

Appointment of a contractor for Assessment, supply and installation of universal turnout concrete sleepers in the Gauteng Region on an “as and when” required basis for a period of 36 months



BID NUMBER: 30/11/2021/GAU-(PERWAY)

**REQUEST FOR PROPOSAL (RFP) FOR THE ASSESSMENT, SUPPLY AND
INSTALLATION OF UNIVERSAL TURNOUT CONCRETE SLEEPERS IN THE GAUTENG
REGION ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

CIDB GRADING: 6 CE OR ABOVE

BID NUMBER: 30/11/2021/GAU-(PERWAY)

CLOSING DATE	09 February 2022
CLOSING TIME	12h00
BID DOCUMENTS DELIVERY ADDRESS	PASSENGER RAIL AGENCY OF SOUTH AFRICA SHOSHOLOZA JUNCTION, Ground FLOOR CNR LEYDS AND SIMMONDS BRAAMFONTEIN JOHANNESBURG
BIDDER NAME
BID RETURN ADDRESS

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 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.
- Not necessarily accept the lowest priced Proposal or alternative bid;
- Not accept any response to the RFP or appoint a final bidder;
- Reject all proposals If It so decides;

- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP's closing date;
- Award a contract for only a portion of the proposed goods/ service/s/ works which are reflected in the scope of this RFP;
- Split the award of the contract between more than one Service Provider, should it at PRASA's discretion be more advantageous in terms of, amongst others, cost or development considerations;
- 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 for 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.

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 negotiate 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 the Respondent is awarded a contract or not.

SCHEDULE OF BID DOCUMENTS

SECTION NO	PAGE
SECTION 1 : NOTICE TO BIDDERS	
1 INVITATION TO BID	13
2 FORMAL BRIEFING	14
4 PROPOSAL SUBMISSION	14
5 DELIVERY INSTRUCTIONS FOR RFP.....	15
6 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS.....	15
7 COMMUNICATION	17
8 CONFIDENTIALITY	18
9 INSTRUCTIONS FOR COMPLETING THE RFP.....	19
10 RFP TIMETABLE.....	21
11 LEGAL COMPLIANCE.....	22
12 NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE	22
13 TAX COMPLIANCE	22
14 PROTECTION OF PERSONAL DATA.....	23
SECTION 2 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS	
1 INTRODUCTION AND BACKGROUND.....	24
2 OVERVIEW	24
3 KEY OBJECTIVES OF THE RFP.....	25
4 SCOPE OF WORK.....	25
5 EVALUATION METHODOLOGY	69
6 POST TENDER NEGOTIATIONS (IF APPLICABLE)	81
7 BEST AND FINAL OFFER.....	81
8 FINAL CONTRACT AWARD.....	82

9	FAIRNESS AND TRANSPARENCY	82
	SECTION 3 : PRICING AND DELIVERY SCHEDULE	83
1	PRICING	83
2	DISCLOSURE OF PRICES QUOTED	86
3	PERFROMANCE AND BID BONDS (WHERE APPLICABLE)	87
4	OWNERSHIP OF DESIGN	87
5	SERVICE LEVELS	87
6	TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES	88
7	FINANCIAL STABILITY	89
8	VALIDITY OF RETURNABLE DOCUMENTS.....	90
9	CERTIFICATE OF ACQUAINTANCE WITH RFP TERMS AND CONDITIONS	91
10	GENERAL CONDITIONS	93
11	CONDITIONS OF TENDER.....	98

LIST OF APPENDICES

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
SBD 4 DECLARATION OF INTERESTS	
SBD 5 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME	
SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017	
SBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS	
SBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	
SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION	

1 LIST OF ANNEXURES

Draft Contract	Annexure 1
RFP CLARIFICATION FORM	Annexure 2
Detailed Scope of Work (Project Specification)	Annexure 3
Format of the Performance Bond	Annexure 4
Local Content Annexures (Annexures C, D and E as well as guidance on the calculation of the Local Content SATS 1286; 2011 addition 1)	Annexure 5

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

3 INTERPRETATION

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

- 4.1 headings have been inserted for convenience only and should not be taken into account in interpreting the RFP;
- 4.2 any reference to one gender shall include the other gender;
- 4.3 words in the singular shall include the plural and vice versa;
- 4.4 any reference to natural persons shall include legal persons and vice versa;
- 4.5 words defined in a specific clause have the same meaning in all other clauses of the RFP, unless the contrary is specifically indicated;
- 4.6 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;
- 4.7 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;
- 4.8 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
- 4.9 this RFP shall be governed by and applied in accordance with South African law.

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:

- 5.1 “Accounting Authority” means the Board of PRASA;
- 5.2 “Contract” means the Contract to be entered between PRASA and the successful Bidder for the provision of the *services* procured in this RFP.
- 5.3 “Bid” means the Bid to the RFP submitted by Bidders;
- 5.4 “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;
- 5.5 “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;
- 5.6 “Black Equity” means the voting equity held by Black People from time to time;
- 5.7 “Black People” means African, Coloured and Indian South African citizens, and “Black Person” means any such citizen;
- 5.8 “Black Woman” means African, Coloured and Indian South Africa Female citizen;
- 5.9 “Briefing Note” means any correspondence to Bidders issued by the PRASA;
- 5.10 “Business Day” means any day except a Saturday, Sunday or public holiday in South Africa;
- 5.11 “Bidders” means individuals, organisations or consortia that have been submitted responses to the RFP in respect of the tender;
- 5.12 “Consortium” means any group of persons or firms jointly submitting a Bid as Bid to this RFP and “Consortia” means more than one Consortium;
- 5.13 “Contractor” the successful Bidders who has signed a Contract with PRASA in terms of this RFP.
- 5.14 “Closing Date” means the closing date for submission of bids/ Proposals by Bidders which is **09 February 2022 @ 12H00;**
- 5.15 “Project” means this project for the Assessment, supply and installation of universal turnout concrete sleepers in the Gauteng Region on an “as and when” required basis for a period of 36 months;
- 5.16 “RFP” means the Request for Proposals issued by PRASA for this tender; and

5.17 “Scope of Work” means the scope of work for this project as detailed out in the RFP technical specifications.

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	Assessment, supply and installation of universal turnout concrete sleepers in the Gauteng Region on an “as and when” required basis 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 and also from Prasa website at www.prasa.com With effect from 15 December 2021
ISSUE DATE	15 December 2021
COLLECTION DATE DEADLINE (if applicable)	Not applicable
COMPULSORY BRIEFING SESSION	14 January 2022 @10h00 AM
BRIEFING SESSION ADDRESS	Passenger Rail Agency of South Africa Shosholoz Junction, 6 TH Floor Boardroom CNR Leyds and Simmonds Braamfontein Johannesburg
CLOSING DATE	09 February 2022 @ 12H00 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	90 Business 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	18 January 2022 @ 16h00
CLOSING DATE FOR RESPONSES	21 January 2022 @ 16h00

CONTACT PERSON

Ms. Gloria Mokgobi

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

2 FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted face to face at the following address: Passenger Rail Agency of South Africa; Shosholoz Junction, 6TH Floor Boardroom; CNR Leyds and Simmonds; Braamfontein; Johannesburg on the 14 January 2022 @10h00 AM, at 10H00 **AM**.

Respondents to provide own resources.

The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

3 BRIEFING SESSION MINUTES AND NOTES

- 3.1 PRASA will issue briefing session minutes or notes together with the response to the clarification questions within **3 working** days from the date of the briefing session.
- 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 must be submitted to PRASA in a sealed envelope addressed as follows:

The Secretariat / Tender Office

RFP No: 30/11/2021/GAU-(PERWAY)

Description of Bid: Assessment, supply and installation of universal turnout concrete sleepers in the Gauteng Region on an “as and when” required basis for a period of 36 months

Closing date and time: 09 February 2022 @12h00

Closing address: Passenger Rail Agency of South Africa; Shosholoza Junction; CNR Leyds and Simmonds; Braamfontein; Johannesburg.

5 DELIVERY INSTRUCTION FOR RFP

Delivery of Bid

The Bid envelopes must be deposited in the PRASA tender box which is located at the main entrance of the SHOSHOLOZA MEYL JUNCTION and must be addressed as follows:

The Secretariat / Tender Office
Metrorail Adjudication Committee Tender Box
Passenger Rail Agency of South Africa
Shosholoza Meyl Junction
6th Ground Floor
CNR Leyds and Simmonds
Braamfontein
Johannesburg

In addition, all bidders must make sure that they sign tender submission register and they receive a signed receipt as proof of submission.

6 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS

As explained in more detail in the attached SBD 6.1 (BBBEE Preference Points Claim Form) in and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that PRASA will award “preference points” to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific codes (if applicable).

Note: Failure to submit valid and original (or a certified copy of) proof of the Respondent’s compliance with the B-BBEE requirements stipulated in this RFP (the B-BBEE Preference Points Claim Form) at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.

6.1 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, must state their intention to do so in their RFP submission. Such Respondents must 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 must 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 must 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.

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by **SBD 6.1** [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

Note: Failure to submit a valid and original B-BBEE certificate for the JV or a certified copy thereof at the Closing Date of this RFP will result in a score of zero being allocated for B-BBEE.

6.2 Subcontracting

As an organ of state, PRASA fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators¹.

- an EME or QSE;
- an EME or QSE which is at least 51% owned by Black People;
- an EME or QSE which is at least 51% owned by black people who are youth;

¹ The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

- an EME or QSE which is at least 51% owned by black people who are women;
- an EME or QSE which is at least 51% owned by black people with disabilities;
- an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships;
- an EME or QSE which is at least 51% owned by black people who are military veterans;
or
- a cooperative which is at least 51% owned by black people.

A bid that fails to meet this pre-qualifying criteria will be regarded as an unacceptable bid. Respondents are required to select suppliers to subcontract to from a list that PRASA will make available listing all suppliers registered on the approved database of National Treasury for the required goods/services in respect of the applicable designated groups. The list is attached as **Annexure**

Respondents are required to submit proof of the subcontracting arrangement between themselves and the subcontractor. Proof of the subcontracting arrangement must include a subcontracting agreement.

Respondents are to note that it is their responsibility to select competent subcontractors that meet all requirements of the bid so that their bid is not jeopardised by the subcontractor when evaluated. Respondents are responsible for all due diligence on their subcontractors.

Respondent/s are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where a Respondent intends to subcontract with their subsidiary this must be declared in their bid response.

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.

In terms of SBD 6.1 of this RFP [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

7 COMMUNICATION

- 7.1 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 Gloria.Mokgobi@prasa.com before 16H00 on 18 January 2022, substantially in the form set out in Annexure 2 hereto.
- 7.2 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 briefing session. For this purpose PRASA will communicate with Respondents using the contact details provided at the compulsory briefing session.
- 7.3 After the closing date of the RFP, a Respondent may only communicate in writing with the Bid Secretariat, at telephone number [011] 013 0343 or email: metrorailgptenders2@prasa.com on any matter relating to its RFP Proposal.
- 7.4 Respondents are to note that changes to its submission will not be considered after the closing date.
- 7.5 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.

8 CONFIDENTIALITY

- 8.1 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 must be obtained from PRASA.

8.2 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.

9 INSTRUCTIONS FOR COMPLETING THE RFP

9.1 All responses to the RFP must be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical, compliance and BBBEE response and the second envelop/box shall only have the financial response. Bidders must ensure that they do not indicate any financial information in the first envelop/box **except Part B (Local Production and Content response)**. PRASA may disqualify Bidders who fail to adhere to this requirement.

9.2 Bidders are required to package their response/Bid as follows to avoid disqualification:

Volume 1 (Envelop 1/Package 1)

- **Part A1:** Compliance Response and B-BBEE Response – Bidders must submit 1 original response and 1 copy.
- **Part A2:** Local Production and Content response (declaration documents: SBD 6.2 and Annexure C). Bidders must submit 1 original response and 1 copy.
- **Part B:** Technical or Functional Response (response to scope of work) - Bidders must submit 1 original response and 4 copies.

Volume 2 (Envelop 2/ Package 2)

- **Part C:** Financial Proposal [Form C and Bill of quantities (BOQ)] - Bidders must submit 1 original response and 1 copy.

Volume 2 Has to be submitted in a separate sealed envelope. Bidders must make their pricing offer in envelop 2/package, no pricing and pricing related information should be included in the Volume 1 envelop 1 except Part B (Local Production and Content response).

- 9.3 Bidders must submit 1 original response and 1 copy adopting two sealed envelopes/boxes system.
- 9.4 Bidders must ensure that their response to the RFP is in accordance with the structure of this document.
- 9.5 Where Bidders are required to sign forms they are required to do so using a black ink pen.
- 9.6 Any documents forming part of the original responses to RFP but which are not original in nature, must be certified as a true copy by a Commissioner of Oaths.
- 9.7 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 must be neatly and functionally bound, preferably according to their different sections.
- 9.8 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.
- 9.9 The responses to RFP formulation must be clear and concise and follow a clear methodology which responses to RFP must explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- 9.10 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.
- 9.11 Information submitted as part of a responses to RFP must as far as possible, be ordered according to the order of the required information requested by PRASA. All pages must be consecutively numbered.
- 9.12 Responses to RFP must 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.

- 9.13 Response to RFP documents are to be submitted to the address specified in **Section 5 (DELIVERY INSTRUCTION FOR RFP)** above, and Bidders must 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.
- 9.14 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.
- 9.15 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.
- 9.16 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 the evaluation.**

10 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	15 December 2021
Compulsory Briefing Session for Bidders	14 January 2022 @10h00 AM
Closing date for Questions	18 January 2022@ 16H00 PM
Closing date for Responses	21 January 2022@ 16H00 PM
Closing Date for Submission of final Bid	09 February 2022 @12H00 PM

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

11 LEGAL COMPLIANCE

Bidders must ensure that they comply with all the requirements of the RFP and if Bidders fail to submit any of the required documents, such Bids shall, at the sole discretion of PRASA, be disqualified the Bidder. PRASA reserves the right to call a Bidder to provide additional documents which PRASA may require from a Bidder which have not been submitted to PRASA.

Respondents must ensure that they comply with all the requirements of the RFP and if Bidders fail to submit any of the required documents, such Bids shall, at the sole discretion of PRASA, be disqualified.

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.

12 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:** _____.

13 TAX COMPLIANCE

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).

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.

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

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 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

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.

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:_____.

14 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.

SECTION 2

Annexure 3

5. SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

This section will cover the technical capabilities, constraints, and other specific performance required of the product or services to accomplish the assessment, supply and installation of universal turnout concrete sleepers.

5.1 SPECIFICATION OF THE SCOPE OF WORK

This specification covers the on-site supply and installation of universal turnout concrete sleepers in the PRASA Rail Gauteng Region. The Contractor shall do the work as directed by the Engineer or his/her representative and in accordance with the specifications set out in this tender/contract document. (Also see E.10/2 from Manual for Track Maintenance 2000 that will form part of the tender documents).

5.1.1 Replacement of turnout sleepers

5.1.1.1 The Contractor shall be required to replace existing turnout sleepers with new Universal Concrete turnout sleepers in accordance with the new Infra-Bolt concept. It shall include the supply of all universal sleepers, Infra-Bolts, HDPE pads, Flat P2 sleepers (24 per turnout), Gauge Plate Insulators (GPI's), E2006 clips, HDPE pads for flat P2 sleepers and epoxy material in a Supply-and-Fit Contract, inclusive of all labour, equipment, and materials.

5.1.1.2 The Contractor shall be expected to rectify the geometry of each turnout, remove existing turnout sleepers, sleepers in front and behind turnout, measure and core holes in new universal sleepers for fastenings, install universal sleepers as well as all tamping, alignment and ballast work. Replacement of sleepers shall be required for complete turnouts consisting of the 5 panels of a turnout. The panels are the 6m closures before the turnout (8 Flat P2 sleepers), Stock-and-Switch panel, Leads-and-Closure panel, Crossing/Stock-and-Guard panel and 6m closures behind turnout on the straight as well as the turnout (16 Flat P2 sleepers). The Crossing/Stock-and-Guard panel shall mean to include all the non-standard sleepers at the back of it. A standard sleeper shall imply a standard PY, FY, P2, F4, P84, P54 or “flat” sleeper.

5.1.1.3 On a 1:12 turnout the number of non-standard sleepers shall therefore be a maximum of approximately 54 in number and a maximum total length of approximately 161m of sleeper. The tender price per turnout for 1:12 should however be based on 135m for a 1:12 turnout. Adding or subtracting sleepers at the tendered unit price per metre will then make corrections for actual length replaced per turnout.

5.1.1.4 The Sleeper replacement on 1:12 (standard and self-normalizing) turnouts may be required. Rail mass of the turnouts shall be 48/57/60kg.

5.1.1.5 Repairs to existing concrete sleeper turnouts by replacement of individual damaged concrete sleepers will also be required on a limited scale.

5.1.1.6 Details of the turnouts for which the sleepers are required to be replaced with Concrete Universal Sleepers are contained in Annexure 1 attached. This will be the workload for the contract.

5.1.1.2 Universal Concrete Sleepers

5.1.1.2.1 Only one type of sleepers will be required to be handled and installed i.e. existing turnout sleepers to be removed and replaced with Universal Concrete sleepers. Reference to this sleeper shall mean a Universal Concrete Sleeper for which the positions of bolts for the fastenings are to be measured on each sleeper for each turnout of which the sleepers are to be replaced.

5.1.1.2.2 Strict adherence at all times to the Installation Procedure for Universal Sleepers will be required. See Annexure 2 attached.

5.1.1.2.3 These measurements shall be made after the Contractor has rectified to the geometry of the turnout within the A-standard. Rectification of the geometry shall include vertical and horizontal alignment, gauge and sleeper spacing.

5.1.1.2.4 These measurements shall then be used as follows:

5.1.1.2.4.1 The Contractor shall use these measurements to core holes in the Universal Sleepers to

receive infra-bolts at all designated positions in accordance with the Installation Procedure contained in Annexure 2 attached.

- 5.1.1.2.4.2 PRASA Rail Gauteng shall be responsible for replacing worn and or damaged parts on the steelwork, buttresses, chairs, blocks, bolts etc. of each turnout before repair to the geometry of the turnout by the Contractor starts.
- 5.1.1.2.4.3 If the steelwork or any part thereof of a turnout handed to the Contractor by a depot for replacement of sleepers is not in such a condition as to allow the Contractor to complete the work within the A-standard, then the Contractor shall refuse to proceed with any work on that specific turnout. In such an event the Project Manager must be advised immediately.
- 5.1.1.2.4.4 The repair of the geometry of each turnout shall be an item, which shall be separately priced per turnout.
- 5.1.1.2.4.5 The measurement of each turnout shall also be an item, which shall be separately priced per turnout.
- 5.1.1.2.4.6 The removal of existing sleepers and installation of the Universal Concrete sleepers shall also be an item, which shall be separately priced per turnout.
- 5.1.1.2.4.7 The screening of the ballast on a turnout prior or after installation of sleepers shall also be an item, which shall be separately priced per turnout.
- 5.1.1.2.4.8 The installation of standard flat PY sleepers on a turnout together with installation of universal sleepers shall also be an item, which shall be separately priced per turnout.
- 5.1.1.2.4.9 Transportation by road of blank universal sleepers, bolts and pads from suppliers to the station nearest to point of installation in the event of non-availability of rail wagons shall also be an item, which shall be separately priced.

5.2 NATURE OF WORK

5.2.1 This contract covers replacement of existing wooden and concrete turnout sleepers and the removal of released material, on lines owned or operated by PRASA Rail.

5.2.2 The contractor will be required to work “between trains” occupations of not more than 2 hours duration each. Several such occupations may be granted per day. Normal protection measures in accordance with the Protection Manual shall apply.

5.2.3 All turnouts where sleepers have to be replaced are in restricted areas, meaning multiple lines, cuttings or embankments. Material can be off-loaded in all instances next to the railway-line, within 100-meters from the constructions site and trolleyed to the construction site.

5.2.4 The quality of all materials to be used shall be specifically pre-approved by PRASA.

5.2.5 The Contractor shall provide FOR all transport for the supply of the blank universal sleepers, infra-bolts and pads from suppliers to the site to point of installation in accordance with the Contractors programme. The Contractor shall unload and transport the new sleepers to point of installation and perform the complete process of replacement which shall include boxing out of ballast, loosen existing fastenings, removing the existing sleepers, rectifying geometry, measuring fastening positions, coring for infra-bolts and install the new sleepers and fasten the rails to the sleepers, lift, align, tamp to the A-standard and restore ballast profile to correct standard and remove the released material from section to be stacked at a designated site.

5.2.6 PRASA Rail reserves the right to adjust quantities to conform to budget constraints

5.2.7 Standard of work

5.2.7.1 Initial standard of turnout

If the steelwork or any part thereof of a turnout handed to the Contractor by PRASA Rail for replacement of sleepers is not in such a condition as to allow the Contractor to complete the work to within the A-standard then the Contractor shall refuse to proceed with any work on that specific turnout. In such an event the Project Manager must be advised immediately.

5.2.7.2 Final Standard of turnout

On completion of sleeper replacement work, all fastenings as per specification shall be in place and the turnout shall comply with the A-standard as the Final Standard of turnout.

5.2.7.3 Adjustment of Final Standard

The Turnout Sleeper Replacement Contractor shall remain ultimately responsible for final quality of each project where sleepers were replaced unless proven by him that failure to meet quality standards is due to non-performance of PRASA Rail.

In the event that the sleeper supply and installation on the first 3 turnouts completed under the Contract by the Contractor does not meet with the Contract Specifications then work on further turnouts shall be halted by the Contractor until such time that quality problems on the first 3 (Three) turnouts has been addressed to the satisfaction of the Project Manager. For the remainder of the Contract period and work the same condition shall apply to any 3 consecutive turnouts worked upon. During the remainder of the contract period this condition shall also apply to any subsequent 3 (Three) turnouts.

5.2.7.4 Non-Performance.

In the case of failure by the Contractor to execute the work in accordance with the contract document, PRASA Rail shall reserve the right to appoint a service provider to remedy damages on the account of the Contractor.

Monies owed to the Contractor for work done and accepted up to the time of stoppage, shall first and foremost be applied by PRASA Rail to remedy the non-performance of the Contractor in terms of the contract for purpose of limiting damages to PRASA Rail.

5.3 CONTRACT AREA

5.3.1 The contract area shall include all lines owned or maintained by PRASA. The Contractor will be required to work on site at any place within the contract area. This Contract will focus on the

lines owned or maintained by PRASA in the PRASA Rail Gauteng Province.

5.3.2 For this purpose, the Technical Officer shall arrange for a Depot Project Planning meeting 1 month in advance of the Contractor's team arriving in the PRASA Rail Gauteng Province to discuss all issue relating to the particular project. This meeting shall involve all the local role players and will focus on production and occupation aspects of all work required for the replacement of the sleepers of the turnout.

5.3.3 The location of the turnouts will be shown to the successful contractor, as this will depend on occupation and the initial standard of the turnout.

See annexure A attached.

5.3.4 PRASA Rail reserves the right to increase or decrease the volume of work to conform within budget.

5.4 DURATION OF CONTRACT

5.4.1 The Contractor should be able to commence once all necessary documentation and application for occupation have been completed. Thirty (30) days upon receipt of official written notice from a Project Manager. PRASA Rail reserves the right to extend the period if occupations are not granted as requested.

5.4.2 The duration of the contract will be 36 months from the award date or appointment letter signed by the contractor. This will be guided by the availability of occupations and the working program of the contractor.

5.4.3 The contractor shall submit exact and clear details of how he intends to execute all three aspects of the work i.e., repairing geometry, measurement as well as installation of Universal Concrete Sleepers. This detail shall include what equipment he intends using and number as well as level of staff he intends using on site.

5.4.4 The Contractor shall also submit a work program based on Annexure 1 with the tender indicating the sequence in which work at the various depots will be executed, number of weeks to be

spending at each depot, as well as the start and finish week for each depot.

Annexure 1 will be provided to the successful tenderer on receiving of the contract document.

5.5 SAFETY

5.5.1.1 All work in this contract shall comply with the Occupational Safety Act No 85 of 1993, National Environmental management Act 107 of 1997 Act and construction regulation 2014. These items shall all be included in the tendered rates.

5.5.1.2 A copy of the act as well as an approved safety file shall be kept on site for the duration of the project.

5.5.1.3 The Contractor shall comply with all applicable legislation and PRASA's safety requirements adopted from time to time and instructed by the Project Manager. Such compliance shall be entirely at the contractor's cost and shall be deemed to have been allowed for in the rates or total prices in the contract.

5.5.1.4 The Contractor shall report all incidents in writing to the Project Manager. Any incident resulting in the death of or injury to any person on the works shall be reported within 1 hour of its occurrence and any other incident shall be reported within 24 hours of its occurrence.

5.5.1.5 All personnel employed by the Contractor shall have undergone a Health and Safety Induction.

5.5.1.6 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.

5.5.1.7 The contractor shall ensure that all COVID - 19 protocols are adhered to.

5.5.1.8 The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipment.

5.5.1.9 The safety file will be approved only after all the requirements on the checklist are met. WITS_LIB/RISK_MGT/SHE File Checklist (version 3) is attached in this regard.

5.5.1.10 All work shall at all times comply with the E7/1 Specification attached hereto.

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

5.5.1.12 An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Contractor and implemented before any work commences. This procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a works site before work proceeds.

5.5.1.13 The contractor shall be responsible for the safety of personnel on site. The following shall also form part of the safety plan:

- Transportation of equipment and personnel.
- Transportation, storage and handling of hazardous equipment
- The site access certificate shall only be issued (to the successful bidder) after the evaluation and approval of the safety file.

5.5.1.14 It is the requirement of this contract that the contractor should provide PRASA with a detailed safety plan prior to being issued with a site access certificate, in accordance with the latest version of the OHS Act and the SPK7 and the E4E.

5.6 GENERAL

5.6.1 The Contractor shall ensure that all staff working on or with the contract are adequately trained,

so as to comply with any relevant safety and quality requirements.

5.6.2 Flagman must be officially trained, evaluated and certified competent, (TETA -ASSR 463972 (Accreditation no: TETA 1186) and Transnet 407 – Item Number 37/270451 - "Certificate of Competency") by a designated competent person, before being used on protection duties. This certificate of competency shall remain valid for two (2) years only after, which re-testing and re-certification of competency will be required.

5.6.3 PRASA Rail shall assist the contractor with the training of flagman on the contractor's account/cost.

5.6.4 Flagmen that are already qualified will be tested by PRASA representative and if found not competent will not be allowed to form part of the contractor's team.

5.6.5 PRASA Rail Regional Engineer remains ultimately responsible in terms of the requirements of Act 85 for the safe working environment of his/her own personnel as well as contractor's personnel within the track maintenance environment on his/her depot.

5.6.6 The Regional Engineer is therefore also responsible for ensuring that any changes in the Protection Procedures that may occur over time are effectively communicated to any flagmen prior to them being used for Protection Duties.

5.7 HOURS AND DAYS OF DUTY / OCCUPATION

5.7.1 Work shall proceed during weekdays from 08h00 to 15h30 and or over weekends from 07h00 to 17h00. Most of work will be done during weekend occupation especially where there are only two railway lines. Over-time, work on public paid holidays, Saturdays and Sundays shall only be required in exceptional cases.

5.7.2 Work outside of normal working hours shall not be paid against overtime rates unless:

5.7.2.1 Agreed upon by the Project Manager in writing before the start of the any project task.

5.7.2.2 The contractor can prove PRASA Rail's accountability for delays resulting in overtime being required.

5.7.3 Work shall proceed under “total occupation” or “between trains occupation”. If work is executed

under “between trains occupation” work shall proceed in such a way that normal rail traffic can be allowed, on short notice, to pass safely over the work site at a speed of 30km/h.

5.7.4 The Contractor shall provide for sufficient resources to complete the replacement of all the sleepers of one 1:12 turnouts within one workday without the use of overtime.

5.8 TO BE PROVIDED BY THE CONTRACTOR

5.8.1 The contractor shall submit with his/her tender a detailed method statement and sequenced program based on Annexure 1 of how he proposes to execute the work. This shall include detail of number and grades of staff and equipment that he intends using. On award of the tender the Contractor’s first task under the Contract shall be to agree with the Project Manager on a Final Work Program to be followed. This must be done within 7 days from date of award.

The Contractor shall supply all Universal Concrete Sleepers, Infra-Bolt systems HDPE Pads and Prostruct 30/35 Quickset Structural Adhesive epoxy as per Annexure 2 from the factory to station nearest to point of installation by road transport.

Any damage to sleepers by the contractor will be at the contractor’s cost.

5.8.2 The Contractor shall do a pre-inspection of all turnouts for purpose of planning each project.

5.8.2.1 The pre-inspection shall include determining the exact material details required for replacement of the turnout sleepers as well as determining other preparation aspects to be attended to by PRASA Rail for the successful completion of each project. Recording all relevant information from the pre-inspection on the set evaluation form as per ANNEXURE 3 and making all relevant info available to PRASA Rail shall complete the pre-inspection.

5.8.2.2 The requirement for sleepers, bolts, HDPE pads and Epoxy thus determined, shall be used by the Contractor to procure all materials for the proper completion of each project. On request by the Contractor PRASA Rail will make available a Free-on-Rail facility for the transport of these materials and equipment to the station nearest to point of installation

5.8.2.3 The requirements for preparation by PRASA Rail shall be made available to the Regional Engineer, copy to the Technical Officer in writing to enable the depot to timeously complete all

preparations before date of installation.

5.8.3 The total cost of executing the pre-inspection (See Clause 5.2.4) as well as the detail planning session (See Clause 5.3.3) per turnout as prescribed shall be included in the rates tendered and no separate payment shall be made for this.

5.8.4 The Contractor shall in addition to what is stipulated in the Conditions of Contract for Maintenance of Railway Track (E5), provide the following facilities:

5.8.4.1 Stabling of vehicles and equipment

The vehicles and equipment may at times be stabled over night at the workplace or in station yards near the workplace. Whatever the case may be, the Contractor shall in all instances be responsible for security of the machinery and his/her staff. The cost to provide such security will be deemed included in the rates tendered and no separate payment will be made.

5.8.4.2 Safety and sabotage

When staged overnight in the vicinity of railway lines all vehicles, equipment and material shall be secured in such a way that it cannot be found and placed on the track by vandals.

5.8.4.3 Storage and transport of dangerous substances

5.8.4.3.1 The Contractor shall provide such safe storage facilities as might be required by law for dangerous or flammable substances and/or equipment.

5.8.4.3.2 The Contractor shall comply with all legal requirements with regard to the transport of such dangerous substances and or equipment.

5.8.4.3.3 Suitable, adequate and functional firefighting equipment shall be available at all times for the duration of the contract. Competent and trained people shall be appointed and be available to operate such equipment in case of fire.

5.8.4.4 Tools and Equipment

- 5.8.4.4.1 The contractor shall supply all tools and equipment required for and during the execution of the work. Correct equipment shall be used e.g. panpuller instead of hammer/beater to install or remove fastenings. Also see Annexure 2
- 5.8.4.4.2 The Contractor shall supply, maintain and operate all labour, equipment and materials associated with the work. The Contractor shall also be responsible for all logistics required in order to achieve accurately installed Infra bolts.
- 5.8.4.4.3 The contractor to provide a site diary and a log book (Triplicate form) on site at all times.

5.9 TO BE PROVIDED BY PRASA RAIL

PRASA Rail will supply the following to the Contractor free of charge:

- 5.9.1 A Formal Installation Procedure for the installation of Universal Sleepers including quality standards for acceptance and rejection. See Annexure 2.
- 5.9.2 A Track Master to be in charge of the protection arrangements on site and to declare the track safe for the passage of trains during the work and on completion of work.
- 5.9.3 A PRASA Rail Track Inspector shall on completion of each project inspect and measure each turnout for purposes of verifying quality for payment purposes.
- 5.9.4 Provision for flagmen training by PRASA will be available on the contractor's cost.

5.10 STANDARD OF WORK

5.10.1 Replacement of sleepers

The contractor is expected to conduct a site assessment prior the commencement of any work together with the PRASA technical officer to determine the condition of the assets in and around

their working area. This is to ensure that on completion of the work on each turnout, all the assets within the contractor's working area are on the state that the contractor has found them in which will be agreed upon by the contractor and PRASA technical officer.

- 5.10.2 The Contractor shall work to the layout dimensions required by the Technical Officer. These dimensions will be given in writing to the Contractor or indicated by means of chalk marks on the sleepers.
- 5.10.3 The Contractor shall monitor and evaluate measurements of the layout and shall ensure compliance with the specified standards of workmanship and accuracy during installation of the sleepers.
- 5.10.4 Where, in the opinion of the Contractor, the condition of the site or turnout steelwork is such that the specified performance standards cannot be achieved, he should not proceed with doing any work on the turnout. The Contractor shall record all relevant information in conjunction with the Technical Officer and immediately report it to the Project Manager or delegate. The Project Manager or delegate may, if he concurs with the Contractor's contentions, adapt the specified standards of workmanship in order to suit the track and/or site conditions in order to allow the work to proceed on that particular turnout.
- 5.10.5 The position of each sleeper shall be marked out with permanent paint on the field side of the rail flange. These markings will be used for quality measurements afterwards.
- 5.10.6 Sleepers spacing in accordance with the “A” standard shall not vary by more than 5mm where it was subjected to the Contractor's discretion.

5.10.7 Track formation

- 5.10.7.1 Track formation shall not be damaged or its profile changed by work carried out by the Contractor.

5.10.8 Geometric and Material standard

- 5.10.8.1 On completion of sleeper replacement, turnouts shall comply with the “A” standard.
- 5.10.8.2 Diagrams indicating measurements to determine the geometric standard of turnouts are included in The Rules Books for the Building of Turnouts as well as in the Manual for Track Maintenance (2000).
- 5.10.8.3 Each turnout shall in turn also comply with the material and procurement specifications as contained in the Installation Procedure (Annexure 2) as supplied by PRASA Rail.

5.10.9 General

- 5.10.9.1 Where subject to the Contractor’s discretion the distance between track centerlines on multiple tracks must be within 10mm of the design centers.
- 5.10.9.2 The standard for structure gauge shall be adhered to specification E7/1 (July 1998).

5.10.10 Ballast

- 5.10.10.1 The top width of the ballast shoulder to the “A” standard shall be constructed to a tolerance of +100mm and -50mm.
- 5.10.10.2 The depth of the ballast profile shall be within a tolerance of +50mm and -50mm.

5.10.11 Signal equipment

- 5.10.11.1 The contractor shall not interfere or tamper with signal equipment on turnouts or signal equipment next to the track.
- 5.10.11.2 In the event of existing signal equipment hindering the execution of the works, the contractor shall timeously advise the Regional Engineer in writing of his/her requirements in order for

qualified signalling personnel to provide the necessary assistance.

5.10.11.3 Special care shall be taken by the contractor not to cause an electrical short circuit across the two running rails of the track in any position during replacement of the sleepers.

5.10.12 Electrical equipment

5.10.12.1 The contractor shall not interfere or tamper with any electrical equipment on turnouts or electrical equipment next to the track.

5. 10.12.2 Since the traction rail forms part of the high voltage electrical circuit, any break in the track could result in the full system voltage (up to 50 000 volts) between rail and earth under certain conditions. The Contractor when encountering any such situation shall therefore exercise special care and the Depot Engineer shall be advised without delay.

5. 10.12.3 Because sleepers will be replaced under live overhead conditions the following precautionary measures will be required to ensure the safety of persons on site against the risk of electric shock:

5. 10.12.4 The Contractor shall not proceed with any work before having properly informed and warned all his/her staff of potential dangers of adjacent live equipment pointed out to him by the PRASA Rail electrical officer. The Contractor shall specifically ensure that no person or equipment or any part thereof ventures within 3 (three) meters from such live equipment.

5.11 MEASUREMENT OF QUALITY OF CONSTRUCTION

5.11.1 Where the “A” Standard work is required, the following measurements of quality of construction shall be required.

5.11.2 The Contractor shall measure and record for each turnout all measurements required to determine the standard of construction. A hard copy of these measurements shall be made available to the Technical Officer on completion of the work for evaluation purposes.

- 5.11.3 Measurements for the vertical alignment and gauge shall be made with a track gauge or equivalent.
- 5.11.4 Deviations from straight line (slack): Determine position of the slack by visual means. Measure the depth of the slack with a track gauge. Measurements shall be taken along the top of the rail also before and after the points of deviation.
- 5.11.5 Measurement for the horizontal alignment shall be made with a nylon line on the running side of the reference rail at two points 10m apart and a feeler gauge calibrated 1mm intervals.
- 5.11.6 On the straight track, each deviation between the two points 10m apart must be measured by inserting the feeler gauge between the nylon line and the rail at the centre of the deviation. The number of sleeper spaces between the beginning and end of the deviation must be recorded.
- 5.11.7 Curved track shall be marked out at 5m intervals and each mark shall become a measuring station. Measuring and recording the offset at each station from the 10m chord strung across alternative stations shall determine the Final Standard.
- 5.11.8 The measuring stations specified above shall be numbered consecutively on the flange of the left hand rail with white chalk for each section being evaluated and shall be prefixed with the letter A.
- 5.11.9 Ballast quality control shall be determined by means of:
- 5.10.9.1 Open and measuring actual ballast depth where directed by the Technical Officer.

5.12 RECTIFICATION OF SUB-STANDARD WORK

- 5.12.1 Where the specified standards of workmanship and accuracy are not attained within the period of an occupation, the Technical Officer will arrange to rectify the defects to allow the temporary safe passage of trains and will recover from the Contractor the cost, at departmental rates, of

all the resources utilized.

5.13 RELEASED MATERIAL

5.13.1 General

5.13.1.1 The Technical Officer will classify all materials to be released and the contractor will be required to transport them to PRASA Rail Material Stores.

5.13.1.2 Released permanent way material shall be broken up into its basic components, and shall be grouped into types for loading, or stacking.

5.13.1.3 Losses shall be kept to a minimum. Any material to be scrapped shall be collected in material camps and disposed as directed by the Technical Officer.

5.13.1.4 Re-usable material loaded into trucks for dispatching shall be neatly stacked in such a manner that:

5.13.1.4.1 Re-usable material is not to damage during the loading operation.

5.13.1.4.2 The rail journey to its destination may be made with no damage to the material or shifting of the load; and

5.13.1.4.3 The unloading by others at its destination may be undertaken without difficulty.

5.13.1.5 Fastenings

5.12.1.5.1 Released fastenings shall be grouped together prior to loading by binding wire, sturdy bags or any similar approved method.

5.13.1.6 Loading and stacking records.

5.13.1.6.1 The Contractor shall keep record of all materials loaded into trucks or stacked for dispatching. The lists reflecting the full contents of each truck or stack shall be

submitted to the Technical Officer.

5.14 MEASUREMENTS AND PAYMENTS

- Claims for payment will only be made on a monthly basis and payments will be made within 30 days of approved invoices.
- Any rejected or incomplete work will not be paid.
- All rates in the schedule of quantities must be made per unit as requested and should be all inclusive through rate, converting all the items described under “Measurement and Payments ”.
- The rate quoted by the Tenderer(s) and accepted by PRASA Rail must hold good till the completion of the work and shall not subject to any escalation due to increase in the local market rates for materials & labour. No claim on this account whatsoever shall be entertained at any stage including the extended period, if any
- Payment will be made in accordance with the rates tendered in the schedule of prices and as follows:

5.14.1 ITEM 1: Preliminary and General.

Unit: Sum

- 5.14.1.1 A fixed rate for the Site Establishment, including the management and site supervision will be made in accordance with the relevant pay item under ITEM of the BOQ.
- 5.14.1.2 An initial sum of 10% of the total quoted shall be paid when the client’s representative is satisfied that the site office has been set up, security in place and the safety file approved.
- 5.14.1.3 The rest of the amount shall be assessed as an amount prorated to the value of the work

duly executed in the same ratio as the preliminaries bears to the total of prices.

5.13.1.4 The Contractor shall allow in this rate for the work, travelling and effort associated with pre-inspection of turnouts in order to quantify exact sleeper lengths to be replaced and associated materials required, discuss and confirm with the depot staff the extend of preparation required of PRASA Rail for each turnout.

5.14.2 ITEM 2: Measurement of Sleepers.

Unit: Per Turnout

Payment for the measurement of sleepers will be made in accordance with the relevant pay item under ITEM 2.1 and will including the following.

5.14.2.1 Measurement of sleepers for turnouts.

5.14.2.2 Measurement process for entire turnout applicable to the Infra-Bolt concept.

5.14.2.3 These payments shall include for all supervision, labour, vehicles, equipment, materials and logistics associated with providing timeously and accurate measurements associated with both in accordance with relevant specifications.

5.14.2.4 The contractor must submit with his/her tender a detailed and sequenced process for executing the measurement work indicating the time required for each operation.

5.14.2.5 A fixed rate shall apply for both works performed during normal working hours and outside normal working hours.

5.14.2.6 A detail report per turnout will be given to the Technical officer after each turnout has been measured.

5.14.3 ITEM 3: Repair of Turnout Geometry.

Unit: Per Turnout

Payment for the repair of turnout geometry will be made in accordance with the relevant pay item under ITEM 3.1 and will including the following:

5.14.3.1 Repairing of Geometry in accordance with relevant specifications for the entire turnout

applicable to the Infra-Bolt process.

5.14.3.2 These payments shall include for all supervision, labour, vehicles, equipment, materials and logistics associated with providing timeous and accurate repairs to the Turnout Geometry associated with both processes in accordance with relevant specifications.

5.14.3.3 Repairs to the geometry of a turnout shall include for adjusting vertical and horizontal alignment, gauge and sleeper spacing in accordance with relevant specifications before measurement takes place.

5.14.3.4 This payment shall be independent from whether the site access is restricted or not.

5.14.3.5 Before any repairs are performed on a turnout the contractor and the Technical officer will agree on all repairs required to the turnout. PRASA Rail will provide the required material to repair any defects on turnouts. The contractor will indicate if there are any “Build in” defects that can’t be repaired.

5.14.4 ITEM 4: Removal and Replacement of Sleepers

Unit: Per Turnout

Payment for the replacement of sleepers will be made in accordance with the relevant pay item under ITEM 4 and will including the following.

5.14.4.1 Replacing sleepers on an entire turnout will include the following: 6m before and behind turnout, Stock-and-Switch panel, Leads-and-Closure panel and Crossing/Stock-and-Guard rail panel with Blank Universal Sleepers and Flat P2 (24 Flat P2 Sleepers per turnout) sleepers on 6m before and behind turnout. Payment shall be regardless of what mass of rail, which might apply.

5.14.4.2 A fixed rate shall apply for both work performed under a total occupation and work performed between trains occupation.

5.14.4.3 The Contractor shall allow in his/her rates for all the work required to dismantle, stack and load released material onto rail/ road trucks for dispatch.

5.14.4.1 The Contractor shall allow in his/her rates for all the work required to transport, offload, and

stack released material at PRASA Rail's material yard and/or depot at PRASA stores in the Gauteng Province regions

5.14.5 ITEM 5: Road transport of sleepers

Unit: Set/ km

Payment for the road transport of sleepers will be made in accordance with the relevant pay item under ITEM 5.0 and will including the following.

5.14.5.1 Payment for road transport shall be made for the distance of transport by road along a route agreed with the Technical Officer prior to the transport commencing.

5.14.5.2 Payment shall be made for per turnout-km for the loaded leg only and this shall be inclusive for loading and off-loading as well as transporting the entire complete standard turnout of universal sleepers by road from the factory to point of installation.

5.14.5.3 For this purpose a Standard turnout shall be deemed to consist of up to 140m of concrete universal sleepers. Should a specific turnout consist of more than 140m of concrete universal sleepers the balance above 140m shall be paid for as a second turnout being transported.

5.14.6 ITEM 6: Ballast screening of turnout

Unit: Per Turnout

Payment for the screening of turnout will be made in accordance with the relevant pay item under ITEM 6.1 and will including the following. 5.13.6.1 Screening of an entire turnout will include the following: 6m before and behind turnout, Stock-and-Switch panel, Leads-and-Closure panel and Crossing/Stock-and-Guard rail panel (50m). The rates tendered shall include the screening of ballast, the off-loading of ballast material and the associated finishing of getting the turnout in the A-standard, opening work for inspection, disposal of fouling matter on-site and levelling. The screening of the Turnouts will be subjected to Total Rejection unless instructed on-site.

5.14.7 ITEM 8: Work outside of normal working Hours

Unit: Per Turnout

Payment for the work outside of normal working hours (Over-time) will be made in accordance with the relevant pay item under ITEM 8 and will including the following:

5.14.7.1 Work shall mostly be Work shall mostly be carried out on weekdays only during normal working

hours (07H00 to 16H30).

5.14.7.2 Work outside of normal working hours shall not be paid against overtime rates unless:

5.14.7.2.1 Agreed upon by the Technical Officer in writing before the start of the any project.

5.14.7.2.2 The contractor can prove Metrorail's accountability for delays resulting in overtime being required.

5.14.7.2.3 In the event that work outside of normal working hours are required by the T.O., the rate for Over-Time or Sunday time under ITEM 8 shall apply in respect of only such labour approved by the Technical Officer. The number of labourers required and the tasks to be completed shall be agreed to in writing before commencement of the over-time work.

5.14.7.2.4 The rate for Over-time or Sunday time will be a fixed rate for the complete team of the contractor and NOT per labourer.

5.14.7.2.5 Overtime payments will be made for occupation time recorded in excess of the hours of maximum occupation time (Tom) of nine (9) hours per day. ITEM.8.1 and ITEM.8.2 shall be mutually exclusive.

5.14.7.2.6 An extra-over payment will be made for each hour that the contractor is required by the Technical Officer to be available on Sundays and paid public holidays. ITEM .8.2 and ITEM .8.1 shall be mutually exclusive.

5.14.7.2.7 An extra-over payment will be made for each hour that the contractor is required by the Technical Officer to be available on Saturdays or between the hours 19:00 to 05:00 on Mondays to Fridays. ITEM .8.3 and ITEM .8.1 shall be mutually exclusive.

5.15 CONSTRUCTION IN CONFINED AREAS

It may be necessary for the Contractor to work within confined areas and no additional payment will be made for work done in restricted areas. The method of construction in these confined areas will depend largely on the contractor's construction plan.

The tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered during working in confined areas and narrow widths, and at, around or through obstructions, and that no extra payment will be made nor will any claim for additional payment be considered in such cases.

The contractor will be held responsible when working in confined areas for the repair, at his/her own cost, of damage caused by him to any asset or service indicated to him.

5.16 OTHER SPECIFICATIONS APPLICABLE

5.16.1 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:

5.16.1.1 Project specification, together with particular drawings, schedules of prices.

5.16.1.2 E.5 – Conditions of Contract and General Specifications for maintenance of railway track

5.16.1.3 Standard specifications E7/1(1998) – Specification for works on, over, under or adjacent to railway lines and near high voltage equipment.

5.16.1.4 E10 - Specification for Railway Track Work.

- E10 Gen : Preliminary and general
- E10/1 : Laying of rails
- E10/2 : Laying of sleepers
- E10/3 : Ballast cleaning
- E10/4 : Ballasting and tamping
- E10/6 : Building and replacement of sets
- E10/9 : Slewing and alignment
- E10/10 : Drain cleaning

5.17 INFORMATION REQUIRED FROM THE CONTRACTOR IN TERMS OF THIS CONTRACT

5.17.1 Schedule of Quantities and Prices.

5.17.2 Description of method of operation.

5.17.3 Completed labour schedule.

5.17.4 Work program (Clause 4 and Clause 7)

5.17.5 Completed schedule for rate of operation

5.18 BOND AND GUARANTEES

5.18.1 Surety in the amount equal to either ten percent or five percent of the contract price, as elected by the Contractor, shall be provided by the Contractor for the due and faithful performance by him in terms of the Contract. Such security shall be in the form of:

- Government or approved Municipal stocks in negotiable form, or
- A deed of suretyship furnished by an approved bank, insurance or guarantee corporation in such form as may be prescribed by PRASA, provided however that the Project Manager may, upon written application by the Contractor, return to the Contractor the whole or part of such security held by PRASA.

5.18.2 All work done shall be guaranteed for a period of 24 month after the successful handover

5.18.3 All defects as a result of poor workmanship and poor-quality material will be rectified by the contractor on his/her account.

5.18.4 Formal completion certificate will be given in writing after all contract obligations are met and approved by PRASA Project Manager.

5.18.5 Corrective action to be taken by the Contractor during the guarantee period at his/her own cost and expense.

5.18.6 Project manager will, where practicable be entitled to take corrective action of its own should the Contractor not be able to give immediate attention at the time a fault occurs and recover from the contractor any costs and expenses reasonably incurred by it in doing so as per penalty clauses.

5.19 PAYMENT CERTIFICATE

5.19.1 On or after the assessment date, the Supervisor and the Contractor will together assess the quantities of the progress on each item in the Bill of Quantities and complete the Progress Assessment Detail form, where after the Progress Assessment Certificate will be issued.

5.19.2 The Contractor shall then submit a VAT invoice and attach the above Progress Certificate for payment by the Employer.

5.19.3 Contractor to provide the Employer with the necessary details regarding banking details to enable the Employer to make electronic payments.

5.20 PRICING THE WORKS

5.20.1 The contract period shall be inclusive of the supply and installation of universal turnout concrete sleepers in the Gauteng Region on an “as and when” required basis for a period of 36 months

5.20.2 The contractor is required to provide firm prices/ rates for material and labor for the duration of the contract.

5.20.3 The Contractor is advised to study the requirements of the SPK 7/1 and ensure that all works can be completed in accordance with these requirements.

5.20.4 The contract offer shall be based on the rates as indicated in the bill of quantities. The quantities shall be agreed during construction per section.

5.21 PENALTIES

5.20.1 If the Contractor fails to complete the Services within the time as stipulated in this Contract for completion of Services or a part or portion of Services, the Contractor shall be liable to the

Employer for an amount calculated at 0.05% of the Contract Price per delayed Day per order, which shall be paid for every day which shall elapse between the time for due completion and completion of the relevant Services. However, the total amount due under this sub-clause shall not exceed the maximum of 10% of the Contract Price.

5.20.2 The imposition of such penalty shall not relieve the Contractor from its obligation to complete Services or from any of its obligations and liabilities under the Contract,

5.20.3 PRASA may set off or deduct from the fees due to the Contractor any penalty amounts due and owing by the Contractor in terms of clause 5.20.1

5.22 CONSTRUCTION RELATED SECURITY

5.22.1 MANDATORY SECURITY REQUIREMENTS

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

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

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

5.22.1.4 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.

5.22.1.5 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.

5.22.1.6 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.

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

5.22.1.8 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.

5.22.1.9 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.

5.22.1.10 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.

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

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

5.22.2 Risks

5.22.2.1 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.

Risk	Probability	Mitigation
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 an access gate.
Hi-jacking of site personnel vehicles	High	Armed Escorts to and 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

5.22.3 PROPOSED INTERVENTIONS

5.22.3.1 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.

5.22.3.2 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 through the risk assessment.

5.23 OVERALL STAFFING AND KEY RELATED PROFESSIONAL STAFF

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

- Team Leader/Project Director
- Track Master
- Welder
- Flagman
- Construction Health and Safety Officer
- Track Workers

5.23.2 Minimum Qualification of key Personnel

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 Master

- All work shall be supervised by a fully qualified Track master in possession of a valid Track Master certificate.
- Minimum 3 years' experience as a qualified Track master.

Track welder

- Fully qualified welder in possession of a valid track welding certificate.
- Minimum 3 years' experience as a qualified Track welder.

Flagman

- Qualified flagmen for the protection of the work site with valid flagman certificates.
- A minimum of three qualified flagmen shall be deployed for each occupied section.

Health and Safety Officer

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

- Registered with professional body (SACPCMP)
- Minimum of 3 years industry experience as a health and safety officer.

Track workers/General labours

- All general labour must be medical fit.

5.24 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 (E4E); 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)
- m) Infrastructure Perway Technical Specification for Rails

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.

The following levels will be applied in the evaluation:

Table 5.1

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 will be disqualified.
Verify compliance	The Bids are checked to verify that the essential RFP requirements have been met. Non-compliant Bids will 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 B-BBEE.
B-BBEE	Evaluate B-BBEE
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
Best and Final Offer	PRASA may go into the Best and Final Offer process in the instance where no bid meets the requirements of the RFP and/or the Bids are to close in terms of points awarded.
Approval	Approval and notification of the final Bidder.

5.2

EVALUATION CRITERIA

Interested bidders for this project shall be evaluated in terms for their administrative responsiveness, substantive responsiveness, technical/functional (capacity testing) evaluation and preference points. The evaluation committee shall use the following Evaluation Criteria depicted in table 5.2 below for the selection of the preferred bidder that shall render / deliver the required works, goods and / or services.

Table 5.2

EVALUATION PROCESS	
Stage 1	
Compliance	Administrative Responsiveness
	Substantive responsiveness (mandatory)
Stage 2	
Technical/Functional Criteria	Testing of capacity – meet minimum threshold of 70%
Stage 3	
Preference Points	
Price	80
BBBEE	20
TOTAL	100

Details of the stages outlined in table 5.2 above are presented in the following sections.

STAGE 1: COMPLIANCE REQUIREMENTS

Bidders must comply with all mandatory requirements and failure to comply will lead to immediate disqualification.

Stage 1A- Mandatory Requirements

If you do not submit the following documents your tender will be automatically disqualified:

Table 5.3: List of Mandatory Compliance Documents

No.	DESCRIPTION OF REQUIREMENT	
a.	Completion of ALL RFP documentation (includes ALL declarations, project specifications and Commissioner of Oath signatures required).	
b.	Proof of valid registration with CIDB at 5 CE or higher.	
c.	Signed Joint Venture, Consortium Agreement or Partnering Agreement (whichever is applicable) if applicable.	
d.	Submission of a signed Briefing session Form D and signed briefing session attendance register	
e.	The Declaration Certificate for Local Content (SBD 6.2) and the National Industrial Participation Programme (SBD5) must be completed and duly signed.	
f.	Annexure C – Local Content Declaration – Summary Schedule	

If you do not submit the following documents your Proposal will be disqualified automatically.

Stage 1B - Basic Compliance

If you do not submit the following basic compliance documents and should an award be made, these basic compliance documents must be made available within seven (7) days, failing of which the award will be recalled.

Table 5.4: Basic Compliance

No.	Description of requirement	
a)	Letter of Good Standing: COID	
b)	A supply of valid SARS Pin	
c)	Company registration documents	
d)	Certified copies of Directors' ID documents not older than three months	
e)	CSD supplier registration number	
f)	UIF Proof of registration	
g)	Copies of the Taxes and Rates to determine the footprint	
h)	Bid Bond	

I)	Annexure D – Imported Content Declaration – Supporting Schedule to Annex C	
J)	Annexure E – Local Content Declaration – Supporting Schedule to Annex C	

Stage 1C – Compliance: BROAD-BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)

Bidders must submit proof of its BBBEE status level of Contributor, a bidder failing to submit proof of BBBEE status level of contributor or is a non-compliant to BBBEE may not be disqualified and will score 0 points of 20 (whichever is applicable) for BBBEE.

Table 5.5

No.	Description of requirement	
a)	Original or certified B-BBEE certificate (Certificates issued by a SANAS accredited verification agency) or Sworn Affidavit	

STAGE 2: TECHNICAL / FUNCTIONALITY REQUIREMENTS

Qualifying bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is 80% as per the standard Evaluation Criteria presented in table 15.1 above. Bidders who score below this minimum requirement shall not be considered for further evaluation in stage 3.

Details of the technical/functional requirements are presented in the table below.

Table 5.6: Technical Evaluation Criteria

Item	Criteria	Weight
1	Organizational Experience	40
2	Experience of key personnel	30
3	Project program (Work plan)	10
4	Project Approach and Methodology	20
	TOTAL	100

Table 5.7: Technical evaluation criteria

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
<p>Organizational Experience</p> <p><i>(N.B. Provide for each successfully completed project/s in the following sequence; Copy of an appointment letter/s(on a company letterhead), description of the project, Client name, Client contact (i.e. email and office number), Project start date, project end date, extension of time where applicable, contract value inclusive of VAT.</i></p> <p><i>Furthermore, attach completion certificates signed by client indicating the value and type of work performed or letter with on a company letter head indicating that they are new on the field.</i></p>	40	<p>Score will be based on successfully completed similar projects in the supply and installation of universal turnout sleepers of which details are provided.</p> <p>0: No submission/Non-compliance = 0 points</p> <p>1 : 0 to 1 similar project = 8 points</p> <p>2 : 2 similar projects = 16 points</p> <p>3 : 3 similar projects = 28 points</p> <p>4 : 4 similar projects = 34 points</p> <p>5 : 5 and more similar projects = 40 points</p>
<p>Experience of key personnel (based on CVs submitted)</p> <ul style="list-style-type: none"> • Civil Engineering Technician <p><i>(N.B. Provide copies of original qualifications and</i></p>	30	<p>Score will be allocated as follows:</p> <p>0: No submission/Non-compliance = 0 points</p> <p>1: Listed key staff members have minimum 1 but less than 2 years' related experience = 6 points</p> <p>2: Listed key staff members have 2 but less than 3 years' related experience = 15 points</p>

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
<p><i>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)</i></p>		<p>3: Listed key staff members have 3 but less than 4 years' related experience = 21 points</p> <p>4: Listed key staff members have 4 but less than 5 years' related experience = 25 points</p> <p>5: Listed key staff members have 5 years' related experience and above = 30 points</p>
<p>Project Program (Work plan)</p> <p><i>(N.B. Provide project schedule in MS projects that meets the client's timeline requirements and the schedule to cover the following key Milestones:</i></p> <ul style="list-style-type: none"> • Site Establishment • Procurement of material and all services • Actual construction activities. • Practical completion 	10	<p>Score will be allocated for MS Project Schedule provided</p> <p>0: No submission/Non-compliance = 0 points</p> <p>1: Inadequate/ unrelated project schedule provided = 2 points</p> <p>2: Project schedule provided but no detailed activities indicated = 4 points</p> <p>3: Project schedule provided with activities indicated on the program aligned with the preferred duration of the project; = 7 points</p> <p>4: Project schedule provided with activities indicated on the program aligned with preferred duration of the project, showing the sequence of activities (i.e., Baseline and critical path) = 8 points</p> <p>5: Project schedule provided with activities indicated on the program aligned with the</p>

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
<ul style="list-style-type: none"> Final works completion Maximum project duration of Thirty-six (36) Months 		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 = 10 points
<p>Project Approach and methodology</p> <p><i>(N.B. The project methodology must be in line with the scope of work. Identify the risks associated with the project activities and mitigation measures. Furthermore, clearly show risks and mitigation measures of working on the railway environment)</i></p> <p><i>Elements: Identification of risks and mitigation, Work breakdown of activities, measurements, assessment, Pre-handover quality inspection, Quality assurance, Contingency storage process, Hand tools, Transportation and Post quality inspection.</i></p>	20	<p>The points for the project approach and methodology will be allocated as follows:</p> <p>0: No approach and methodology provided/Non-compliance = 0 points</p> <p>1: Methodology detailing less than 5 elements relating to the methodology = 4 points</p> <p>2: Methodology detailing 5-6 elements relating to the methodology = 8 points</p> <p>3: Methodology detailing 7-8 elements relating to the methodology = 14 points</p> <p>4: Methodology detailing 9-10 elements relating to the methodology = 17 points</p> <p>5: Methodology detailing more than 10 elements relating to the methodology = 20 points</p>
Total	100	

NB: Minimum threshold of 70% per evaluation criteria must be met for a bidder to be evaluated further.

STAGE 3 - PRICING AND BBBEE

Include or attach detailed pricing schedule

The following formula shall be used by the Bid Evaluation Committee to score potential bidders on pricing:

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

Where:

P_s = Points scored for the price of tender under consideration;

P_t = Rand value of the tender under consideration;

P_{\min} = Rand value of the lowest acceptable tender.

The minimum qualifying criteria for pricing is 80 points as per the standard Evaluation Criteria presented in figure 5.2 above.

The BBBEE component of the evaluation process is weighted at 20 points in table 5.2 of the standard Evaluation Criteria outlined above. Bidders will be awarded points based on the level of the BBBEE status presented in the BBBEE Certificate issued by an approved agency certified by SANAS. Details of the allocation of points by the Evaluation Committee are presented in figure 5.8 below.

Table 5.8

B-BBEE STATUS LEVEL OF CONTRIBUTOR	NUMBER OF POINTS (80/20 SYSTEM) ABOVE A MILLION
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

6 PREFERENTIAL PROCUREMENT REGULATIONS

The Preferential Procurement Regulations, issued by the Minister of Finance in 2017, were revised to align with certain changes to the Broad-Based Black Economic Empowerment (B-BBEE) legislation. They encourage procurement from Small Enterprises, particularly through sub-contracting if a tender is set above the R30 million threshold.

If it is feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.

In compliance with the new regulation, this project will require that a minimum of 30% be subcontracted to one of the following types of enterprises:

- an EME or QSE which is at least 51% owned by black people;
- an EME or QSE which is at least 51% owned by black people who are youth;
- an EME or QSE which is at least 51% owned by black people who are women;
- an EME or QSE which is at least 51% owned by black people with disabilities;

- an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships;
- a cooperative which is at least 51% owned by black people; or
- an EME or QSE which is at least 51% owned by black people who are military veterans.

Before contracting with the successful Bidder, PRASA will insist on being provided with copies of formal signed subcontracting agreements that make up the legislated 30% of the contract value. The subcontractors shall be registered on the National Treasury Central Supplier Database (CSD). All agreements to state that PRASA will not be held responsible or liable should the successful Bidder breach contract with the subcontracted companies.

7 VALIDITY PERIOD

This RFP shall be valid for *[90 days working days]* calculated from Bid closing date.

8 B-BBEE REQUIREMENTS

A Bidder must submit proof of its B-BBEE status level contributor, a Bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified and will score 0 points out of 10/20 for B-BBEE.

9 LOCAL CONTENT - NATIONAL TREASURY STIPULATED MINIMUM THRESHOLDS FOR LOCAL PRODUCTION

9.1 LOCAL CONTENT

- Bids will be subject to local content requirements in terms of Regulation 8(1) of the Preferential Procurement Regulations, 2017.
- Only locally produced or manufactured goods with a stipulated minimum threshold as stated in the table below for local production and content will be considered. Bidders who do not meet the stipulated minimum threshold will be automatically disqualified and not be considered further for evaluation.
- Bidders may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

- The exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB on the date of the advertisement of the tender.
- The Declaration Certificate for Local Content (SBD 6.2) must be completed and duly signed. **Bidders who do not complete this form will be automatically disqualified.**
- For further guidance with the above requirements, bidders may refer to DTI website, www.theDTI.gov.za and National Treasury Designated Sectors for the following Instruction Notes:
 - National Treasury designated sector Instruction/circular number 2 of 2016/2017: Local Production and Content for Rail Permanent Way.

9.2 EXEMPTION REQUESTS

If the quantity of the components to be used for this work as listed in figure 14.1 cannot wholly be sourced from South African based manufacturers, bidders should obtain written exemption from the **dti** to supply the remaining portion of the components at a lower content threshold. The **dti**, in consultation with the procuring organ of state, will grant exemption on a case-by-case basis and will consider the following:

- a) Required volumes in the particular tender;
- b) Available collective SA industry manufacturing capacity at that time;
- c) Delivery times;
- d) Availability of input material and components;
- e) Security of supply and emergencies;
- f) Materials of construction;
- g) Technical considerations including operating conditions;
- h) Localisation plans aimed at establishing and / or increasing local manufacturing capacity through ramping-up of capital investments in the initial phase; and
- i) warranties and guarantees.

Replacement of components on the existing infrastructure in order to honour the

9.3 THE PROCESS TO BE FOLLOWED IN REQUESTING EXEMPTIONS

The following tender information must be provided on the bidder's letterhead when requesting an exemption request to the DTI:

- a) Procuring entity;
- b) Tender description;
- c) Bid reference number;
- d) Closing date of bid;
- e) Detailed specifications of items for which the exemption is requested for (kindly attach specifications);
- f) Products / inputs / components to be imported;
- g) Reasons for the request; and
- h) Supporting letters from local bidders' suppliers and manufacturers.

The turnaround time for processing of exemption requests is **10 working days** from the date of receipt.

10 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

10.1

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. **Bidders who do not complete this form will be automatically disqualified.**

11 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 90/10.

12 BEST AND FINAL OFFER

PRASA reserves the right to embark on the Best and Final Offer (BAFO) Process where:

- a) None of the proposals meet the RFP requirements;
- b) None of the responses to RFP are affordable and demonstrate value for money; and
- c) There is no clear preferred Response to this RFP.

Upon the decision by PRASA to embark on a BAFO process it shall notify the response to RFP.

13 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).

14 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 on the next page (to be Included on Volume 2 /Envelop 2)

1 PRICING

- 1.1. Prices must be quoted in South African Rand, inclusive of VAT.
- 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.

PRICING SCHEDULE/ BOQ

The Tenderer shall enter each rate or lump sum for each item in the Pricing Schedule in BLACK INK. The following pricing schedule shall be used when responding to the Request for Proposal:

SCHEDULE OF QUANTITIES AND RATES/PRICES

ITEM	DESCRIPTION	UNIT	RATE	TOTAL
1.0	PRELIMINARY AND GENERAL			
1.1	Fixed charge and value related items	Sum		
1.2	Communication Liaison officer	ea.		
1.3	Health and safety Officer	ea.		
1.4	Security	ea.		
2.0	Measurement of sleepers (Infra - bolt process)			
2.1	Any 1:12 turnout complete (135m of sleepers).	ea.		
3.0	Repair Turnout Geometry (Infra - bolt process)			
3.2	Any 1:12 turnout complete (135m of sleepers).	ea.		
4.0	Removal of existing concrete sleepers and Replace with universal concrete sleepers (Infra -bolt process)			
4.2	Any 1:12 turnout complete (135m of sleepers).	ea.		
4.5	Unit rate for correction to actual meters of sleeper per turnout.	meters		
5.0	Road Transport Universal Sleepers (factory to Depot)	Set/km		
6.0	Ballast screen of Turnout			
6.2	screen 1:12 set complete (50m)	Set		
7.0	Install P2 flat sleeper			
7.1	Install P2 flat sleeper	sleeper		
8.0	Work outside of Normal Working hours (over-time).(Provisional)			
8.1	Normal Overtime (Outside normal working hours)	R/h		
8.2	Sunday Time (Including working on Paid Public Holidays)	R/h		
8.3	Normal Overtime (on Saturdays)	R/h		
9.0	Day- labour (Provisional)			
9.1	Supervision/skilled labour	R/h		
9.5	Semi- skilled labour	R/h		
9.6	General Labour	R/h		
			Total	
			VAT (15%)	
			Subtotal	

Prices to remain fixed for the duration of contract.

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), as required per National Treasury Instruction Note 01 of 2015/2016.

3 PERFORMANCE AND BID BONDS (WHERE APPLICABLE)

- 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 4**

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 3 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 _____

Appointment of a contractor for Assessment, supply and installation of universal turnout concrete sleepers in the Gauteng Region on an “as and when” required basis for a period of 36 months



BID NUMBER: 30/11/2021/GAU-(PERWAY)

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 | 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. |
| | 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. |
| | 4 | The Conditions of Tender and the Scope of work/ specification shall form part of any contract arising from this invitation to tender. |
| 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 | 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. |
| | 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. |

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-tender</i> 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 <i>deadline for tender submission</i> . |
| | 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 <i>conditions of contract</i> . |
| | 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 <i>conditions of contract</i> 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 <i>Representative</i> or if necessary to correct errors made by the <i>tenderer</i> . 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 <i>tender documents</i> is also submitted. The alternative tender is submitted with the main tender together with a schedule that compares the requirements of the <i>tender documents</i> with the alternative requirements the <i>tenderer</i> 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 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 must 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 must 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 <i>deadline for tender submission</i> . 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 *Representative*, 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 must be submitted with the tender.

Fulfil BEE requirements

- 33 Comply with PRASA's requirements regarding BBBEE Suppliers.

PRASA'S 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 <i>tenderer's</i> risks and responsibilities under the contract, or • affect the competitive position of other <i>tenderers</i> 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: <ul style="list-style-type: none"> • 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 <ul style="list-style-type: none"> • 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.

Appointment of a contractor for Assessment, supply and installation of universal turnout concrete sleepers in the Gauteng Region on an “as and when” required basis for a period of 36 months



BID NUMBER: 30/11/2021/GAU-(PERWAY)

Provide copies of the contracts 20 Provide to the successful *tenderer* 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.

FORM: A

INVITATION TO BID

1. PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY) - PRASA

BID NUMBER:	30/11/2021/GAU-(PERWAY)	CLOSING DATE:	09 February 2022	CLOSING TIME:	12h00
DESCRIPTION	Assessment, supply and installation of universal turnout concrete sleepers in the Gauteng Region on an “as and when” required basis for a period of 36 months				

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

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

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				
	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
	<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?				
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		

Appointment of a contractor for Assessment, supply and installation of universal turnout concrete sleepers in the Gauteng Region on an “as and when” required basis for a period of 36 months



BID NUMBER: 30/11/2021/GAU-(PERWAY)

CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR NAME:	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
<p>➤ ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>➤ ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ANSWER PART B:3 BELOW]</p>
➤ SIGNATURE OF BIDDER	➤ DATE	
➤ CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			

With effect from **15 December 2021** the tender documents can be downloaded on National Treasury e-tender website and Prasa Website.

1. A compulsory tender briefing meeting with representatives of the Employer will take on face to face platform at (address): Passenger Rail Agency of South Africa; Shosholoza Junction, 6TH Floor Boardroom; CNR Leyds and Simmonds; Braamfontein; Johannesburg on the 14 January 2022 @10h00 AM.
2. Arrangements can be made to make bids available before closing date provided that the prospective bidder has attended the compulsory briefing meeting.
 - Bidders must arrange own transport and parking.

- Bidders failing to attend the compulsory tender briefing session will be disqualified.
- PRASA reserves the right to only allow Bidders in possession of a valid tender document at the briefing.
- A maximum of two representatives per company will be allowed to attend the briefing.
- Bidders are required to bring their own PPE for the site walkabout.

Tender No: 30/11/2021/GAU-(PERWAY)

Description: Assessment, supply and installation of universal turnout concrete sleepers in the Gauteng Region on an “as and when” required basis for a period of 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 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 ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR 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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILEING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FLIERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

Appointment of a contractor for Assessment, supply and installation of universal turnout concrete sleepers in the Gauteng Region on an “as and when” required basis for a period of 36 months



BID NUMBER: 30/11/2021/GAU-(PERWAY)

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

FORM-C

FORM C: TENDER FORM

CURRENT TENDER DETAILS

Request number:	30/11/2021/GAU-(PERWAY)
Request for Tender:	Assessment, supply and installation of universal turnout concrete sleepers in the Gauteng Region on an “as and when” required basis for a 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.

The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should PRASA decide to enter into Post Tender Negotiations with shortlisted bidder(s).

FULL NAME(S)	CAPACITY	SIGNATURE
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I/We hereby offer to supply the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I / We accept that should PRASA accept my / our tender and issue me / us with the notice of acceptance, this tender and, if any, its covering letter and any subsequent exchange of correspondence together with the PRASA acceptance thereof, such acceptance shall be subject to a written contract to be concluded between the PRASA and me / us.

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.

I / We undertake to complete the whole of the WORKS within _____
(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 _____ **(a minimum period of 90 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 undertake, in the event of my / our tender being accepted, to deposit with the PRASA as security for the due and proper completion of the WORKS, a Performance Bond issued by a South African registered Bank to the value of **ten (10) per cent** of the contract price (VAT inclusive).

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.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide PRASA with cause for cancellation.

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

DULY AUTHORISED SIGNATORY(IES) WITNESSES

1. _____	1. _____
2. _____	2. _____

Appointment of a contractor for Assessment, supply and installation of universal turnout concrete sleepers in the Gauteng Region on an “as and when” required basis for a period of 36 months



BID NUMBER: 30/11/2021/GAU-(PERWAY)

3. _____ 3. _____

FORM D

➤ **SITE INSPECTION / PRE-TENDER BRIEFING SESSION**

Request number:	30/11/2021/GAU-(PERWAY)
Request for Proposal:	Assessment, supply and installation of universal turnout concrete sleepers in the Gauteng Region on an “as and when” required basis for a period of 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. _____ |

Appointment of a contractor for Assessment, supply and installation of universal turnout concrete sleepers in the Gauteng Region on an “as and when” required basis for a period of 36 months



BID NUMBER: 30/11/2021/GAU-(PERWAY)

FORM E

➤ STATEMENT OF WORKS SUCCESSFULLY CARRIED OUT BY BIDDER

CURRENT TENDER DETAILS

Request number:	30/11/2021/GAU-(PERWAY)
Request for:	Assessment, supply and installation of universal turnout concrete sleepers in the Gauteng Region on an “as and when” required basis for a period of 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.

Appointment of a contractor for Assessment, supply and installation of universal turnout concrete sleepers in the Gauteng Region on an “as and when” required basis for a period of 36 months



BID NUMBER: 30/11/2021/GAU-(PERWAY)

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”

Appointment of a contractor for Assessment, supply and installation of universal turnout concrete sleepers in the Gauteng Region on an “as and when” required basis for a period of 36 months



BID NUMBER: 30/11/2021/GAU-(PERWAY)

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 five 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

DECLARATION AND ACKNOWLEDGEMENT OF CONSENT

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

➤ **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. _____

SBD 4

➤ : **DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.1 Full Name of bidder or his or her representative:

.....

- 2.2 Identity Number:

.....

- 2.3 Position occupied in the Company (director, shareholder etc):

.....

- 2.4 Company Registration Number:

.....

- 2.5 Tax Reference Number:

.....

- 2.6 VAT Registration Number:

.....

- * “State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

2.7 Are you or any person connected with the bidder **YES / NO**
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:

Name of state institution to which the person is connected:

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors **YES / NO**
shareholders / members or their spouses conduct business
with the state in the previous twelve months?

DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE
IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PRASA'S GENERAL
CONDITIONS OF TENDER AS STIPULATED IN THE RFP SHOULD THIS DECLARATION
PROVE TO BE FALSE.

.....
SIGNATURE

.....
DATE

.....
POSITION NAME OF BIDDER

.....

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 Mr Elias Malapane within five (5) working days after award of the contract. Mr Elias Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at Elias@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;

Appointment of a contractor for Assessment, supply and installation of universal turnout concrete sleepers in the Gauteng Region on an “as and when” required basis for a period of 36 months



BID NUMBER: 30/11/2021/GAU-(PERWAY)

- 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 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) 80/20 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad- Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis: 80/20

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

Where:

P_s = Points scored for the price of tender under consideration;

Pt. = Rand value of the tender under consideration;

Pin = Rand value of the lowest acceptable tender.

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: =(maximum of 10 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? (***Tick applicable box***)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Company Name:

8.2 VAT registration number:

8.3 Registration number:

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One person business/sole propriety
Close corporation
Company
(Pty) Limited [Tick
APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not

exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution.

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

WITNESSES
1.
2.

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.

1.6 A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes
- 2.7. labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.8. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.9. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.10. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3.1 The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

3.1.1 The details of Local Content process will be as detailed under 14.1 as contained in the RFP document. **Bidders who do not complete this form will be automatically disqualified.**

3.1.2 Sectors / products (not limited to) listed below are subjected to local content requirements.

No	Rail Permanent Way Sector System/Subsystem and Components	
	Material Description	% local content
1.	Railway Sleepers	100%
2.	Rail Fastenings and accessories	100%
3.	Railway maintenance of way plant & Equipment	70%
4.	turnouts	100%

- For further guidance with the above requirements, bidders may refer to DTI website, www.theDTI.gov.za and National Treasury Designated Sectors for the following Instruction notes:
 - National Treasury designated sector Instruction/circular number 2 of 2016/2017: Local Production and Content for Rail Permanent Way.

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on www.reservebank.co.za.

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
 (b) Practice number:
 (c) Telephone and cell number:
 (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

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

.....
 NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in**

3

4 **paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required

to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

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

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

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

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

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.

4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). <i>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>The Register for Tender Defaulters can be accessed on the National Treasury’s website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</i>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

COMMISSIONER OF OATHS

I certify that the above has acknowledged that he/she knows and understands the contents of this document, that he/she does not have any objection to taking the oath, and that he/she considers it to be binding on his/her conscience, and which was sworn to and signed before me at _____ on this the _____ day of _____ 20____, and that the administering oath complied with the regulations contained in Government Gazette No. R 1258 of 21 July 1972, as amended.

_____ (Sign – SERVICE PROVIDER)

_____ (Name – SERVICE PROVIDER)

COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON

STAMP :

NAME & SURNAME:

DESIGNATION/RANK :

PERSAL/EMPLOYEE NO:

PLACE/DATE:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. I declare that I have 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 tendering or with reasonable appreciation that the agreement, arrangement or understanding or any such like may be construed as or result in or have the effect of collusive tendering. Should I in the process of the tender but prior to PRASA awarding the tender 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 tender, I will notify PRASA of such any agreement, arrangement or understanding or any such like.

6. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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

Appointment of a contractor for Assessment, supply and installation of universal turnout concrete sleepers in the Gauteng Region on an “as and when” required basis for a period of 36 months



BID NUMBER: 30/11/2021/GAU-(PERWAY)

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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder