

**ADVERT -RFQ: 10352043**

**THE APPOINTMENT OF SERVICE PROVIDER FOR CLEANING OF THE RAIL RESERVE BETWEEN STATIONS IN PRASA RAIL GAUTENG PROVINCE ON AN “AS AND WHEN” REQUIERD BASIS FOR 12 MONTHS.**

<b>Issue Date:</b>	<b>15 JULY 2024</b>
<b>Closing Date for Submissions of Bids</b>	<b>24 JULY 2024 @ 10h00 Cat</b>
<b>Contact person:</b>	<b>Bathobile Zuma Tel: 011 085 7061 Email: <u><a href="mailto:metrorailgptenders2@prasa.com">metrorailgptenders2@prasa.com</a></u> and <u><a href="mailto:bathobile.zuma@prasa.com">bathobile.zuma@prasa.com</a></u></b>

## SECTION 1

**SBD1**

### PART A INVITATION TO BID

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

BID NUMBER:	10352043	CLOSING DATE:	24 July 2024	CLOSING TIME	10:00AM
DESCRIPTION	<b>The appointment of service provider for cleaning of the rail reserve between stations in the Prasa rail Gauteng Province on an “as and when” required basis for 12 months.</b>				
COMPULSORY BRIEFING DATE AND TIME	<b>19 July 2024 @11h00</b>				
COMPULSORY BRIEFING SITE	<b>4th floor Boardroom at Shosholoza Meyl Junction</b>				

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

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

**PASSENGER RAIL AGENCY OF SOUTH AFRICA**  
**6<sup>TH</sup> FLOOR, SHOSHOLOZA JUNCTION**  
**CNR LEYDS AND SIMMONDS**  
**BRAAMFONTEIN**  
**JOHANNESBURG**

#### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	<b>Bathobile Zuma</b>
TELEPHONE NUMBER	<b>011 085 7061</b>
E-MAIL ADDRESS	<b>Bathobile.zuma@prasa.com</b>

#### SUPPLIER INFORMATION

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

<p>2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>2.2 ARE YOU A FOREIGN-BASED SUPPLIER FOR <b>THE GOODS /SERVICES /WORKS</b> OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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#### QUESTIONNAIRE TO BIDDING ON FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
<p><b>IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS), AND IF NOT REGISTER AS PER 2.3 BELOW.</b></p>	

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

##### 1. BID SUBMISSION:

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

##### 2. TAX COMPLIANCE REQUIREMENTS

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

NUMBER MUST BE PROVIDED.

- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER: .....

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

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

DATE: .....

**NB:**

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

## **SECTION 2**

### **NOTICE TO BIDDERS**

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

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

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

#### **2 COMMUNICATION**

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

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

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

- 3.1.1 Bid/Tender Description
- 3.1.2 Bid/Tender Reference Number
- 3.1.3 Closing Date of Bid/Tender
- 3.1.4 Supplier Name.
- 3.1.5 Supplier Contact details.
- 3.1.6 The detailed complaint

#### **4 LEGAL COMPLIANCE**

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

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

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

#### **6 PRICING**

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

## **7 BINDING OFFER**

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

## **8 DISCLAIMERS**

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

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

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

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

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

## **9 LEGAL REVIEW**

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

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

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

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

## 11 PROTECTION OF PERSONAL DATA

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

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

## 12 EVALUATION METHODOLOGY

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

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

## 13 ADMINISTRATIVE RESPONSIVENESS

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

## 14 VALIDITY PERIOD

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

14.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period.

However, once the delegated authority has approved the process the validity of the successful respondent(s)' bid will be deemed to remain valid until the finalization of the award.),

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

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

## **16 RETURNABLE DOCUMENTS**

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

### **15.1. Mandatory Returnable Documents**

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



## SECTION 3

### EVALUATION CRITERIA

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

#### Stage 1A – Mandatory Requirements

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

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

No.	Description of requirement	
a)	Completion of ALL RFP documentation (includes ALL declarations)	
b)	Submission of a signed Briefing session Form D and signed briefing session attendance register	
c)	Signed Joint Venture, Consortium Agreement or Partnering Agreement (whichever is applicable) if applicable.	
d)	Clause to clause compliance to Specification  If the bidders did not comply (to any of the clauses) and returned the attached (Annexure 4) compliance specification sheet, it means they do not comply to the specification and the bid will be disqualified.	

#### Stage 1B – Other Mandatory Requirements

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

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

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

#### 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 4 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 5 below.

Item	Criteria	Weight
1	Organizational Experience	50
2	Experience and Qualification of key staff	40
3	Project program (Work plan) / Project Schedule	10
	<b>TOTAL</b>	<b>100</b>

Table 5: Technical Evaluation Criteria

### Technical Evaluation Criteria

Evaluation Area	Weight		Technical/Functional Criteria and Scoring
<b>Organizational Experience</b>  A track record of similar projects pertaining to Cleaning and dumping of litter.  <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, contract value inclusive of VAT. Furthermore, attach completion certificates signed by client indicating the value and type of work performed.</i>	<b>50</b>		Score will be based on similar successfully executed and completed projects:  0: Not submitted information/No response = 0 points  1: 1 similar project with certificate of completion = 10 points.  2: 2 similar projects with certificate of completion = 20 points.  3: 3 similar projects with certificate of completion = 30 points.  4: 4 similar projects with certificate of completion = 40 points.  5: 5 or more similar projects with certificate of completion = 50 points.  <b>NB: A minimum of 80% shall be attained for the bidder to be evaluated further.</b>
<b>Experience of key personnel</b> (based on CVs submitted)	<b>40</b>		The points will be based on the experience of minimum experience of all Three PCO:

Evaluation Area	Weight		Technical/Functional Criteria and Scoring
<ul style="list-style-type: none"> <li>Team Supervisors x 3 (with a minimum of three years' experience in Supervising of teams each).</li> </ul> <p>Provide copies of original qualifications and certificates. The copies must be certified by the commissioner of oath. The date on the stamp shall be three months or less old, before the closing date of the tender.</p> <p>If the qualification has been awarded in other language than English, please provide translation in English.</p> <p>Evaluation will be done on all 3 <b>personnel</b>. All educational qualifications should be SAQA accredited.</p>			<p>0: Not submitted information/No response = <b>0 points</b></p> <p>1: All Three Supervisors with less than 1-year experience = <b>8 points</b></p> <p>2: All Three Supervisors with 1 or more but less than 2 years' Experience=<b>16 points</b></p> <p>3: All three Supervisors with 2 or more but less than 3 years' experience = <b>24 points</b></p> <p>4: All Three Supervisors with 3 or more but less than 4 years' Experience= <b>32 points</b></p> <p>5: All Three Supervisors with 4 or more years' experience = <b>40 points</b></p> <p><b>NB: A minimum of 80% shall be attained for the bidder to be evaluated further</b></p>
<p><b><u>Project Approach and methodology</u></b></p> <p>Provide detailed technical approach / methodology that is aligned to the scope of work/ highlighting the risk/s and mitigation measures associated with working within the Rail environment</p> <p>Technical approach and methodology must demonstrate the understanding of the project scope of work in accordance with the following elements:</p> <ol style="list-style-type: none"> <li>1. Identification of risks and mitigation,</li> <li>2. Work breakdown of</li> </ol>	10		<p>The points for the project approach and methodology will be allocated as follows:</p> <p>0: No methodology or unrelated/ Irrelevant information provided = <b>0 points</b></p> <p>1: Methodology detailing less than two (2) elements in line with the scope of work provided =<b>2 points</b>.</p> <p>2: Methodology detailing 3 elements in line with the scope of work = <b>4 points</b>.</p>

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
activities, measurements & assessment, 3. Quality assurance, 4. Material & storage process, 5. Plant and equipment 6. Post quality inspection  <b>NB: The element listed above are not exhaustive.</b> <b>- At least a minimum of 6 elements should be provided</b>		3: Methodology detailing 4 -5 elements in line with the scope of work = <b>6 points</b> .  4: Methodology detailing All 6 elements in line with the scope of work = <b>8 points</b>  5: Methodology detailing 6 or more and more elements in line with the scope of work = <b>10 points</b>  <b>NB: A minimum of 80% shall be attained for the bidder to be evaluated further.</b>
Total	100	

Table 6: Detailed scoring methodology

**Note: Bidders that fail to achieve the minimum qualifying score of 80% on each evaluation criteria of functional/ technical requirements will not be considered for further evaluation.**

### Stage 3 – Price and Specific Goals

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

The maximum points for this tender are allocated as follows:

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

### FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### POINTS AWARDED FOR PRICE

## THE 80/20 PREFERENCE POINT SYSTEMS

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

### 80/20

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

Where

Ps = Points scored for the price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### 3. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Evidence	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Women owned	Certified copy of ID Documents of the Owners	4	
Black Youth owned	Certified copy of ID Documents of the Owners	4	
EME or QSE 51% Black Owned	Audited Annual Financial/B - BBEE Certificate/ affidavit	4	
Owned by black persons with disabilities	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability	4	
Black people living in rural areas	Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months	4	

**Table: Specific Goals**

## SECTION 4

### PRICING AND DELIVERY SCHEDULE

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

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

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

\_\_\_\_\_ code \_\_\_\_\_ (Full address) conducting business under the style or title of:

\_\_\_\_\_ represented by: \_\_\_\_\_ in my capacity as \_\_\_\_\_ being

duly authorized, hereby offer to undertake and complete the above-mentioned work/services at the prices quoted in the bills of quantities/schedule of quantities or, where these do not form part of the contract, at a lumpsum, of R \_\_\_\_\_ (amount in numbers);

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

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

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

## SECTION 5

### PRASA GENERAL CONDITIONS OF PURCHASE

#### General

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

#### Conditions

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

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

#### Price and payment

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

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

#### Delivery and documents

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

Where items are to be delivered to the Supplier:

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



**Containers/packing material**

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

**Title and risk**

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

**Rejection**

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

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

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

**Warranty**

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

**Indemnity**

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

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

**Assignment and sub-contracting**

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

## **Governing law**

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

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

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

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

Full Name	Identity Number	Name of a State institution

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

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

### 3 DECLARATION

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

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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## SECTION 7

SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and Specific Goals</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES POINTS AWARDED FOR PRICE

### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

- $P_s$  = Points scored for price of tender under consideration
- $P_t$  = Price of tender under consideration
- $P_{min}$  = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

The specific goals allocated points in terms of this tender	Evidence	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Women owned	Certified copy of ID Documents of the Owners	4	
Black Youth owned	Certified copy of ID Documents of the Owners	4	
EME or QSE 51% Black Owned	Audited Annual Financial/B - BBEE Certificate/ affidavit	4	
Owned by black persons with disabilities	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability	4	
Black people living in rural areas	Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months	4	

## DECLARATION

### WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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



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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

## SECTION 8

### CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING(N/A)

<b>Request number:</b>	<b>10352043</b>
<b>Request for Proposal:</b>	a service provider for the cleaning of the rail reserve between stations in the Prasa rail Gauteng province on an “as and when” required basis for 12 months

#### Attendance

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

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

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

\_\_\_\_\_ Designation

#### Acknowledgement

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

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

**DULY AUTHORISED SIGNATORY(IES)      WITNESSES**

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

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

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

## SECTION 9

### SPECIFICATION/SCOPE OF WORK

In line with the Prasa strategic objective, Operational effectiveness, PRASA RAIL – Infrastructure department aims to achieve continuous Perway service improvement and reliable track network. This can be achieved through maximizing focus on the infrastructure maintenance processes and maximizing the efficiency and effectiveness of Perway, Signal and Electrical infrastructure maintenance teams, Train Operations and Protection services associated with train delays when responding to call outs, emergencies and cable theft which negatively influence the efficiency and reliability of track network.

Gauteng Region consists of the following corridors:

- Johannesburg – Leralla / Pretoria: services Johannesburg, Germiston, Kempton Park, Kaalfontein, Tembisa, Oakmoor – Olifantsfontein - Pretoria
- Johannesburg–Daveyton: services Johannesburg, Germiston, Boksburg, Dunswart, Avenue, Northmead and Daveyton.
- Johannesburg–Springs: services Johannesburg, Germiston, Boksburg, Benoni, Brakpan and Springs
- Germiston–Kwesine: services Elsburg, Wadeville, Katlehong, Lindela and Pilot
- Germiston–Kliprivier–Vereeniging: services Germiston, Natal Spruit, Meyerton and Vereeniging
- Germiston–New Canada: services Germiston and the Reef south of central Johannesburg
- Johannesburg–New Canada–Vereeniging: services Johannesburg, Orlando, Midway, Lenz, Stretford and Houtheuwel
- Johannesburg–Oberholzer: services Johannesburg, Orlando, Westonaria and Carletonville
- George Goch–Naledi: services Booyens, New Canada, Dube and Naledi
- Johannesburg–Randfontein: services Langlaagte, Westbury, Maraisburg, Florida, Roodepoort, Krugersdorp and Randfontein
- Pretoria–Saulsville: services Pretoria, Pretoria West and Atteridgeville
- Pretoria/Belle Ombre–De Wildt/Mabopane: services Pretoria, Pretoria North, Ga-Rankuwa and Soshanguve
- Pretoria–Pienaarspoort: services Pretoria, Hatfield and Mamelodi

Hercules–Capital Park–Pienaarspoort: services Pretoria North and Mamelodi

## BACKGROUND INFORMATION

## **STATUS QUO**

The essence of the contract is that Prasa rail requires the cleaning of the rail servitude that pose a hindrance or hazard to train operations and infrastructure, and to have the area cleaned of all litter. In compliance to the Health and Safety act (Act 85 of 1993) and the Environmental conservation Act 1989 (Act 73 of 1989).

## **PROBLEM STATEMENT**

### **2.2.1 Litter can pose the following hazards:**

- A clean neat and hazardous free environment so we can run our trains at an optimal schedule with no delays
- By cleaning of the railway reserve, it will prevent the garbage blocking the drainage system and limit train delays.
- The cleaning will also increase the turnaround time for the callouts during the night so that train delays will be minimal within our networks.
- Prasa will comply with the health and safety act (Act 85 of 1993) and the Environmental conservation Act 1989 (Act 73 of 1989).
- Litter poses a fire hazard to signal cables, and rail infrastructure and contributes to a disruption in train service.
- Litter creates a springboard for criminal activity, and facilitates cable theft, loss and damage to infrastructure.
- Unmanaged areas contravene local Municipal bylaws, and poses a hazard to adjacent property
- The Town Councils are demanding more frequent cleaning cycles to maintain aesthetics within the urban environment.
- Litter impacts on rapid maintenance activities.
- Litter along the tracks, cable runs, Yards, substations and relay-rooms have to be cleaned as this poses a fire hazard to infrastructure and safety to personal and train operations.

## **PICTORIALS**



**The garbage next to the track  
between Leralla and Tembisa stations**



**The garbage on the embankment at Limindlela**



**The sleepers not visible and covered  
by the garbage at Limindlela**







**Johannesburg to Doornfontein covered by the garbage**

## **OBJECTIVE OF THE PROPOSED PROJECT**

### **DESIRED OUTCOMES FOR CARRYING OUT THE PROPOSED PROJECT**

The project aims to restore the Perway infrastructure to enable the rail reserve to function properly for all department to access the tracks for maintenance. The strategy will be to appoint a contractor/s for the cleaning of rail reserve on the identified section. Sections which are critical will be addressed first and the rest will be attended to according to priority.

### **PROJECT BENEFITS TO PRASA**

Perway department will clean all reserve rail in the Province and this will assist all infrastructure maintenance teams to be able to attend to emergencies and assist Train operations and Protection services when responding to incidents and protection of PRASA assets.

A clean neat and hazardous free environment so we can run our trains at an optimal schedule with no delays

will prevent the garbage blocking the drainage system and point machines and limit train delays.

The cleaning will also increase the turnaround time for the callouts during the night so that train delays will be minimal within our networks.

## **CURRENT MECHANISMS IN PLACE TO ADDRESS THE PROBLEM**

Perway has no mechanism in place currently, the contract expired 31 July 2023. The department is in the process to outsource the service provider in order to assist and address the current workload.

## **SCOPE OF WORK AND AREAS OF FOCUS**

- . PRASA RAIL intends to clean of rail reserve within the METRORAIL Gauteng Province

## **SCOPE OF THE DESIRED SOLUTION**

The scope of work required is for the service providers for cleaning of rail reserve within the PRASA Gauteng Province. The contract will be valid for a period of one (1) years for the contracted service provider to fulfil the contract on an “as and when” required basis in line with the demand and Perway operational requirements, respectively

## **DETAILS ON THE PREFERRED SOLUTION**

The preferred solution in addressing this challenge is by cleaning of rail reserve in Gauteng Perway

## **TARGETED AREA BY THIS PROJECT**

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

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

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

## **OTHER RELATED PROJECTS**

- Rehabilitation of service road
- Excavation, upgrading and rehabilitation of drainage systems.

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

This specification covers the cleaning of rail reserve at various sites in the Metrorail Gauteng Province. The Contractor shall do the work as directed by the Engineer or his representative and in accordance with the specifications set out in this tender/contract document

### **NATURE OF WORK**

**5.1.1 PRASA RAIL intends to clean the rail reserve within the PRASA Gauteng Province**

**5.1.2 The work must be done simultaneously by one team in the Gauteng Region.**

**5.1.3 PRASA RAIL reserves the right to accept the whole or a portion of the tender, as listed in the schedule of quantities and prices.**

**5.1.4 The tendered prices shall take into account and include all machines, plant and Consumables required for the proper completion of the work.**

## **SCOPE OF WORKS**

### **5.2.1 SCOPE**

**Please note that this service will be split into areas.**

**The Contractor shall remove all litter within the Railway reserve between stations at least once per month and not less than 10,000.00 m<sup>2</sup> or 1( Ha) a day.**



The contractor shall have at least three full time cleaning teams and will consist of not less than five people per team per day, three of them being flagmen to safeguard the teams from oncoming trains.

This contract covers:

#### **5.2.1.1 Cleaning the Railway Reserve from all Litter:**

The Contractor shall clean the Railway Reserve between one or more of the following stations.

Randfontein - Langlaagte

New Canada - Georg Goch

New Canada - Naledi

Langlaagte - George Goch (Excluding Mayfair to Doornfontein)

Mayfair - Johannesburg - Doornfontein

George Goch - Germiston

Olifantsfontein - Kaalfontein

Kaalfontein to Limmendela

Germiston- Daveton

#### **5.2.1.2 DEFINITIONS AND INTERPRETATION:**

The following definitions and interpretations are valid for this particular contract and shall be read in the context:

**5.2.1.2.1 Station/s** meaning "a Railway station with facilities for commuters to embark and disembark from commuter trains, extending 50 (fifty) meters beyond platform ends".

**5.2.1.2.2 Railway Reserve** meaning "the area between PRASA boundaries between stations, excluding the stations.

**5.2.1.2.3 Litter** meaning "paper or pieces of paper, plastic bags or pieces of plastic, any type of tins and cans, any glass pieces, any type of bottles, remains of any animals.

**5.2.1.2.1 Squareere meter:** Meaning cleaning between stations as per bill of quantity from station to station on a monthly basis according to the need.

### **5.2.1.3 EQUIPMENT AND MATERIAL:**

The Contractor shall supply all equipment and materials (black bags,PPE reflecting vests, etc.), which are necessary to execute the works as specified in the Contract Documents.

### **5.2.1 4 SAFETY REQUIREMENTS:**

**5.2.1.4.1** The Contractor shall comply with requirements of safety legislation and regulations in all respects.as well as covid 19 protocols.

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

**5.2.1.4.3**The Contractor shall prepare and submit to Prasa rail at the start of the contract, a comprehensive safety plan which shall also cover the following heading:

Transportation of flammable or explosive materials.

Transportation and/or equipment.

Transportation of personnel.

Storing flammable/explosive materials and/or equipment.

The accommodation of staff to comply with health and public regulations.

Covid 19 Protocols

**5.2.1.4.4** The contractor is responsible to appoint the safety officer fulltime on site whose sole responsibility will be to manage and monitor safety related issues on site

**5.2.1.4.5**The Contractor will be responsible for all protective clothing and – equipment for his employees.

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

**5.2.1.4.7** The contractor shall appoint at each work site a person whose sole task shall be to be on the lookout for approaching rail and road traffic. His/her employee shall operate an audible warning device to timeously warn all people on the work site of approaching rail and road traffic.

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

**5.2.1.4.9** The Contractor shall appoint a responsible representative at the site, who shall be present while the works is in progress and ensure that safe working practices are implemented.

**NB:** All employees of the contractor shall wear reflecting vests for clear visibility to train drivers and the contractor will be responsible to supply his employees with reflecting vests.

Take note that there are dangerous circumstances like fast moving trains, embankments and in cuttings and up and down slopes.

#### **5.2.1.5 Signal and Electrical Equipment:**

Under no circumstances shall the Contractor or his employees tamper with electrical equipment (cables, switch gear, leakage systems, distribution points), signal equipment (point machines, signal lamps, cables, connection boxes) and perway (rails, rail fittings, ballast). If there is electrical or signal failure and it is proved that the cause thereof is due to the works of the Contractor, the Contractor may be held responsible for repairing costs and other costs involved.

#### **5.2.1.6 Moving Trains:**

The Contractor shall ensure that his employees are trained to work close to or between railway lines (tracks).

When working close to or between railway lines, the Contractor will have three registered flagmen safeguarding the team against moving trains. Two employees will face in opposite directions to cover trains from both directions and give a clear warning to the team to move from the railway lines

timorously to a safe area. One flagmen will be stationed at the team and have a whistle to warn the team of oncoming trains.

The Contractor will be fully liable for any claims lodged against the contractor due to negligence on his part, accidents / injuries / deaths involving trains or any other incidents.

#### **5.2.1.7 Stoppage of Works:**

Any PRASA rail employee has the right to stop the Contractor from performing the works / activities, if there is proof of unsafe working conditions / methods and the Contractor will only be allowed to continue after the implementation of safe conditions / methods.

#### **5.2.1.8 PROJECT SPECIFICATIONS:**

##### **5.2.1.8.1 Cleaning of Railway Reserve:**

The Contractor shall remove all litter within the Railway reserve between stations at least once per month and not less than 10,000.00 m<sup>2</sup> or 1( Ha) a day.

If required, the Contractor will be instructed to re-organize his/her resources to clean the section or part/s thereof more or less frequently, depending on the workload.

All cleaning to be done starting on a Monday on the Easton side and on a Wednesday on the Western side

The cleaning teams will consist of not less than five people per team, three of them being flagmen to safeguard the teams from oncoming trains.

All litter shall be removed by the Contractor from the sites daily and dumped at a legal dumping site. If illegal dumping is proved, the contract will be cancelled immediately. Dumping slips must be provided that was issued by the municipal dumping site

No burning of any litter is allowed on the reserve in accordance to the Occupational Health and safety Act 1993 (Act 85 of 1993) and Environmental Conservation Act 1989 (Act 73 of 1989) falling to comply with these Acts can lead to the termination of the contract.

The contractor must comply with the basic employment act minimum wage working hours etc.

No black plastic bags are to be left next to/in or on the railway reserve for more than a day after each cleaning cycle.

Work programs must be submitted on a monthly basis at least 7 days prior to work.

#### 5.2.1.9 Reporting of Faults:

The Contractor shall report any noticeable faults (missing fences, holes in fences, illegal occupation of land, loose screws and rail fittings, damaged cables) to Control 401 (011) 773-8562.



Before

After

The Contractor will be paid the agreed amount after completion of the works and within 30 days after submission of the approved original tax invoice.

All contractors are to report to the section track inspector prior to beginning any cleaning or entering premises and upon completion the section, track inspector is to certify that the site is clean. The section Track Inspector will issue the site access certificate, allowing the contractor access to the railway reserve. Failure by the contractor to produce this document may lead to criminal offence and may be seen as trespassing.

#### CLEANING THE RAILWAY RESERVE SUMMARY OF ALL AREAS:

ITEM	SUMMARY OF ALL AREAS	UNIT Ha

	<b>Cleaning of Railway Reserve between stations:</b>	
<b>1.1</b>	<b>Randfontein to Langlaagte</b>	<b>Ha</b>
<b>1.2</b>	<b>Langlaagte to New Canada</b>	
<b>2.1</b>	<b>New Canada to George Goch</b>	<b>Ha</b>
<b>2.2</b>	<b>Crown to Nasrec</b>	<b>Ha</b>
<b>2.3</b>	<b>Crown to Westgate</b>	<b>Ha</b>
<b>2.4</b>	<b>Booyesen's to Faraday</b>	<b>Ha</b>
<b>3.1</b>	<b>New Canada to Naledi</b>	<b>Ha</b>
<b>3.2</b>	<b>New Canada to Houtheuwel</b>	<b>Ha</b>
<b>4.1</b>	<b>Midway to Oberholzer</b>	<b>Ha</b>
<b>5.1</b>	<b>Langlaagte to George Goch (Excluding Mayfair to Dooringfontein)</b>	<b>Ha</b>
<b>6.1</b>	<b>Mayfair to Johannesburg west</b>	<b>Ha</b>
<b>6.2</b>	<b>(10 cleaning people per team per week) Johannesburg East to Dooringfontein (15 cleaning people per team per week)</b>	<b>Ha</b>
<b>7.1</b>	<b>George Goch to Germiston</b>	<b>Ha</b>
<b>7.2</b>	<b>Germiston to Olifantsfontein</b>	<b>Ha</b>
<b>7.3</b>	<b>Kaalfontein to Lerala (one per week) (10 Cleaning people per week)</b>	<b>Ha</b>
<b>8.1</b>	<b>Germiston to Kwesine via</b>	<b>Ha</b>
<b>8.2</b>	<b>Kutalo</b>	<b>Ha</b>
<b>8.3</b>	<b>Germiston to Springs</b>	<b>Ha</b>
<b>8.4</b>	<b>Dunswart to Daveyton</b>	<b>Ha</b>

	<b>Germiston to Park Hill to Elsburg</b>	
<b>9.1</b>	<b>Germiston to Vereniging (via Myerton)</b>	<b>Ha</b>
<b>10.1</b>	<b>Springs to Nigel</b>	<b>Ha</b>

## **5.2.2 SUFFICIENCY OF TENDER**

**5.2.2.1** The contract will only be awarded to a tenderer who has a proven record.

**5.2.2.2** The Contractor shall inspect and examine the site and its surroundings and shall satisfy himself with measurements, etc. before submitting his tender as to the form and nature of the site, the quantities and nature of the work, and material necessary for completion of the works, the means of access to the site, shall consider and take into account any security and risks, contingencies and other circumstances that may influence, or affect his tender.

## **5.2.3 DURATION OF CONTRACT**

The contract will commence immediately after the appointment of the contractor on an “as and when” required basis for a period of 12 months.

## **5.2.4 COMPLIANCE WITH STATUTES**

**5.2.4.1** The Contractor’s procedures shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities.

## **5.2.5 TO BE PROVIDED BY PRASA RAIL**

The following services to be provided free of charge by PRASA RAIL where required:

**5.2.5.1 A Site Access certificate. The Contractor will not be allowed to start with any part of the contract on site before a signed certificate has been issued.**

#### **5.2.6 TO BE PROVIDED BY THE CONTRACTOR**

**5.2.6.1 In addition to all labour, materials, plant, equipment and incidentals needed to complete the work, the Contractor shall provide all accommodation and toilet facilities for his employees.**

**5.2.6.2 The Contractor shall provide at his own cost any security measures he may deem necessary for safe and effective execution of the work within the contract area for the duration of the contract.**

**5.2.6.3 The Contractor shall provide at his own cost a Site Instruction Book, a Site Dairy and a Safety File to be handed to the Technical Officer at the award of the contract. Work will not be allowed to commence without proof that the Safety File was approved by the PRASA Risk department.**

**5.2.6.4 A work program shall be submitted to the Technical Officer within 1 week from the date of the acceptance of the tender in the form of bar chart with sufficient detail to show clearly how the works will be performed.**

**5.2.6.5 The contractor is responsible to appoint the safety officer fulltime on site whose sole responsibility will be to manage and monitor safety related issues on site.**

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

#### **5.2.7 SCHEDULE OF QUANTITIES AND PRICES**

**5.2.7.1 The quantities in the Schedule of Quantities are estimated and may be increased or decreased in accordance with operational requirements and budget constraints. The Contractor shall submit with his tender a complete and detailed priced schedule (prepared in black ink) for the work.**

**5.2.7.2 Each item shall be priced by the Tenderer. If the Contractor has omitted to price any items in the schedule, the tender may be rejected as incomplete.**

**5.2.7.3 The short description of the items in the schedule is for identification purposes only. The Minor Works Contract together with the Special Conditions of Contract and Specifications shall be read in conjunction with the schedules, and in so far as they have any bearing, shall be referred to**



for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities, and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the schedule of quantities and prices.

## **5.2.8 CONTRACT PRICE ADJUSTMENT**

**5.2.8.1** The Contractor's rates and contract price will be fixed for the duration of the contract and a contract price adjustment will not apply. The Contractor must allow in the tendered rates for any increases in prices such as for fuel, plant maintenance, material, tools, labour, etc.

## **5.2.9 SITE MEETINGS**

The Contractor shall attend site meetings when required. These meetings will be held under the chairmanship of the Technical Officer or his Deputy.

## **5.2.10 SITE BOOKS**

**5.2.10.1** The site Instruction Book shall have triplicate numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked "Site Instruction Book".

**5.2.10.2** The triplicate Site Diary shall be clearly marked "Site Diary". At the end of each day a line shall be drawn below the last entry of the day and both the Contractor and a Technical Officer or his Deputy shall sign across the line. If no entry was made, a "NIL" return must be entered and signed. The two carbon copies are for the Contractor and Technical Supervisor's files respectively.

**5.2.10.3** Any claim arising from delays which cannot be substantiated by reference to the Site Diary will not be considered.

**5.2.10.4** This Site Diary shall serve as a daily record of all relevant information concerning work done during the day and site conditions prevailing on site.

**5.2.10.5** Only persons authorized in writing by the Technical Officer or Contractor may make entries in the site books.

**5.2.10.6** Receipt of materials supplied by PRASA shall be recorded in the "Site Diary".

**5.2.10.7** The Contractor must keep a copy of the approved Safety File available on site at all times.

#### **5.2.11 INFORMATION TO BE PROVIDED WITH TENDER**

The Tenderer shall submit the following information at the time of tendering:

**5.2.11.1** Full description of the tools and work methods to be used for all aspects of the work required ensuring performance as specified.

**5.2.11.2** Whether the tenderer intends to work on Saturdays, Sundays or Statutory holidays or is prepared to work on such days if required to do so by PRASA.

The Schedule of Quantities and Prices must be completed in full.

A detailed program shall be submitted with the tender.

#### **5.2.12 PENALTIES AND REMEDIAL WORK**

**5.2.12.1** The provisions in the Minor Works 287 contract, pertaining to “penalties for late completion” shall apply to this contract. Where the Contractor fails to complete the work within the contract period a penalty amount of 0.05% per day will be applied.

**5.2.12.2** Any trains delayed and/or cancelled caused by the Contractor for whatever reason, will be for his account. Penalties for trains delayed/cancelled will be at rate of R5000.00 per hour or part there-of no matter the amount of trains delayed/cancelled. The time will be recorded in the Site Diary.

#### **5.2.13 PROGRAMME OF WORK**

**5.2.13.1** The Contractor shall undertake the planning and programming of the entire project and shall submit to the Technical Officer for approval full particulars thereof within one week from the date of acceptance of the contract.

#### **5.2.14 PERFORMANCE MONITORING AND EVALUATION**

**5.2.14.1** The Contractor shall at all times be responsible for supervision of the work and for follow-up instructions to monitor that the work is being done to specification. He shall immediately take appropriate remedial action, in areas where the specified standards are not achieved.

**5.2.14.2** The Technical Officer shall at any time during the contract period do inspections.

**5.2.14.3** During these inspections' conformance to the standards of workmanship shall be evaluated.

Work that does not comply with the specified standards will be recorded as "rejected work" and will be subject to remedial action. The rejected work can only be contested by the Contractor at the time and place of rejection.

#### **5.2.15 REMEDIAL WORK AND NON-PERFORMANCE**

**5.2.15.1** The Contractor shall implement immediate remedial action of rejected work.

**5.2.15.2** In the case of inaction or non-conformance by the Contractor, PRASA RAIL reserves the right to implement remedial action and recover the cost from the Contractor.

**5.15.3** 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 cancel the contract with immediate effect. Monies owed to the Contractor for work done and accepted up to the time of cancellation 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.

#### **GENERAL**

**5.3.1** Claims for payment will be made on a monthly basis.

**5.3.2** No payment will be made for rejected work where workmanship does not meet the standards specified until remedial work has been completed and conformance to the specification has been achieved.

**5.3.3** After completion of a specified area, the work will be measured for conformance to the specification.

The Contractor will thereafter receive payment for the completed work that conforms to the standards at the rates tendered for that item(s) as listed in the Schedule of Quantities and Prices,

**5.3.4 All prices quoted must also include for the cleaning of site**

**5.3.5 PRASA RAIL reserves the right to adjust quantities to conform to budget constraint  
SAFETY**

**5.4.1 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.**

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

**5.4.3 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.**

**5.4.4 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.**

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

**5.4.6 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.**

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

**5.4.8 The Contractor shall make necessary arrangements for sanitation and water**

**5.4.9 The safety file will be approved only after all the requirements on the checklist are met.**

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

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

**5.412** 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.

**5.4.13** 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.

**5.4.14** 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.

## **GENERAL**

**5.5.1** 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.

**5.5.2** 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.

**5.5.3** PRASA RAIL shall assist the contractor with the training of flagman.

**5.5.4** 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.

**5.5.5** 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.

**5.5.6 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.**

## **METHOD STATEMENT**

**Contractor is requested to submit with their tender a method statement, in it the following should be outlined in detail:**

**5.6.1 Procedure in carrying out the work**

**5.6.2 Technical capability**

**5.6.3 All Resources (Labour, Plant, Equipment, Support and Outside Services) that the contractor proposes to use in the execution of the works.**

## **HOURS AND DAYS OF DUTY / OCCUPATION**

**5.7.1 Work shall proceed during weekdays from 07h00 to 16h30 and or over weekends from 07h00 to 17h00. Most of work will be done during the week and 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:**

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

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

## **BONDS AND GUARANTEES**

**5.8.1 Surety in the amount equal to either 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.**

**All work done shall be guaranteed for a period of 1 months after the successful handover**

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

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

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

**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.**

#### **PAYMENT CERTIFICATE**

**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.**

**The Contractor shall then submit a VAT invoice and attach the above Progress Certificate for payment by the Employer. A USB drive in Excel table format of before and after photo's on a company Letter head must be submitted with invoice.**

**Claims for payment will only be made on a monthly basis and payments will be made within 30 days of approved invoices.**

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

#### **PRICING THE WORKS**

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

The contract period shall be inclusive of the cleaning of rail reserve in the Gauteng Region on an “as and when” required basis for a period of 12 months.

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.

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.

## **PENALTIES**

If the Contractor fails to complete the Services within the time 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.

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

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 5.11.1

## **CONSTRUCTION RELATED SECURITY**

### **MANDATORY SECURITY REQUIREMENTS**

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

5.12.3 All security officials utilized in this project shall be South African Citizens.

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



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

**5.12.6 The security to be provided by the contractor shall be responsible for both the appointed contractor's assets and PRASA's assets on site.**

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

**5.12.8 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.**

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

## **Risks**

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

<b>Risk</b>	<b>Probability</b>	<b>Mitigation</b>
<b>Theft of Installed equipment</b>	<b>High</b>	<b>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.</b>
<b>Hi-jacking of site personnel vehicles</b>	<b>High</b>	<b>Armed Escorts to and from the site</b>

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
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## OVERALL STAFFING AND KEY RELATED PROFESSIONAL STAFF

### 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:

- One health and safety officer per team

### General labours

- All general labour must be medical fit.

## 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:

- Manual for Track Maintenance 2000
- Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act (Act 85 of 1003) and Applicable Regulations (E4E);
- Specification for Works On, Over, Under or Adjacent to Railway Lines and Near High Voltage Equipment (SPK7/1);
- Railway Safety Regulator Act (Act 16 of 2004).

Norms, Standards and Guidelines.

### TIME FRAMES / PROGRAMS

### KEY MILESTONES

“as and when” required basis for 12 months

Is this a CIDB related Project? ( / No )

If YES, What is the applicable Class of Work & Grade?

**Project specific terms and condition**

**E10: General specifications for Railway tracks Refers to Manual for Track Maintenance 2000**

**E10/10: Drainage cleaning Refers to Manual for Track Maintenance 2000**

**Prices to remain fixed for the duration of contract.**

**PROJECT SPECIFIC SAFETY AND RELATED REGULATIONS**

**10.1 All work in this contract shall comply with the:**

**Occupational Safety Act No 85 of 1993, National Environmental management Act 107 of 1997**

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

**The Contractor shall comply with all applicable legislation and PRASA's safety requirements adopted from time to time and instructed by the Project Manager or his/her delegated assistant. 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.**

**The Contractor shall report all incident verbally or telephonically to the Project Manager or his/her delegated assistant within 5 minutes of occurrence and the contractor shall submit a written preliminary incident report to the Project Manager or his/her delegated assistant within 12 hours of its occurrence and a final report to be submitted within 24 hours of its occurrence.**

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

**The Contractor shall make necessary arrangements for sanitation and water at these relevant sites during the control of vegetation.**

**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.**

**All work shall always comply with the E7/2 Specification attached hereto.**

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

**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.

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 material

The site access certificate shall only be issued (to the successful bidder) after the evaluation and approval of the safety file.

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 PRASA SHE Specification.

The contractor is responsible for appointing the safety officer fulltime on site whose sole responsibility will be to manage and monitor safety related issues on site.

All drivers must have valid driver's licenses and Public Drivers Permits (PDP) where applicable. Vehicles must be road worthy.

The Contractor will be responsible for all protective clothing and equipment for his/her employees. Normal protection measures in accordance with the Protection Manual shall apply.

All protection arrangements shall always remain under the supervision and responsibility of a Project manager or his/her delegated assistant.

The contractor shall always be required to supply adequate and competent supervision. (as required by PRASA) to properly supervise the execution of the work.

The contractor must supply his/her own flagmen with valid flagmen certificate as required per work site for protection duties. (At least 3 flagmen per site)

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

The contractor shall not allow any persons on the work site to venture within the structure gauge when this warning procedure is not operating effectively.

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

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 the work site before work proceeds.

This clause will remain effective for the duration of the contract until the contractor hand back the site to PRASA Project Manager or his/her delegated assistant.

## **EVALUATION METHODOOGY**

### **EVALUATION AND SCORING METHODOLOGY PROCESS**

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

The following levels will be applied in the evaluation:

<b>LEVEL</b>		<b>DESCRIPTION</b>
<b>Verify completeness</b>		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.
<b>Verify compliance</b>		The Bids are checked to verify that the essential RFP requirements have been met. Non-compliant Bids will be disqualified.
<b>Detailed Evaluation of Technical</b>		Detailed analysis of Bids to determine whether the Bidder can deliver the Project in terms of business and technical requirements. The minimum threshold for technical evaluation is [80%], any bidder who fails to meet the minimum requirement will be disqualified and not proceed with

LEVEL		DESCRIPTION
		the evaluation of Price and Specific Goals.
Specific Goals		Evaluate Specific Goals
Price Evaluation		Bidders will be evaluated on price offered.
Scoring		Scoring of Bids using the Evaluation Criteria.
Recommendation		Report formulation and recommendation of Preferred and Reserved Bidders
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 too close in terms of points awarded.
Approval		Approval and notification of the final Bidder.

Table 1: Levels that will be applied in the evaluation.

## EVALUATION PROCESS

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 2 below for the selection of the preferred bidder that shall render / deliver the required works, goods and / or services.

## SECTION 10

**THE APPOINTMENT OF SERVICE PROVIDER FOR CLEANING OF THE RAIL RESERVE BETWEEN STATIONS IN PRASA RAIL GAUTENG PROVINCE ON AN “AS AND WHEN” REQUIERD BASIS FOR 12 MONTHS.**



**Name of the Bidder:** .....

**RFQ Number:** .....

### COMPLIANCE SPECIFICATION SHEET

#### 1 SPECIFICATIONS OF THE WORK OR PRODUCTS OR SERVICES REQUIRED.

No	Requirement(s)	Compliance Status (Yes / No)	BIDDERS Comment(s)
1.	Cleaning of Railway Reserve between stations		

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2024

Name: \_\_\_\_\_ Designation \_\_\_\_\_

**SECTION 11**  
**PRICING SCHEDULE**

ITEM NO.	DESCRIPTION	UOM	QUANTITY	Total per Ha
1	Cleaning of Railway Reserve between stations:	Hectare	1 Ha	R
Total excluding Value Added Tax				R
Value Added Tax (15%)				R
Total Value including Value Added Tax				R