy of ID Documents of the Owners	04	
51% Black Owned	CIPC Documents/ B-BBEE Certificate/ Affidavit	04	
B-BBEE	BEE Certificate/ Affidavit (in case of JV, a consolidate scorecard will be accepted)	04	

## SECTION 4

### PRICING AND DELIVERY SCHEDULE

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

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

- 10 if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points;
- 11 if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points;
- 12 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFQ.

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

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

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

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

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

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

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

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



## SECTION 5

### PRASA GENERAL CONDITIONS OF PURCHASE

#### General

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

#### Conditions

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

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

#### Price and payment

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

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

#### Delivery and documents

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

Where items are to be delivered the Supplier:

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

## **Containers / packing material**

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

## **Title and risk**

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

## **Rejection**

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

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

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

## **Warranty**

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

## **Indemnity**

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

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

## **Assignment and sub-contracting**

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

### **Governing law**

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

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....  
 .....

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

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

whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## **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**

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#### **1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.2. POINTS AWARDED FOR PRICE

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>	
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

##### 3.3.1. POINTS AWARDED FOR PRICE

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>	
$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$	

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10



preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Returnables	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)
EME or QSE 51% Black Owned	Audited Annual Financial/ B-BBEE Certificate / Affidavit	04	
Black People living in rural areas	Municipal/ESKOM bill or letter from Induna/ Chief confirming residential address not later than 3 months	04	
Black Youth owned	Certified copy of ID Documents of the owners	04	
51% Black Owned	CIPC Documents/ B-BBEE Certificate/ Affidavit	04	
B-BBEE	BEE Certificate/ Affidavit (in case of JV, a consolidate scorecard will be accepted	04	

## DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

## SECTION 9

### CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING

Request number:	10338101
Request for Proposal:	PROVISION OF ULTRASONIC MEASURING CAR SERVICES IN THE METRORAIL GAUTENG PROVINCE ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF 12 MONTHS

#### Attendance

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

THUS DONE and SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
for / on behalf of PRASA

\_\_\_\_\_  
Designation

## Acknowledgement

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

THUS DONE and SIGNED at \_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_

**DULY AUTHORISED SIGNATORY(IES)      WITNESSES**

1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 3. \_\_\_\_\_

## **SECTION 10**

### **SCOPE OF THE DESIRED SOLUTION**

The scope of work entails the provision of ultrasonic measuring car services in the Metrorail Gauteng Province. The contract will be valid for a period of twelve (12) months for the contracted service provider to perform the measuring of ultrasonic rail defects using ultrasonic measuring car in line with the demand and Perway operational requirements, respectively. The Contractor shall do the work as directed by the Engineer or his representative and in accordance with the specifications set out in this tender/contract document.

### **DETAILS ON THE PREFERRED SOLUTION**

The preferred solution in addressing this challenge is by rehabilitation of the Perway system by procuring a service provider to render services of the provision of ultrasonic measuring car services for the Gauteng Province.

#### **4.1 TARGETED AREA BY THIS PROJECT**

The place of work shall be the Gauteng region (all corridors), the sequence of work shall be determined on an on-going basis based on operational requirements and availability of sites for outages. This will be communicated in time to the contractor/s.

#### **4.2 EXTENT AND COVERAGE OF THE PROPOSED PROJECT**

The project will be on an “as and when” required basis and will cover all the prioritised areas in the Gauteng South and North.

#### **4.3 OTHER RELATED PROJECTS**

- Replacement of rails.

- Maintenance of track with an on-track tamping machine
- Screener package (Stabilizer, Regulator, Screener, Tamper)

## ***1.SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED***

### **5.1 SPECIFICATION OF THE SCOPE OF WORK**

This specification covers the provision of ultrasonic measuring car services in the Metrorail Gauteng Province. The Contractor shall do the work as directed by the Engineer or his representative and in accordance with the specifications set out in this RFQ document.

#### **5.1.1 Contract area**

The contract area will be the track owned or maintained by PRASA RAIL within the limits of METRORAIL GAUTENG PROVINCE.

#### **5.1.2 Equipment**

A single vehicle Test Car fitted with the state of the art RFAS 2100 Ultrasonic Rail Flaw Analysis System to execute the rail defect detection services. The vehicle is to be fitted with a turntable to enable bi-directional testing of track and fast turning around in a track section.

The test carriage at the rear of the vehicle must have two (2) Roller Search Units (RSU's) on each rail providing a 10 probe channel configuration consisting of:

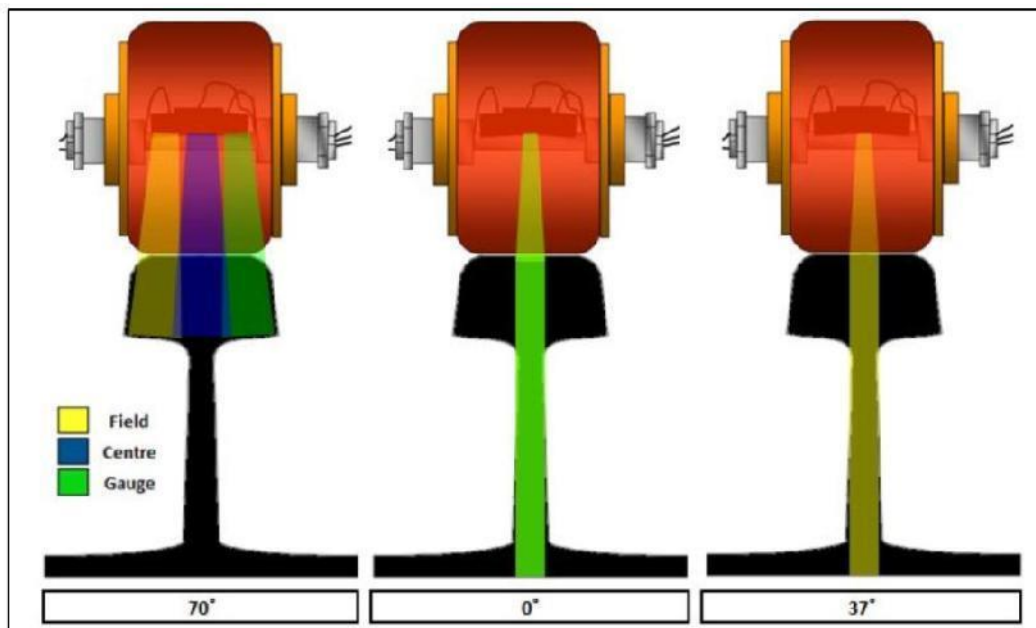
- 6 x 70 ° crystals: Three (3) forward and three (3) reverse scanning to cover the full rail head
- 2 x 37 ° crystals: One (1) forward and one (1) reverse scanning to cover centre of rail top to bottom).
- 2 x 0 ° crystals: One (1) positive gated pulse echo zero and one negative gated geometry to cover centre of rail top to bottom).

The configuration allows for 12 probe channels per rail as two are allocated as spares.

The rack module layout must provide for 2 additional channels, although the probes are fixed in the RSU wheel. All the probes must be 2.25 MHz and the system should operate on a Pulse Repetition Frequency (PRF) of 4mm.

### 5.1.3 Scanning coverage of the Rail profile:

The 70° probes scan the field, centre and gauge sides up to 60mm deep. The 37° probes scan the central portion of the rail over the entire height. The 0° probes interrogate the central portion from the top to the bottom of the rail.



The sensitivity levels of all channels must operate between 6 and 10 dB higher than required level as the system is used as a search unit. All RSU wheel probes must be monitored on a test jig to ensure 4dB maximum difference in range.

### 5.1.4 Hand sizing equipment to be provided and used:

- The OLYMPUS Epoch LT hand held flaw detector is used to verify exact location and size inside rail profile.

- OLYMPUS 20 x 22 AM2R – 2 MHz 70° probe
- OLYMPUS 20 x 22 AM2R – MHz 37° probe
- OLYMPUS PF2R – 10mm – 4 MHz 0° probe
- Soapy water couplant is to be used.

#### **5.1.5 Calibration certificates and procedures:**

The calibration procedure must be made available and could be audited at any time. Calibration certificate for handheld Flaw detector must be valid for 12 months from date of calibration and a copy thereof to be kept on the Ultrasonic Test Vehicle.

#### **5.2 Test results**

Rail defects must be marked according to Annexure 17 sheet 5 of the Manual for Track Maintenance 2000, with yellow oil-based paint and the unique number and size marked on the sleeper. Defects, all movements and surface conditions shall be logged on their respective sheets and also in a report containing additional information including and not limited to:

- Ultrasonic application
- Defect identification & classification
- Conclusions/recommendation

#### **5.3 To be provided by Metrorail**

The severity of defects to be determined by the Client's representative and thus will be responsible for the decision on the remedial action to be taken.

#### **5.4 Speed in Track:**

The vehicle should be capable of travelling up to 60km/h running free and a maximum



testing speed of 35km/h. Local conditions allow for a preferred test speed of 27km/h on tangent track and at 22km/h in curved track. Restricted track as experienced at turnouts and crossings can be done at approximately 7km/h to allow the Operator sufficient time to analyse the digital display of data. Prasa/Metrorail lines and Yard testing are done at a speed of between 7 and 10km/h due to the number of turnouts encountered.

### **5.5 Fuel and Water Ranges**

The fuel tank capacity should be more than 80 litre allowing a minimum of 200km testing inclusive of testing. The water tank capacity must be more than 1200 litres allowing up to 220km or 8 hours of testing at one time.

### **5.6 Track to be tested.**

The automated Rail Testing of track will be done on the main lines as required and turnouts will be covered only in the position it is set for travelling. No hand testing will be done on sections not covered by the ultrasonic vehicle, such as blades and frogs between multiple lines.

### **5.7 Night time testing**

The vehicle must be fully equipped to test safely at night with sufficient illumination inside the machine and around the working area.

### **5.8 Staff assigned to this project is as follows:**

The operator of the Rail Flaw Analysis system (RFAS2100) should be in possession of an ASNT Level 2 qualification. Copies of competency certificates to be made available on request.

### **5.9 RESPONSIBILITY OF PRASA RAIL IRO ULTRASONIC MEASURING CAR**

5.9.1 PRASA RAIL will endeavour to arrange occupations, measuring will take place during the night under total or between trains from 21:00 to 03:00 where practically possible on weekdays and weekends.

5.9.2 In the event of any occurrence giving rise to a claim under the Contractor's policy of insurance, advise the Contractor within forty-eight (48) hours of the occurrence thereof.

## **5.10 MAINTENANCE OF PLANT/ VEHICLE**

**5.10.1** Maintenance, servicing and mechanical repairs (hereinafter referred to as maintenance), of the machines, including all adjustments necessary to keep the machines in a roadworthy and operational condition are included in the agreement and shall be provided by the Contractor at his own cost.

**5.10.2** Should any machine provided by the Contractor break down or be involved in an accident while working on the prescribed sections of railway line in terms of this agreement, the Contractor shall, if that machine cannot be repaired within two (2) hours or is unable to proceed with its duties within two (2) hours, at his own cost, forthwith provide another vehicle in a roadworthy and operational condition to continue with its duty.

**5.10.3** The Contractor shall inform Prasa Rail as soon as practically possible of any of his machine working in terms of this agreement which has broken down or has been involved in an accident.

**5.10.4** The Contractor shall submit a monthly log sheet IRO all hours worked during the course of each machine duty. In the absence of a certified log sheet no payment shall be effected for any hours worked.

## **5.11 SAFETY**

5.11.1 The Contractor shall comply with requirements of safety legislation and regulations in all respects.

5.11.2 The Contractor shall prepare and submit to PRASA RAIL at the start of the contract, a comprehensive safety plan which shall also cover the following heading:

- Transportation of flammable or explosive materials.
- Transportation and/or equipment.
- Transportation of personnel.
- Storing flammable/explosive materials and/or equipment.
- The accommodation of staff to comply with health and public regulations.

5.11.3 The contractor is responsible to appoint the safety representative fulltime on the machine whose sole responsibility will be to manage and monitor safety related issues on site.

5.11.4 The Contractor will be responsible for all protective clothing and equipment for his employees.

5.11.5 Normal protection measures in accordance with the Protection Manual shall apply.

5.11.6 The contractor shall appoint at each work site a person whose sole task shall be to be on the lookout for approaching rail and road traffic. This employee shall operate an audible warning device to timorously warn all people on the work site of approaching rail and road traffic.

5.11.7 The warning device shall be such that its sound can be clearly and effectively heard above the noise on the work site by all personnel within a radius of 100m around the centre of each work site. The cost to the contractor of providing the lookout as well as the warning device shall be deemed to be included in the rates tendered and no separate payment shall be made.

## **5.12 PROTECTION OF WORKPLACES AND SECURITY ON SITE**

5.12.1 It is the responsibility of the contractor to provide security on site for equipment, material and personnel for the duration of the contract.

## **5.13 MEASUREMENT AND PAYMENT**

5.14.1 The unit of measurement for site establishment will be sum and cost to be paid once

to cover all the machine runs for the entire duration of contract.

5.14.2 The unit of measurement for both working and standing time will be per hour. Payment will only be made:

5.14.3 For actual hours worked, at the prices quoted in the Schedule of Rates, for working time.

5.14.4 For inclement weather, as indicated in the Schedule of Rates, this forms part of these documents

5.14.5 For certified travelling time, at prices quoted in the Schedule of Rates, for travelling time between sites. (Movement by road)

## **5.15 PAYMENT CERTIFICATES**

5.15.1 On or about the last day of each month, the Technical Officer will make a progress measurement of the work done in conjunction with the Contractor.

5.15.2 Thereafter the Project Manager will issue a certificate authorising payment of such sum of money as he may consider represents the value of the work referred to in 5.15.1

5.15.3 The Contractor shall be entitled to receive payment of the amount authorised in the said certificate within 30 days from the date of measurement or receipt of the Contractor's VAT- invoice, whichever is the later. Such payment will be regarded as an open payment, and both the certificate and payment will be subject to revision and adjustment by the Project Manager if at any time he is of the opinion that the certificate does not represent accurately the value of work completed or to correct previous over or under payments.

5.15.4 In the event of failure by PRASA to make payment within the time stipulated in clause 5.24.3, he shall pay to the Contractor interest at prime overdraft rate as certified by the Contractor's bankers upon all overdue payments of such certified amounts, from the date on which such payments should have been made. Interest payments shall not be applicable to corrections made in respect of previous over- or underpayments

## **5.16 CONSTRUCTION RELATED SECURITY**

### **5.16.1 Background**

5.16.1.1 The security situation within PRASA has changed significantly over the past five years resulting in PRASA being a constant target for of criminal elements. These incidents are also reflective of what transpires within the macro environment.

5.16.1.2 Since 1993 the theft of non-ferrous metals in South Africa has escalated to

unprecedented levels with annual losses running into billions of rand. Researchers on this phenomenon indicated that the increases in cable theft in the past years were mostly due to the fact that the price of copper had tripled in recent years.

5.16.1.3 However, the price of copper is not the only driver of this crime as other research point to drug related behaviour as a contributing factor. In this regard in the Western Cape it was found that perpetrators, who had been arrested, were in 75% of the incidents, under the influence of drugs when committing cable theft.

5.16.1.4 Since the beginning of 2015 the price of copper increased from 4569 USA Dollar to 7207 USA Dollar at the end of 2017. The price of copper decreased marginally from the beginning of 2019 to April 2019 and traded at a price of 6000 USA Dollar in July 2019 (At an exchange rate of R 13.94 on 19 July 2019 this was equal to R 83 640 per metric ton.) In other words, in the period April to June 2019 the price of copper increased with an increased incentive to criminal activities.

5.16.1.5 During the period 2015 to 2019 PRASA have had several incidents of Crime involving assets. In this regard the number of incidents related to overhead cable theft increased remarkably since 2017 to 2019. In this regard a significant increase took place in the last two years. In April, May and June 2019 a record number of 76 incidents took place.

5.16.1.6 With regards to Infrastructure theft/MDTP several incidents of crime were recorded for the period 2015 to 2019. Since 2016 a sharp increase in these crimes were recorded. In 2018 a total number of 803 incidents were recorded. For the period 2019, a slight decrease in incidents took place. In this regard 304 incidents for the half year 2019 took place.

5.16.1.7 During the period November 2018 to date PRASA had a significant increase in the Disabling Injury Frequency Rate (DFIR) which is the index used to measure injuries on duty for personnel. These increases are a confirmation that the perpetrators involved in theft and malicious damage to property of PRASA Assets are armed and determined to exploit assets for their personal economic gain.

5.16.1.8 The areas for the recovery of assets where the project will be executed is considered to be a high-risk area where criminal elements have striped the entire overhead cable infrastructure, substations, high sites and relay rooms.

5.16.1.9 The background provided above is aimed at sensitizing the bidders on the potential threats that they will be confronted with during the execution of the project.

5.16.1.10 It shall be noted that physical security measures alone will not be sufficient to counter the prevailing security threats as criminal elements will again target the assets as soon as they have been reinstated, as the geographic location of the assets are ideally situated for them to target them.

5.16.1.11 It is imperative that bidders contract a suitably qualified security contractor that will be able to provide a fully integrated security service rendering.

5.16.1.12 It shall be noted that the proposed measures are the bare minimum and bidders shall conduct their own risk assessments for mitigation of the risks.

## 5.16.2 MANDATORY SECURITY REQUIREMENTS

5.16.2.1 All security companies used by the Contractor shall be PSIRA registered with valid letter of good standing.

5.16.2.2 Security personnel shall all be PSIRA registered with a clear criminal record no criminal pending cases and preferably be sourced from the local community.

5.16.2.3 All security officials utilised in this project shall be South African Citizens.

5.16.2.4 All personnel employed by the Contractor including sub-contractors shall have undergone a Health and Safety Induction.

5.16.2.5 Permits to work (in line with Covid-19 regulations) shall be issued at the cost of the contractor to all personnel on that shall be signed and stamped by the authorized PRASA Official responsible for Risk Management.

5.16.2.6 The security to be provided by the contractor shall be responsible for both the appointed contractor's assets and PRASA's assets on site until the site is handed over to PRASA. A list of all functioning equipment that do not form part of this scope of work will be shared with the successful bidder and shall be signed off by both the successful bidder and PRASA's representative.

5.16.2.7 PRASA assets that shall be guarded by the contracted security includes Permanent way assets, All Train Authorisation on track elements, all train stations (with all assets included) along the section and all functioning equipment along the corridor.

5.16.2.8 Any lost or stolen material shall be replaced by the contractor at his own cost.

5.16.2.9 The contractor shall provide on-site security for personnel and material stock and should ensure that patrols are in place at the section handed over to the contractor and until the completed work is handed over to PRASA. No claims of material or losses shall be lodged with the client for stolen goods during the construction before the completed work is handed over to PRASA.

5.16.2.10 Furthermore, it is the contractor's responsibility to ensure that valuable metal i.e. copper is adequately protected while in transit to and from site.

5.16.2.11 The contractor shall make sure that all material removed from site is quantified, counted, logged in the site diary and that it is co-signed by a PRASA representative on site before it is removed from site.

5.16.2.12 Scrap metal removed from the section shall be adequately protected until it is delivered to PRASA's stores.

5.16.2.13 PRASA reserves the right to conduct ad-hoc inspections to ensure Compliance

### 5.16.3 Risks

5.16.3.1 Tabulated below are the associated security Risks and proposed mitigation measures. It should be noted that this are minimum risks identified and bidders shall be responsible for conducting their own risk assessment that will influence their quotations.

<b>Risk</b>	<b>Probability</b>	<b>Mitigation</b>
Project Hi-jacking – Regulation 9 30% Subcontracting. This includes the provision of security.	High	Social Facilitation to ensure community involvement and buy in. PRASA recommends an approach that involves the local community. Failure to ensure local involvement can result in serious work stoppages.
Theft of Installed equipment	High	Fit for purpose security with an integrated plan for assets installed and physical security at site office. Ensure protective measures for site with a access gate.
Hi-jacking of site	High	Armed Escorts to and

personnel vehicles		from the site
Armed Robbery of personnel on site and Storage Facility at site	High	Armed Guarding at site and site office with an armed response for mobilisation

#### 5.16.4 PROPOSED INTERVENTIONS

5.16.4.1 Minimum of 2 vehicles with armed response officers (2-4) per vehicle strategically deployed within the site. To supplement the vehicles, a suitable number of day and night visible officers on foot patrol is required.

5.16.4.2 Requisite equipment:

- Bullet proof vests;
- Spotlight;
- Night vision equipment;
- Torches;
- Tactical Radios (PTT with GPS and Panic Button). This should be the primary communication for all personnel on site.
- Handcuffs (disposable type) and other standard equipment;
- Firearms with extra magazine; and
- Any other equipment identified though the risk assessment.

#### 5.17 OVERALL STAFFING AND KEY PROFESSIONAL STAFF

5.17.1 The contractor shall provide qualified and experienced professional staff with the following key professional expertise.

- Team Leader/Project Director
- Track Inspector/Track Master
- Operator
- Construction Health and Safety Officer

#### 5.17.2 MINIMUM QUALIFICATION OF KEY PROFESSIONAL STAFF

##### Team Leader/Project Engineer

- Civil Engineering qualification (Degree, Diploma or N-level certificate)
- Minimum 3 years post experience in the Perway railway industry.
- Project Management qualification with 3 years minimum experience

### **Track Inspector/Track Master**

- All work shall be supervised by a fully qualified Trackmaster in possession of a valid Trackmaster certificate.
- Minimum 3 years' experience as a qualified Trackmaster.
- Minimum 3 years' experience in the Perway and Track work.

### **Operator**

- Qualified Operator for the operation of UMC with valid accredited qualifications in possession of an ASNT Level 2 certificate.
- Minimum 3 years post experience in the Perway railway industry.

### **Health and Safety Officer**

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

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

## **5.18 APPLICABLE SPECIFICATIONS**

The documents forming the contract are to be taken as complimentary to each other. In case of any discrepancy or inconsistency between contract documents, the order of precedence will be:

- a) SANS 3000-1 to 2, Railway Safety Management;
- b) SABS 1200NB Railway Sidings (Track work);
- c) EN13674-1, UIC 860-0, UIC 8610-1 or the latest equivalent standard;
- d) EN13848 - Railway applications – Track geometry quality or the latest equivalent standard;
- e) Standard specifications E7/1;
- f) Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and Applicable Regulations (SHE SPECIFICATION); including any subsequent amendments;
- g) E10: General Specifications for Railway Track work;
- h) E10/1: Laying of Rails;
- i) E10/2: Laying of sleepers;
- j) E10/4: Ballasting and alignment;
- k) Manual for Track Maintenance (2000); and
- l) Railway Safety Regulator Act (Act 16 of 2004)



## SECTION 11

### BOQ/ PRICING SCHEDULE

ITEM	DESCRIPTION	UNIT	RATE	AMOUNT
1.	<b>ESTABLISHMENT COST</b>	Item		
2.	<b>PRODUCTION RELATED ITEMS</b>			
2.1	Detection, measuring, and reporting of track defects: Weekdays	Km		
2.2	Detection, measuring, and reporting of track defects: Saturdays			
2.3	Detection, measuring, and reporting of track defects: Sundays and Public holidays			
3.	<b>OVERTIME (PROVISIONAL)</b>			
3.1	Overtime hours outside Tom of 8 hours per shift	Hr		
3.2	Overtime payment for Saturday when in excess of 5 out of 7 days worked consecutively.	Hr		
3.3	Overtime payment for Sundays and PPH when in excess of 5 out of 7 days worked consecutively	Hr		
4.	<b>SHIFT ALLOWANCE (PROVISIONAL)</b>			
4.1	Shift payment for Saturdays when working 5 out of 7 days	Hr		
4.2	Sift payment for Sundays and PPH when working 5 out of 7 days	Hr		
4.3	Night shift payment for night shifts between 19:00-05:00 (This payment is in addition to shift payments in terms 4.1 and 4.2 and 3.1-3.3)	Hr		
5	<b>LOST TIME (During campaigns) (Provisional)</b>			
5.1	Cancelled occupations	Days		
5.2	Inclement weather	Days		
6.	<b>LABOUR RATES (Provisional)</b>			
6.1	Senior Operator	Hr		Rate only
6.2	Operator	Hr		Rate only
6.3	Skilled labour	Hr		Rate only
6.4	Enhancement for overtime (Extra- over for items 6.1-6.4)			
6.5	Weekdays and Saturdays	%		0
6.6	Sundays and PPH	%		0
7.	<b>MOVEMENT BY ROAD (Provisional)</b>	Km		
	<b>TOTAL (VAT excl.)</b>			
	VAT @ 15%			
	<b>TOTAL (VAT incl.)</b>			

**NB: Prices to remain fixed for the duration of contract**