

ANNEXURE 1

BID NUMBER: *DBN/CAP(BAC)026*

REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF SERVICE PROVIDERS FOR THE MAINTENANCE OF RAILWAY TRACK WITH AN ON- TRACK MAINTENANCE MACHINE FOR KWA ZULU NATAL REGION FOR A PERIOD OF 36 MONTHS FOR PRASA KZN

CLOSING DATE	21 AUGUST 2023
CLOSING TIME	12:00
BRIEFING SESSION	COMPULSORY
	DATE: 07 AUGUST 2023
	TIME:10H00
BID DOCUMENTS DELIVERY ADDRESS	PASSENGER RAIL AGENCY OF SOUTH AFRICA TENDER BOX NO. 07 PRASA RAIL KZN 65 MASABALALA YENGWA AVENUE GREYVILLE DURBAN STATION ROOF LEVEL ENTRANCE
BIDDER NAME	

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.
- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP's closing date;
- Make no award at all;
- Validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to PRASA to do so;

- Request annual financial statements prepared and signed off by a professional accountant or other documentation for the purposes of a due diligence exercise; and/or
- Not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it.

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

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

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, PRASA reserves the right to cancel the contract and/or place the Respondent on PRASA's list of Restricted Suppliers.

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

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

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

SCHEDULE OF BID DOCUMENTS

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INVITATION TO BID PART A	Form A
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BRIEFING/SITE INSPECTION CERTIFICATE	Form D
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1 LIST OF ANNEXURES TO THE RFP

DRAFT CONTRACT

Annexure 3

RFP CLARIFICATION FORM

Annexure 4

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” has the same meaning as ascribed to the Broad-Based Black Economic Empowerment Act, 2003, as amended .
- 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 **21 August @12H00;**
- 5.15 “Project” means this project for the **APPOINTMENT OF SERVICE PROVIDERS FOR THE MAINTENANCE OF RAILWAY TRACK WITH AN ON-TRACK MAINTENANCE MACHINE FOR KWA ZULU NATAL REGION FOR A PERIOD OF 36 MONTHS FOR PRASA KZN**
- 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	APPOINTMENT OF SERVICE PROVIDERS FOR THE MAINTENANCE OF RAILWAY TRACK WITH AN ON-TRACK MAINTENANCE MACHINE FOR KWA ZULU NATAL REGION FOR A PERIOD OF 36 MONTHS FOR PRASA KZN
BID ADVERT	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. With effect from 28 July 2023
ISSUE DATE	28 July 2023
COLLECTION DATE DEADLINE (NOT APPLICABLE)	
BRIEFING SESSION	COMPULSORY 07 August 2023 @10H00
CLOSING DATE	21 August 2023 @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 Working Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.
CLOSING DATE FOR QUESTIONS	16 August 2023 @16H00
CLOSING DATE FOR RESPONSES	18 August 2023 @16H00
CONTACT PERSON	RANI PADAYACHEE- rani.padayachee@prasa.com

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

2 FORMAL BRIEFING

A compulsory/non-compulsory pre-proposal RFP briefing will be conducted at PRASA RAIL KZN, 65 Masabalala Yengwa Avenue, Greyville, Durban Station on the **07 August 2023 @10H00-** [Respondents to provide own transportation and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

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

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

BRIEFING SESSION MINUTES AND NOTES

2.3 PRASA will issue briefing session minutes or notes together with the response to the clarification questions

2.4 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.

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

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

3 PROPOSAL SUBMISSION OF RFP RESPONSE

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

The Secretariat

RFP No: DBN/CAP(BAC)026

Description of Bid APPOINTMENT OF SERVICE PROVIDERS FOR THE MAINTENANCE OF RAILWAY TRACK WITH AN ON-TRACK MAINTENANCE MACHINE FOR KWA ZULU NATAL REGION FOR A PERIOD OF 36 MONTHS FOR PRASA KZN

Closing date and time: **07 August 2023 @12H00**

Closing address *PRASA RAIL KZN, 65 Masabalala Yengwa Avenue, Greyville, Durban Station, Roof Level Entrance*

4 DELIVERY INSTRUCTION FOR RFP

Delivery of Bid

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

THE SECRETARIAT
PRASA RAIL KZN
65 MASABALALA YENGWA AVENUE
GREYVILLE
DURBAN STATION
4001

4.1 B-BBEE Joint Ventures or Consortiums

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

5 COMMUNICATION

5.1 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 rani.padayachee@prasa.com before or on **16 August 2023**, substantially in the form set out in **Annexure 4** hereto.

- 5.2 In the interest of fairness and transparency PRASA's response to such a query will be made available to the other Respondents who have attended a compulsory and a non-compulsory briefing session. For this purpose PRASA will communicate with Respondents using the contact details provided at the compulsory and a non-compulsory briefing session.
- 5.3 After the closing date of the RFP, a Respondent may only communicate in writing with the Bid Secretariat, at telephone number 031 8130138, email rani.padayachee@prasa.com on any matter relating to its RFP Proposal.
- 5.4 Respondents are to note that changes to its submission will not be considered after the closing date.
- 5.5 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.

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

- 7.6.1 Bid/Tender Description
- 7.6.2 Bid/Tender Reference Number
- 7.6.3 Closing date of Bid/Tender
- 7.6.4 Supplier Name;
- 7.6.5 Supplier Contact details
- 7.6.6 The detailed compliant

6 CONFIDENTIALITY

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

related to PRASA's business, written approval to divulge such information should be obtained from PRASA.

6.2 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.

7 INSTRUCTIONS FOR COMPLETING THE RFP

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

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

Volume 1 (Envelop 1/Package 1)

- **Part A:** Mandatory Requirements Response

Part B: Technical or Functional Response (response to scope of work)

Volume 2 (Envelop 2/ Package 2)

- **Part C:** Financial Proposal and Specific Goals

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

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

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

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

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

- 7.7 Each response to RFP must be in English and submitted in A4 format, except other graphic illustrations, which may not exceed A3 format, unless the contrary is specifically allowed for in this RFP. Responses to RFP should be neatly and functionally bound, preferably according to their different sections.
- 7.8 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.
- 7.9 The responses to RFP formulation should be clear and concise and follow a clear methodology which responses to RFP should explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- 7.10 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.
- 7.11 Information submitted as part of a responses to RFP should as far as possible, be orderly according to the order of the required information requested by PRASA. All pages should be consecutively numbered.
- 7.12 Responses to RFP should ensure that each requirement contained in the RFP is succinctly addressed. Responses to RFP should as far as possible use the terms and definitions applied in this RFP and should clearly indicate its interpretation of any differing terminology applied.
- 7.13 Response to RFP documents are to be submitted to the address specified in [this RFP](#), and Bidders should ensure that the original and copies (where applicable) are identical in all respects as PRASA will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document.
- 7.14 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.

- 7.15 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.
- 7.16 Bidders are required to review the Contract. Bidders may further amend and or delete any part of the Draft Contract where they deem fit to do so. Where Bidders have amended and or deleted any part of the Contract, it must be clearly visible by using track changes and must ensure that the disc copy of their bid submission for the Draft Contract is in word version and not password protected. **It must be noted that the marked up Contract will form part of contract negotiations processes with the preferred bidder.**

8 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	28 July 2023
Briefing Session for Bidders	07 August 2023@10H00
Closing date for Questions	16 August 2023@16H00
Closing date for Responses	18 August 2023@16H00
Closing Date for Submission of final Bid	21 August 2023@12H00
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

9 LEGAL COMPLIANCE

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

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.

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. 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:** _____.

11 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 paragraph 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:_____.

12 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

BACKGROUND OVERVIEW AND SCOPE REQUIREMENTS

1 INTRODUCTION AND BACKGROUND

Passenger Rail Agency of South Africa ("PRASA") has identified the need to appoint a service provider for APPOINTMENT OF SERVICE PROVIDERS FOR THE MAINTENANCE OF RAILWAY TRACK WITH AN ON-TRACK MAINTENANCE MACHINE FOR KWA ZULU NATAL REGION FOR A PERIOD OF 36 MONTHS FOR PRASA KZN

OVERVIEW

PRASA is in the process of restoring the railroad geometry and re-arrange the ballast under the sleeper to keep the track in position and provide it with a homogenous ballast bed. Geometry correction shall be executed with an On-Track Ballast Tamping Machine by means of compacting sufficient ballast under the sleepers to form a firm interlocking mass which will support the sleepers at the correct level and enable trains to run at the permissible design speed.

PRASA seeks to benefit from this partnership in the following ways: APPOINTMENT OF SERVICE PROVIDERS FOR THE MAINTENANCE OF RAILWAY TRACK WITH AN ON-TRACK MAINTENANCE MACHINE FOR KWA ZULU NATAL REGION FOR A PERIOD OF 36 MONTHS FOR PRASA KZN

PRASA must receive reduced cost of acquisition and improved service benefits resulting from the Service Provider's economies of scale and streamlined service processes.

- 1.1 PRASA must achieve appropriate availability that meets user needs while reducing costs for both PRASA and the chosen Service Provider(s).
- 1.2 PRASA must receive proactive improvements from the Service Provider with respect to provision of Services and related processes.
- 1.3 PRASA's overall competitive advantage must be strengthened by the chosen Service Provider's leading edge technology and service delivery systems.
- 1.4 PRASA end users must be able to rely on the chosen Service Provider's personnel for service enquiries, recommendations and substitutions.
- 1.5 PRASA must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

2 KEY OBJECTIVES OF THE RFP

This RFP has been prepared for the following purposes:

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

3 PICTORIALS



Figure 228: Vertical Alignment Defect Clearly Visible before Tamping



Figure 229: Tamping Removed the Defect to Restore the alignment

Figure 230 provides a schematic illustration of the tamping process in 4 simplified steps.

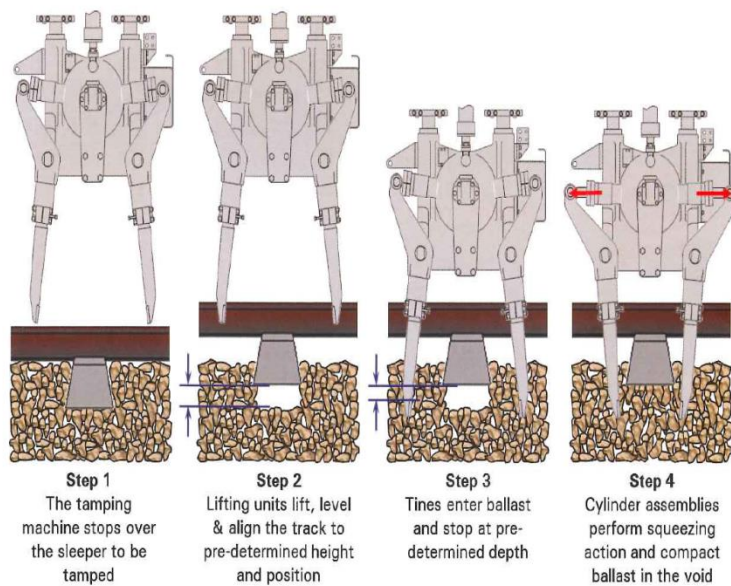


Figure 230: Tamping Process Description

Poor track conditions compromise the safety and quality of service provided to our commuters. A lack of tamping results in track alignment conditions that are prone to safety risks of derailments and damage to rolling stock. The only solution to reduce the risk is to impose speed restrictions or to curtail the service and such move would in turn compromise the quality of service offered to commuters. This scenario is currently prevalent in the Kwa Zulu Natal Province where poor track alignment conditions present a risk to quality service and safety. Tamping machine reduces the time required to carry out maintenance, also reduces the number of train delays and the total cost of maintenance when all related costs are considered. If not monitored properly it can cause derailments that may lead to loss of life, goods, and property. It may also cause infrastructure performance delays through the introduction of speed restrictions and limiting availability and reliability of the Perway infrastructure.

4 SCOPE OF WORKS AND AREAS OF FOCUS

The scope of work entails the maintenance of railway track with an on-track ballast tamping machine for Kwa Zulu Natal Region. The contract will be valid for a period of three (3) years for the contracted service provider to perform the maintenance of track using mechanized ballast tamping machine in line with the demand and Perway operational requirements, respectively. 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.

4.1 SCOPE OF THE DESIRED SOLUTION

The scope of work required is for the service providers to provide maintenance of Permanent track with heavy-duty on-track ballast tamping machine that meet the stated technical and maintenance team for the maintenance of railway track with an on-track maintenance machine for Kwa Zulu Natal Region. The contract will be valid for a period of three (3) years for the contracted service provider to fulfil the contract in line with the demand and Perway operational requirements, respectively.

4.2 REQUIRED PROFESSIONAL SERVICES

The appointed company will be required to render a professional service of maintenance of railway track with an on-track ballast tamping machine for Kwa Zulu Natal Region.

4.3 INSURANCE REQUIREMENTS FOR THE PROJECT

The contractor will be responsible for ALL RISK INSURANCE of the works. ALL RISK INSURANCE will cover and not limited to contract works insurance, public liability, off-site storage, SASRIA and theft.

4.4 TARGETED AREA BY THIS PROJECT

The place of work shall be the Kwa Zulu Natal Region corridors. The sequence of work shall be determined on an on-going basis based on operational requirements and availability of occupations. This will be communicated in time to the contractor.

4.5 PRASA'S RESPONSIBILITIES

PRASA will provide the following free of charge: -

- 4.5.1 Water to operate the machinery, where available. The quality of water cannot be guaranteed.
- 4.5.2 Free traffic consignment notes for the conveyance by rail from one area of operation to another or from the Contractor's workshop or depot to the area of operation and vice versa will be issued for the machine (whether under own power, coupled to a train or loaded onto a railway truck), spares, caravans used with the machine and either of one spares trailer or one light delivery vehicle.
- 4.5.3 PRASA will be responsible for the safety of the machine in so far as train working is concerned and will provide a qualified employee for each machine or group of machines, who will be in charge and who will -
 - travel in the cab of the machine whenever it moves as a train outside occupation areas.
 - arrange protection for and supervise the operation of the machinery within the zone of protection, whether it is working, moving, or standing idle.
 - supervise all on-tracking and off-tracking operations and ensure that the machine is made secure when parked at the staging point.
- 4.5.4 Before work is commenced, the Technical Officer's deputy will enter in the work book the approximate positions of underground or hidden electrical conductors that may affect, or be affected by, the Work to be done under the Contract, or alternatively, endorse in the workbook that no such conductors exist.
- 4.5.5 Nothing contained here in shall detract from the Contractor's obligation to exercise care in all respects in carrying out their duties under the Contract.

4.6 EXTENT AND COVERAGE OF THE PROPOSED PROJECT

The project will cover all the prioritised areas for Prasa Kwa Zulu Natal Region.

4.7 MEASUREMENTS AND PAYMENT

The quantities in the Schedule of Quantities and/or Prices are estimated and may be more or less than stated. The Technical Officer will measure all the work done and certify payment therefore in accordance with the Schedule of Quantities and/or Prices. The absence of stated quantities is no guarantee that none will be required.

- 4.7.1 Payment for establishment of a machine at the commencement of the Contract will only be made after the machine has attained the required minimum availability over a period of one month.
 Should the Contract not be completed for any reason whatsoever, due to the Contractor, he shall refund to PRASA a percentage of the establishment cost. The refund shall be proportional to the uncompleted period of the Contract.
 In the case of unknown, alternative or substitute machines, establishment payments will only be made after successful completion of the trials (see clause 4.7.30) and only for the initial machine establishment.
- 4.7.2 Measurement and payment for the hire and operation of the machinery will be made as specified in the Project Specification. The following general payment provisions shall apply.
- 4.7.3 A machine-hire rate per day for each production machine that is available and operational. The rate shall include for all accessory labour, tools, equipment, etc., and everything whatsoever pertaining to the operation and maintenance of the machine.
- 4.7.4 A production-rate for each unit of time worked or work produced by the machine during actual working time. The rate shall include for all labour, fuels, consumables, materials, etc. and everything whatsoever, pertaining to the production output of the machine. The rate shall apply to all work performed on a "normal working day" as defined and to all Double-Shift working.
- 4.7.5 An extra-over payment will be made for overtime worked or production units produced during overtime working, i.e., time worked in excess of the maximum daily occupation time (Tom) on a normal working day and on Saturdays, Sundays and statutory public holidays. The overtime payment will not apply to Double Shift working.
- 4.7.6 Contractor shall submit, with their tenders, full particulars of the labour task crew, allowed for in the rates tendered in respect of clause 5.1, to undertake the tasks and functions specified in the Special Conditions and Specifications. Such particulars shall include the details of crew strengths i.e., numbers of labourers and supervisors, etc.
- 4.7.7 Additional payment will be made when the machine is required to work outside the contract area described in the Special Conditions and Specifications.
- 4.7.8 No payment whatsoever will be made for periods of non-availability.
- 4.7.9 No payment will be made if a machine is unable to work as a result of an accident to the machine, regardless of the cause of such accident.

4.7.10 When two or more machines work in tandem and as an interdependent production system, the entire group of machines will be deemed to be non-available if the non-availability of one or more machines renders the entire production system substantially unproductive.

4.7.11 The Contractor shall be paid at the hourly rates in the Labour Payment Schedule when the Technical Officer approves a temporary increase in labour to perform the tasks and functions specified in the Special Conditions and Specification, at particular workplaces.

4.7.12 INCREASE OR DECREASE IN COSTS

All price adjustments (in writing) are subject to negotiations between Supply Chain Services and the Supplier.

4.7.13 A contract price adjustment factor to be determined in accordance with the formula described in 4.7.14 will be applied to allow for all increases or decreases in costs, from any cause whatsoever, which may occur after the closing date of the submission of tenders and before the date of completion. **The factor shall be rounded off to six decimal places.**

4.7.14 The contract price adjustment factor shall be -

$$(1 - x) \left(0.35 \frac{Lt}{Lo} + 0.40 \frac{Pt}{Po} + 0.13 \frac{Mt}{Mo} + 0.12 \frac{Dt}{Do} - 1 \right)$$

where $x = 0,15$ and

Lo , Po , Mo and Do are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month two (2) months prior to closing date of the tender.

Lt , Pt , Mt , and Dt are respectively labour, machinery, material and diesel fuel indices ruling for the calendar month two (2) months prior to the date of measurement.

4.7.15 The indices to be used shall be those for the Consumer Price Index and Production Price Index as obtained from the monthly Statistical News Release published by STATS South Africa.

- Lo and Lt shall be the labour indices for "Total Country" (P0141 Table A).
- Po and Pt shall be the average of the price indices of "Metals, machinery equipment" multiplied by an equalizing factor of 1.00866 and "Transport Equipment" in the ratio of 1:1 (P0142.1 Table 1 all).
- Mo and Mt shall be the price indices of materials used in "Mechanical Engineering" (CMPI P0151.1 Table 5).
- Do and Dt shall be the price indices of "Diesel coke, petroleum, chemical Total (CMPI P0151 Table 1).

4.7.16 When the value of an index at the time of calculation is not known the latest available index shall be used and any correction necessary shall be made by addition or subtraction in subsequent monthly payment certificates.

4.7.17 The amounts to be added to or subtracted from the monthly payment certificates shall be calculated by multiplying the amount certified for payment for that month (but excluding amounts not subject to price adjustment) by the contract price adjustment factor for that month.

Adjustment to measurements of previous months' quantities will be included in calculation of the amount certified for payment and will therefore be subject to the price adjustment factor of the current measurement month.

4.7.18 Any additions to or deductions from the amount payable, brought about by the application of the contract price adjustment factor, shall be deemed to have made full allowance for all increases or decreases in cost from any cause whatsoever, including all overhead costs as well as any increases and decreases therein, and profit.

4.7.19 Value added tax shall be excluded from individual payment item rates and price adjustment indices as it will be added to the total of the month's measurement, after price adjustment have been made in terms hereof.

4.7.20 TAMPING RATE

4.7.21 The nominal production rate in sleepers/minute of 18 be maintained over a calendar month.

4.7.22 The following definitions shall apply in this regard:

SA = The total number of sleepers tamped each month. (Excluding all sleepers tamped in turnouts and restricted track).

Tw = Actual working time for tamping (minutes) per month excluding tamping time on turnouts and restricted track.

R = Nominal Tamping rate shall be 18 sleepers/minute for open track

4.7.23 Sleepers tamped during turnout and restricted track maintenance will not count towards total for SA.

4.7.24 **Nm** Tw will be multiplied with the ratio: $P = (\text{Actual tamping rate})/R =$ Productivity factor.

4.7.25 Productivity factor for open track will be restricted to 1,15 (20.7 sleepers per minute).

4.7.26 Production factor for turnouts and restricted track will be 1.

4.7.27 PAYMENT

4.7.28 The symbols used here are the same as defined in clause 2 briefly:

To = Occupation time

Tb = Breakdown time (non-available)

Tw = Working time
Tom = Maximum occupation time

4.7.29 No payment will be made for periods of non-availability or if the machine is unable to work as a result of an accident to the machine.

4.7.30 ITEM 1: ESTABLISHMENT

Site establishment will be paid when the machinery, with all specified equipment, is established on site and attains a minimum availability of 90% over a period of one month.

4.7.31 ITEM 2: EXECUTION OF WORK

4.7.32 Supply, maintain and operate the mobile maintenance machinery including the supply of consumables will be paid for according to the availability of the machine.

The availability is calculated as follows.

$$\text{Availability (A)} = \frac{T_o - T_b}{T_o}$$

The monthly payment = Availability multiplied by the rate in item 2. (To and Tb are the totals for the month)

4.7.33 ITEM 3: WORKING

4.7.34 ITEM 3.1: TAMPING TIME ($T_{w_{\text{tamp}}}$)

Payment will be made for each hour of working time as an independent machine (e.g., as a tamping machine). Only work that was required and accepted will be included in the production measurement and payment under item 3.1.

$$\text{Monthly payment} = [\text{Production factor (P)}] \times [\text{rate for item 3.1}] \times [T_{w_{\text{tamp}}}]$$

Production rates will be calculated as per clause 4.7.

4.7.35 ITEM 4: OVERTIME

- Item 4.1 Overtime payment for the team and machine will be made for occupation time during weekdays (Monday to Friday) in excess of the hours of maximum occupation time (TOM) of 8 (eight) hours per day.
- Item 4.2 Overtime payment for the team and machine will be made for work performed on a Saturday when in excess of 5 consecutive days out of every seven days or in excess of 10 consecutive days out of every 14 days.
- Item 4.3 Overtime payment for the team and machine will be made for work performed on a Sunday or Paid Public Holiday when in excess of 10 consecutive days out of every 14 days.

4.7.36 ITEM 5: SHIFT ALLOWANCE

- Item 5.1 A shift allowance payment for the team and machine will be made for work performed on a Saturday when working five days out of every seven days or ten days out of every fourteen days.

- Item 5.2 A shift allowance payment for the team and machine will be made for work performed on a Sunday or Paid Public Holiday when working five days out of every seven days or ten days out of every fourteen days.
- Item 5.3 A night shift allowance for the team and machine will be made when an 8-hour occupation or part thereof falls between 19h00 and 05h00 and will be made in addition to any other shift or overtime payments.

4.7.37 ITEM 6: TECHNICAL DEVELOPMENTS

When technological development required by PRASA RAIL necessitates modifications to the machine, an assessment of the time and cost of such modifications shall be submitted to the Technical Officer as soon as possible. Modifications in the field shall only be done on instruction by the Technical Officer, for which the following shall apply:

- for labour, the rates in item 6 of the schedule of prices.
- a mark-up of 25% will be allowed on landed prices of imported parts or the delivered prices of locally manufactured parts and will be excluded from price adjustment described in this tender documentation.

4.7.38 ITEM 7: STANDBY

Prasa Rail will advise the Contractor at least three weeks in advance to make the machine and its crew available for standby during its annual leave period. Payment will be made for the number of days the machine is required to be on standby. Additional payment per hour shall be made for the actual hours the machine is requested to work during this period.

A separate payment will be made for the team when requested by Prasa Rail to be on standby and/or when called out.

4.7.39 ITEM 8: DAY LABOUR

- Item 8.1 Payment on a daily rate will be made under this item for a Track master (1) to supervise the Contractor's team.
- Item 8.2 Payment on a daily rate will be made under this item for 4 (four) Flagman (trains protection).
- Item 8.3 Payment on a daily rate will be made under this item for 12 (twelve) Track workers.
- Item 8.4 Payment on a daily rate will be made for transport of team to worksite and back.

Personnel mentioned above shall be referred to as the team and will mainly be utilized at the machine. Instances may occur when the team may be utilized away from the machine.

The hours of duty of the team during weekdays shall be 9 (nine) hours, being between 07h00 and 16h30, with a lunch break between 12h00 and 12h30.

4.7.40 ITEM 9: CELLULAR PHONES

The Contractor shall provide one cellular phone for communication between the Ballast Tamping Machine and Prasa Trains Operations. The Contractor shall make provision in his/her contract with the service provider insurance, as well as 500 minutes during office hours per month. payments will be done after monthly reconciliation is done by the Technical Officer regarding valid calls made.

SCHEDULE OF MACHINES TAMPING PLAIN TRACK AND SETS

TYPE OF MACHINE: _____

1. MAKE: _____
2. MODEL (YEAR): _____
3. NOMINAL PRODUCTION RATE: _____
 (sleepers/min) (Minimum = 18 sleepers/min)
4. LIFTING AND SLEWING
- 4.1 MAXIMUM LIFT (mm): _____
- 4.2 MAXIMUM SLEW PER PASS (mm): _____
5. NOMINAL TRAVELLING SPEED (km/h)
- 5.1 LEVEL GRADIENT (minimum 60 km/h): _____
- 5.2 GRADIENT OF 1:60 (minimum 45 km/h): _____
- 5.3 WHEN TRAVELLING AS PART OF AND COUPLED TO A TRAIN: _____
 (Minimum 60 km/h)
6. TAMPING FREQUENCY (Hz): _____

Note: **Nominal** in the schedule of machines indicates the maximum continuous production rate that the machine is capable of.

TYPE OF TAMPING	UNIT To be completed by Tenderer	SCHEDULE RATE/TIME
Plain track	sl/min	Rp =
Restricted track	sl/min	Rr =
Maximum rate	sl/min	Rmax =
Sets		
1:12 wood	minute	R12w =
1:12 concrete	minute	R12c =
1:9 wood	minute	R9w =
1:9 concrete	minute	R9c =
1:7 or 1:4 diamond	minute	Rd =
Scissors	minute	Rci =
Single slip wood	minute	Rss =
Double slip wood	minute	Rds =
Double slip concrete	minute	Rdsc =
Splice joint	minute	Rsj =

Note: All scheduled rates must include the machine preparation time for turn-out tamping.

4.7.41 PAYMENT CERTIFICATES

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

4.7.43 Thereafter the Project Manager will issue a certificate authorising payment of such sum of money as he or she may consider represents the value of the work referred to in 4.7.42

- 4.7.44 The Contractor shall be entitled to receive payment of the amount authorised in the said certificate within 30 days from the date of measurement or receipt of the Contractor's VAT- invoice, whichever is the later. Such payment will be regarded as an open payment, and both the certificate and payment will be subject to revision and adjustment by the Project Manager if at any time he or she is of the opinion that the certificate does not represent accurately the value of work completed or to correct previous over or under payments.
- 4.7.45 In the event of failure by PRASA KZN to make payment within the time stipulated in clause 4.7.44, he shall pay to the Contractor interest at prime overdraft rate as certified by the Contractor's bankers upon all overdue payments of such certified amounts, from the date on which such payments should have been made. Interest payments shall not be applicable to corrections made in respect of previous over- or under payments.
- 4.7.46 The Project Manager shall, within 28 days after completion of the Contract, authorise the release of surety, and submit for approval by the Executive Officer a Final Certificate which, after approval by the latter, shall be issued to the Contractor, thereby certifying both the final completion of the Contract Work and the amount due to the Contractor. The Project Manager may deduct from the Final Payment Certificate any money then due by the Contractor to PRASA under the Contract, and for such provisions for the resolution of any disputes which may at the time exist between the Contractor and PRASA, as is deemed necessary by them.
- 4.7.47 The Project Manager shall, within 14 days after approval by the Executive Officer, and subject to clause 4.7.42, send the Final Certificate to the Contractor who, by countersigning thereof, shall certify their acceptance of the amount shown due to them as being full and final payment, subject only to the resolution of outstanding disputes.
- 4.7.48 Within 30 days after the receipt of the Contractor's certification, PRASA will remit to the Contractor the balance of all money so due under the Contract in terms of the Final Certificate.
- 4.7.49 Where the Contractor fails to certify the Final Certificate or has not disputed the correctness thereof within three months after its receipt by him, PRASA will deem the Contractor to be in an agreement with the Final Certificate and will effect payment in terms thereof.

PRASA KZN will not consider or admit any claim arising from the Final Certificate or in connection with the Contract, which has not been lodged with the Project Manager within a period of three months after receipt by the Contractor of the Final Certificate, and the Contractor accepts and acknowledges that by his/her failure to lodge a claim within the above-stipulated period of three months, he waives such claim and relieves PRASA of responsibility for such claim.

- 4.7.50 Neither the issue of the Final Certificate nor any payment made there under shall release the Contractor from any liability to indemnify PRASA against, and to reimburse it in respect of, any claim made or to be made against it by a third party for damage or loss sustained by such third party in consequence of any wrongful act or omission of the Contractor, or his/her employees or agents.

4.7.51 GUARANTEES

- 4.7.52 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.
- 4.7.53 All work done shall be guaranteed for a period of 24 month after the successful handover.
- 4.7.54 All defects as a result of poor workmanship and poor-quality material will be rectified by the contractor on his/her account.
- 4.7.55 Formal completion certificate will be given in writing after all contract obligations are met and approved by PRASA Project Manager.

4.8 FORM OF CONTRACT

The standard PRASA GCC contract agreement will be used.

4.9 OTHER RELATED PROJECTS

PRASA has embarked on a major reconstruction and recovery programme following devastation of railroad infrastructure destruction due to global climate change floods of April 2022 as well as theft and vandalism of infrastructure during the COVID-19 pandemic lockdowns. The following projects may be enrolled with ballast tamping.

- Ballast Screening Package
- Rail Grinder
- Ballast Regulator

5 SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

This specification covers the maintenance of railway track with an on-track ballast tamping machine for Kwa Zulu Natal 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.

5.1 PROFESSIONAL TECHNICAL STAFF REQUIREMENTS

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

- Team Leader/Project Director
- Track Master
- Flagman
- Construction Health and Safety Office

5.1.1 KEY PROFESSIONAL STAFF

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

5.1.1.1 Team Leader / Project Manager

The desired minimum qualifications for the Project Manager / Team Leader are as follows:

- 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

5.1.1.2 Track Master / Site Supervisor

- All work shall be supervised by a fully qualified Trackmaster in possession of a valid Trackmaster certificate, inclusive of trains working, valid and up to date category 'C' certificate and refresher certificate for on-track protection
- Minimum 3 years' experience as a qualified Trackmaster.
- Minimum 3 years' experience in the Perway and Track work.

5.1.1.3 Flagman

- Qualified flagmen for the protection of the work site with valid flagman certificates and up to date refresher training certification.
- A minimum of four qualified flagmen shall be deployed for each occupied section.

5.1.1.4 Health and Safety Officer

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

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

5.2 TECHNICAL INFORMATION TO BE PROVIDED WITH TENDER

This specification covers the maintenance of track by the contractor with an on-track ballast tamping maintenance machine.

5.2.1 Contract area

The contract area will be the track owned or maintained by PRASA RAIL within the limits of PRASA KWA ZULU NATAL PROVINCE.

5.2.2 Duration of contract

The contract will commence on approximately 30 calendar days after award and continue for a period of thirty-six (36) months.

Prasa Rail will have an option to extend the contract for a period up to twelve (12) months under the same terms and conditions described in the contract. The contractor will be notified three months before the end of the initial contract period whether Prasa Rail wishes to exercise this option.

5.3 DEFINITIONS

5.3.1 In this Contract, unless inconsistent with the context: -

ACTUAL PREPARATION TIME (Tp) means the period between the actual commencement of the track occupation and the actual commencement of the work by the machinery, plus the period between the actual end of the work by the machinery and the actual time when the machinery is secured at its staging point, clear of the occupied track. Preparation time excludes all periods of delay by PRASA.

ANNUAL HOLIDAYS means the annual holiday with a duration of 15 consecutive working days plus statutory public holidays, Saturdays and Sundays that may fall within in this period, when no Work will be performed by the Contractor.

AVAILABLE means when required to do work, a machine is able to produce work to the standards specified.

BREAKDOWN TIME (Tb) means all periods during which the machinery is non-available.

CANT means the difference in elevation between the running surfaces of the two rails.

CURVE LOCATION POINTS means the four points, which locate the transitions of the curve, or the two points, which locate the circular curve, where no transitions are provided.

DAY shall mean a calendar day. Where a specific number of days is allowed in the Contract for the performance of any act or is stipulated for the extinction of any right or the duration of any event or circumstance the days between the commencement and last day of the Annual Holidays (both days included) and the day from which the period is stated or agreed to commence, shall be excluded from the calculation of the number of days concerned.

DOUBLE SHIFT WORKING means the working of two consecutive shifts of 8 hours, which may each be non-continuous and scheduled at any times during a 24-hour day.

IDLE TIME (Ti) means all periods of 15 consecutive days or longer during which PRASA does not require work to be performed by the machinery. This excludes the stoppage of work during the annual holiday.

JOINT ASSEMBLIES means all types of joints, including flash-butt and thermit welded, fishplate and block-joints.

LINE means the maximum rate of deviation of the running edge of one rail from a straight line between two points on the same rail of tangent track. Measurements will be taken 15mm below the top of the rail, against the gauge side of the rail used by the machine as a datum for aligning.

MACHINERY means the on-track machinery provided complete with all fittings, accessories and ancillary equipment including trailers, caravans and spare parts, as may be required to comply with the requirements of the specifications.

MAXIMUM OCCUPATION TIME (Tom) means the total occupation time, non-continuous, on a normal working day, not exceeding a total net period stated in the Special Conditions and Specifications.

MONTH means the continuous period from the first day to the last day of any calendar month, both days included.

MONTHLY WORKING TIME (Twm) means the targeted average monthly working time.

MOVING TIME (Tm) means the period required to move the machinery from work site to work site as a train. Moving time will commence at the announced time of departure and will end when the staging point of the new work site is reached. Periods of overnight stops when the machinery is travelling as a train, as part of or on a train will be excluded from moving time. Moving time will be included in occupation time for payment purposes.

NIGHT SHIFT ALLOWANCE means an allowance paid for any time worked between 19h00 and 05h00 (Night shift allowance is additional to either overtime or normal shift time, if applicable)

NON-AVAILABLE means when required to do work, the machinery or the operation thereof is unsafe, or the machinery is not able to produce work to the standards specified, due to any reason other than a stoppage of work caused by PRASA.

NORMAL WORKING DAY means a total shift of 8 hours, which may be non-continuous, out of every 24 hours for 5 consecutive days out of every 7 days, or for 10 consecutive days out of every 14 days. The Technical Officer will determine the daily starting time, which may vary to suit seasonal changes or train timetables.

The Technical officer shall decide when 10/14-day work shifts will be worked. When a machine works further than 600 km away from the machine's base depot, the contractor may request working a 10/14-day shift if occupation conditions allow. PRASA will consider such working shifts and the additional Saturday and Sunday shift payments will then apply.

OCCUPATION means a closure of the line on which work is to be performed for a specified period.

OCCUPATION DAY (To-day) means any day that the machinery will be required by the Technical Officer to be available.

OCCUPATION TIME (To) means the period between the announced commencement time of an occupation and the time when the machinery is secured at its staging point for the last time.

OVERTIME means any time worked in excess of the hours of a normal working day and any time worked on Saturdays, Sundays and statutory public holidays in excess of 5 consecutive days out of 7 days or in excess of 10 consecutive days out of 14 days, all on the written instruction of, or as approved by the Technical Officer.

PLAIN TRACK means all track excluding sets and restricted track.

QUOTED PREPARATION TIME (Tq) means the combined period, as quoted by the Contractor in the Schedule of Machinery (for one complete cycle), to move the machinery from its staging point, travel to the point of work, to prepare it for work, and on completion of the work to return and secure it at the staging point, clear of the occupied track.

RESTRICTED TRACK means that portion of plain track where locking bars, guard rails and check rails are not removed prior to working or where sleepers are skewed by more than 75mm (measured at the rail's centre line) or where Dowty retarders and boosters are fitted which prevent the machine from producing work at the scheduled rates as defined in the Special Conditions and Specifications.

SETS mean all types of turnouts, including crossings, single and double slips.

SHIFT ALLOWANCE (normal) means an allowance paid for time worked on a Saturday, Sunday or statutory paid public holiday when working 5 consecutive days out of 7 days or 10 consecutive days out of 14 days (Payment for shift allowance ceases when overtime is paid)

SPLICE JOINT means a prefabricated rail expansion device. The thermit welds at either end demarcate the extremities of the splice joint.

SPLIT OCCUPATION means an occupation on any one-day, divided into 2 periods, the sum of which does not exceed 9 hours, with a 2-hour break in between and the total period not exceeding 11 hours.

STANDING TIME (Ts) means a stoppage of work caused by PRASA.

TIME WORKED IN (Twi) means any day a machine is agreed to be available and works outside of and in lieu of a normal working day. Such Twi as well as production statistics and all relevant times must be reflected against the day for which the time was worked in.

TOP means a change of gradient of one or both rails.

TRACK means and includes plain track, restricted track, sets, splice joints and all joint assemblies.

TRAVELLING TIME (Tt) means the time for the machinery to travel between work site and staging point.

TWIST means the algebraic difference between adjacent cant measurements.

VERSINE means the offset measurement at midpoint of a 10m chord taken at any location on curved track. Measurements will be taken 15 mm below the top of the rail, against the gauge side of the rail used by the machine as a datum for aligning.

WORK means the work to be carried out in terms of the Contract.

WORKING TIME (Tw) means the periods during which the machinery is actually engaged on the operation or function for which it was provided.

- 5.3.2 **“Ballast”** Broken stone of the required grading used to support sleepers
- 5.3.3 **“Box in and trim”** To place ballast between the sleepers and on the ballast shoulders to form the required profile.
- 5.3.4 **“Tamp”** means to place and compact sufficient ballast under the sleepers to form a firm interlocking mass supporting the sleepers at the correct level.

SINGLE TAMP. A tamper passes over the track and tamps every sleeper once.

DOUBLE TAMP. A tamper passes over the track and tamps every sleeper twice in succession. For every tamp the tines are lifted clear of the ballast.

SINGLE PASS. A tamper passes over the track once and tamps every sleeper (single or double tamp).

DOUBLE PASS. A tamper passes over the track, tamps every sleeper (single or double tamp), returns with the tines in the raised position and again passes over the track, tamping every sleeper (single or double tamp).

RESTRICTED TRACK. Restricted track is all plain track that cannot be tamped at the normal tamping rate due to lock bars, dolties, guard rails, splice joints, block joints, bond out position, lubricators. Axle counters, signaling equipment, services, or where sleepers are skewed by more than 75mm.

TAMPING POSITION. Both sides of every sleeper-to-rail fastening.

5.4 THE CONTRACTOR'S GENERAL OBLIGATIONS

- 5.4.1 The Contractor's general obligations under the Contract comprise: -
- 5.4.2 Maintenance of railway track and the provision of on-track maintenance machinery and all accessory tools and equipment of the types and nature stipulated in the Project Specification and
- 5.4.3 The provision of all labor, supervisory personnel and specialized tradesman required to undertake the duties and functions required in terms of the Contract and everything, whether of a temporary or permanent nature, required for performance of the Work and services to be provided in terms of the Contract.
- 5.4.4 PRASA shall, in the case of a breach of contract by the Contractor in terms of clause 15.1 (GCC), have a lien over the Contractor's machines and accessory tools and equipment and all temporary buildings of the Contractor used for carrying out the Work.

5.5 WORKMEN

- 5.5.1 All persons employed by the Contractor to carry out the Contract shall be competent, responsible and of good character.
- 5.5.2 If, in the opinion of the Technical Officer, any person employed by the Contractor is inefficient, negligent, disrespectful, or objectionable, the Technical Officer may, after consultation with the Contractor, instruct that such person be removed from the WORKS.
- 5.5.3 During the currency of the Contract, the Contractor shall not approach any employee of PRASA with a view to offering him employment in any capacity whatsoever.
- 5.5.4 The Contractor shall, upon request, provide the Technical Officer with a weekly statement of the number of persons employed on the WORKS each day by the Contractor and any subcontractor, the capacity in which employed, and the total number of hours worked in that week for each grade of staff separately. The statement shall be supported by documentary evidence when so required by the Technical Officer.
- 5.5.5 The Contractor shall ensure that all staff transported on on-track machines and PRASA wagons or coaches, shall always be transported in a safe and responsible way. Only authorized staff shall be transported.

The attention of the Contractor is directed to the requirements of safety legislation and regulations about storage and transport of dangerous substances, accommodation, and transport of people.

Staff shall only be allowed to travel on a train or machine in approved accommodation or cabin facilities.

5.6 HOURS OF WORK

- 5.6.1 The Contractor shall conform to the hours of duty laid down by the Technical Officer.
- 5.6.2 When required, the Contractor shall work either overtime or shifts, on paid public holidays, Saturdays, or Sundays. The machinery will not be required to work more than 6 shifts in any 7- day period or 11 shifts in any 14-day period.
- 5.6.3 Work shall not be suspended for rain or inclement weather unless otherwise agreed by the Technical Officer.
- 5.6.4 Before the end of each day's work the Contractor will be advised in writing of the commencement time and duration of the following day's occupation(s). The duration of the occupation will be subject to train operating conditions.
- 5.6.5 The Contractor may be required to work SPLIT occupations as defined in clause 5.3, when a 2 hour period will be allowed between occupation periods for servicing of the machines.
- 5.6.6 The Contractor will be allowed sufficient time on-track to calibrate and adjust the machine as part of the preventive maintenance of the machine. This time will be outside the scheduled occupation periods and will not be included in any of the contract measurements.
- 5.6.7 **Standby**
- 5.6.8 When required by PRASA RAIL the operator of the machine shall be required to be on standby during off-periods, weekends, and public holidays. Seven day's prior notice will be given to the contractor.
- 5.6.9 When required by PRASA RAIL the operator of the machine shall be required to be on standby during off-periods, weekends, and public holidays. Seven day's prior notice will be given to the contractor.
- 5.6.10 The operator of the machine shall be on standby during 19:00 to 05:00 between Monday to Friday on which work is performed.
- 5.6.11 When on standby, the machine Operator shall be available at a pre-arranged telephone number at all hours. (This may be a radio-call system).
- 5.6.12 When called out the machine Operator shall be at the pre-arranged place within one hour of being called out.
- 5.6.13 When required by PRASA RAIL, the team shall be required to be on standby during off-periods, weekends, and public holidays. Seven days prior notice will be given to the contractor.

5.7 COMPLIANCE WITH STATUTES AND SAFETY RULES

- 5.7.1 The Contractor shall comply with all applicable legislation and PRASA safety requirements. The costs of such compliance shall be borne by the Contractor and shall be deemed to have been allowed for in the rates and prices in the Contract.
- 5.7.2 The Contractor shall, in particular, comply with the following Acts: -

- (i) The Compensation for Occupational Injuries and Diseases Act, (Act 130 of 1993); The Contractor shall produce proof of his/her registration and good standing with the Compensation Commissioner in terms of the Act.
- (ii) The Occupational Health and Safety Act (Act 85 of 1993); The Contractor is in terms of section 37(2) of the Occupational Health and Safety Act 85 of 1993, deemed to be an employer in his/her own right with duties as prescribed in the Act, and agrees to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the Act in respect of all persons in his/her employment, other persons on the premises or the site or place of the works or on the works to be executed by him and under his/her control in terms of the Contract. The agreements in this Contract and all documents attached or referred to, form an integral part of the arrangements and procedures mentioned in the aforementioned section.
- (iii) The Explosives Act (Act. 15 of 2003) as amended; The Contractor shall when applicable, furnish the Project Manager with copies of the permits authorizing him or his employee, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.
- (iv) The Labour Relations Act, 1995 (Act No. 66 of 1995);
- (v) The Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997);
- (vi) The Employment Equity Act, 1998 (Act No. 55 of 1998);
- (vii) Value-added Tax Act, 1991 (Act. No. 89 of 1991);
- (viii) Income Tax Act, 1962 (Act No. 58 of 1962);
- (ix) National Railway Safety Regulator Act, 2002 (Act No. 16 of 2002); and
- (x) Provincial Ordinances and Local Authority By laws, and all relevant Regulations framed there under having an effect on his/her business or the operator provided in terms of this agreement.

5.7.3 The Contractor shall comply with the current PRASA Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations, and shall, before commencement with the execution of the Contract, which shall include site establishment and delivery of construction plant, equipment or materials, submit to the Technical Officer,

- documentary proof of his/her procedural compliance with the Act and
- particulars of the Health and Safety Program to be implemented on the site in accordance with the Specification E.4E.

The Contractor's Health and Safety Program will be subject to agreement by the Technical Officer, who may order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his/her obligations as an employer in terms of the Act.

5.7.4 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – SPK 7/1, if applicable, and shall take particular care of the safety of his/her employees working on or in close proximity to a railway line during track occupations as well as under normal operational conditions. He shall also comply with all other safety requirements, regulations and guidelines of PRASA applicable to the nature of WORKS carried out under the Contract, and as instructed by the Technical Officer from time to time.

5.7.5 In addition to compliance with clause 5.7.2 hereof, the Contractor shall report all incidents contemplated by Section 24 of Act. 85 of 1993 to the Technical Officer. Any incident resulting in the death of or injury to any person on the WORKS shall be reported

within 24 hours of its occurrence and any other incident shall be reported within 48 hours of its occurrence.

- 5.7.6 The term "safety rules" in clauses 5.7.1 and 5.7.2 is used in a generic sense and refers to all PRASA arrangements, procedures and requirements, pertaining to safety, specified or incorporated by reference in the contract documents, such as the Specification for Work On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment, E7/1, the Electrical Safety Instructions - High Voltage Equipment. (Copies of these documents are available for inspection at the offices of PRASA.)

5.8 PLACE OF WORK

- 5.8.1 The Technical Officer shall determine where the Work shall be performed.

The Technical Officer shall make the necessary arrangements to move the machinery by rail from one work site to another and shall give the Contractor written notice of the date and time of departure. Major movements will be planned, and the time allowed should be a minimum of 14 days or such shorter period as agreed.

- 5.8.2 Any delay to an announced move caused by the Contractor will render the machinery non- available for the period of such delay, excluding overnight stops.

5.9 RECORDS AND INSTRUCTION BOOKS

The Contractor shall submit such returns as may be required by the Technical Officer. He shall also provide and keep on each machine a duplicate carbon copy book, A4 size, the Workbook, in which instructions and events concerning the contract work shall be recorded, signed, and dated by the Technical Officer or his/her deputy, and the Contractor.

5.10 MACHINERY AND EQUIPMENT REQUIRED

- 5.10.1 Mechanical and motive aspects
- 5.10.2 All machinery provided by the Contractor shall be in good mechanical condition and he shall maintain the machinery in good mechanical condition for the duration of the Contract.
- 5.10.3 Axle loads shall not exceed 20 tons.
- 5.10.4 The machine shall be self-propelled.
- 5.10.5 The machine shall have service brakes and independent emergency brakes capable of providing minimum retardation of 12,5% and 6% of gravitational acceleration respectively, on dry rail.
- 5.10.6 At the start of each occupation the Contractor shall, in the presence of the Technical Officer's deputy, perform the daily tests laid down by the Technical Officer. The brakes shall be briefly applied at low speed when travelling on level track or upgrade. If in the opinion of the Technical Officer's deputy the brakes do not function satisfactorily, the machinery shall be removed immediately to a staging point. Machinery staged due to defective brakes will be regarded as non-available.

At approximately one-month intervals the Technical Officer's deputy will test the brakes with a brake efficiency test meter and record the results in the workbook.

- 5.10.7 The machine shall actuate all signaling equipment used by PRASA for traffic control.

- 5.10.8 Regular checks shall be made for pressure loss on brake cylinders and circuits, wear and set of brake shoes, proper functioning of sirens and mechanical locks on hydraulic components.
- 5.10.9 The machine shall have an adequate lighting system for operation at night. Lights shall be provided for travelling in both forward and reverse directions. The trailing end headlights and leading end red lights shall not be switched on during motion.
- 5.10.10 The machine shall be capable of being hauled as the last vehicle of a train if required to clear the section after breakdown. The Contractor shall provide towing equipment.
- 5.10.11 Where specified, machinery shall have off-tracking equipment suitable for use on either of the off-track stand types shown in Annexure D. Should these stands not be suitable, PRASA will construct stands to the Contractor's requirements and at his/her cost, subject to the particulars of such requirements being submitted with his/her tender.
- 5.10.12 Wheel flanges, tyres, and axles
- 5.10.13 The condition of the flanges and treads of wheels of all machines shall be carefully examined. Should any appear to be excessively worn, they shall be tested by means of the wheel flange thickness and skid limit gauge and the tyre-wear limit gauge.
- 5.10.14 Wheels shall comply with the following requirements:
- The thickness of a flange shall not be less than the minimum indicated by the wheel flange thickness gauge.
 - Hollow wear on the tread shall not exceed 6mm.
 - The flange height shall not exceed 35mm.
 - The angle of the flange shall not be less than 15° and the radius at the tip of the flange not less than 6mm.
- 5.10.15 Axles shall comply with the following requirements:
- Ultrasonic testing: to specifications laid down by PRASA, done for new axles and every time an axle is replaced after fitting new wheels.
 - Distance between wheel flanges: 988mm ± 2mm.
- 5.10.16 **Fueling and maintenance**
- 5.10.17 The Contractor shall not re-fuel, service or repair the machinery, during occupations, as provided in clause 5.13.2.
- 5.10.18 The Contractor may repair and adjust the machinery during stoppages caused by PRASA. The machinery will be regarded as available during such repairs or adjustments, provided that the required working of the machine is not delayed thereby.
- 5.10.19 **Recording instruments**
- 5.10.20 The machine shall be fitted with an approved tachograph, a mechanically operated event recorder and a speedometer.
- 5.10.21 The Contractor shall be responsible for inserting recording cards in the tachograph and event recorders, and for synchronizing these instruments.

- 5.10.22 The Technical Officer's deputy will be responsible for setting the event recorder.
- 5.10.23 The Technical Officer's deputy will test the tachograph and event recorders at least once a week in the presence of the Contractor. The Contractor shall either repair or replace any device, which is inaccurate by more than 1 %. Failure to repair or replace an inaccurate device within 72 hours of the test will render the machinery non- available.
- 5.10.24 Should the tachograph or the event recorder break down, the Technical Officer's deputy will keep a complete written record of the starting and ending times of all events occurring during a track occupation. The Contractor shall sign this record if they agree, and if they disagree they shall indicate on the record the reasons for the disagreement and then sign the document. Such disagreement shall be settled by negotiation between the Technical Officer and the Contractor.
- 5.10.25 Radio equipment**
- 5.10.26 During track occupations the Contractor shall provide a cellular telephone for communication between the Workplace and the controlling office on either side of the Work place or the area CTC office.
- The cellular phone for the official use of PRASA shall be provided with a talk time contract of not less than 500 talk minutes per month. If this allowed talk time is exceeded, PRASA shall pay the excess. This excess shall only be paid after all previous monthly account credits have been brought into consideration. The Technical officer shall certify detail account excess.
- This cellular phone shall also be available for the use of the PRASA signal's or electrical technician involved if required for work directly related to the tamping work. Use of this phone by any other PRASA official than the Track inspector with the machine, may only be with his/her permission. The Track inspector with the machine shall be responsible for controlling the number of calls on this phone.
- 5.10.27 The Contractor shall provide and maintain walkie-talkie radio transceivers with a minimum range of 5 km in open country.
- The Technical Officer, in consultation with the Contractor, will allocate suitable frequencies within the 450 MHz to 470 MHz band for configuration of the radio equipment.
- The Contractor will be given seven day's written notice when additional radios are required.
- 5.10.28 All of the above-mentioned radio equipment shall operate on 12,5 kHz channel spacing and shall comply with specification SABS-1069.
- 5.10.29 The Contractor may operate the radio equipment only for trackside protection. The use of the allocated frequencies must be terminated when the contract expires.
- 5.10.30 When walkie-talkie communication fails due to faulty equipment, the machinery will be deemed as non-available.
- 5.10.31 When radio and or cellular telephone communication between the place of Work and the controlling stations or the protection flagmen fails, the Contractor shall remove the machinery from the track as soon as possible.
- 5.10.32 PRASA will provide, install, and maintain a radio in the cab of the machine for train control purposes. The Contractor shall indicate the position in which the radio shall be installed and provide a suitable power supply point for the radio equipment when requested. The machine will not be allowed to operate without this radio.

5.10.33 **Warning devices**

5.10.34 The machine shall be fitted with a hooter for use during travelling.

5.10.35 The machine shall be fitted with a separate warning system used solely for and on the approach of a train. The pitch and intensity shall make it discernable from other sounding devices and easily heard above the working of the machine anywhere within 100m from the machine. The warning system shall be activated by an appointed employee of the Contractor.

The Contractor's appointed employee shall be in continuous radio communication with PRASA's protection flagmen who will warn the Contractor's employee of approaching trains on adjacent lines.

5.10.36 A rotating amber flashing light shall be fitted to the top of the machine's cab, for use during travel.

5.10.37 **Transport and Storage**

5.10.38 Ballast Tamping Machine: PRASA KZN requires that provision be made that four of its employees to travel from the staging point to the workplace in the cab of the Ballast Tamping Machine.

5.10.39 The Ballast Tamping Machine shall have buffers at both ends.

5.10.40 **Tamping Equipment**

5.10.41 The machine shall be able to tamp plain track, restricted track, all types of sets listed in the schedule of machines, splice joints and all joint assemblies.

Signaling and electrical equipment such as axle counters and connecting rods will not be removed.

Bonds and cables will not be removed unless connections are bolted to the rail. The Contractor shall replace bolted connections after the tamping operation.

5.10.42 The machine shall be capable of tamping at least 18 sleepers per minute in plain track.

5.10.43 The machine shall tamp at least 95 percent of the tamping positions of every set, and all other tamping positions. The Contractor shall arrange to tamp the remaining tamping positions of sets by means of handheld mechanical tamping equipment.

The turnout portion of a set, up to the "end of turnout", shall be tamped during the same pass as the straight.

The Contractor shall indicate, on the set diagrams in Appendix B hereto, which tamping positions his/her machine cannot tamp, and the extent to which the curved (turnout) portion can be tamped with the machine on the straight (through) line.

5.10.44 The machine shall have auto, as well as design lining equipment and be capable of tamping between 230mm and 440mm below rail level with the top of the tines adjusted to 15mm below the underside of the sleeper.

5.10.45 The machine must be able to lift the track by lifting it from the bottom flange at rail joints and turnouts.

5.10.46 The method of tamping shall provide an equal positive horizontal force to opposite tines. The tines vibration frequency shall be between 30 and 40Hz with amplitude of about 10mm. The closing force shall be applied hydraulically to the tines and the system shall

be fitted with an adjustable pressure control. The squeezing time shall be not less than one second.

- 5.10.47 The tamping cycle shall be automatic. Once initiated by the operator, the insertion closing, and extraction of the tines shall follow automatically. Manual operation shall be possible through the use of by-pass switches.
- 5.10.48 The contractor shall ensure that tines are replaced before reaching the minimum required surface area of 8000mm². The replacement of tines shall be completed within ten minutes.
- 5.10.49 **Standards of workmanship and accuracy**
- 5.10.50 The Contractor shall work to the track 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.
- 5.10.51 The Technical Officer may take spot measurements of the track immediately after operation of the machinery to evaluate the accuracy of the geometry measurement equipment of the machine.
- 5.10.52 The Contractor shall continuously monitor and evaluate vertical and horizontal alignment and cant behind the machine.
- 5.10.53 Standards in the Vertical Plane.
- 5.10.54 The rate of run-out at the end of a lift or from a defect which occurs in one or both rails shall not exceed 1 in 1 000.
- 5.10.55 The deviation of the running top of either rail from a straight line between two points not more than 10m apart shall not exceed 1 in 250.
- 5.10.56 The actual cant at any point shall not differ by more than 3mm from the specified cant.
- 5.10.57 Cant readings taken 3m apart shall not differ by more than 3mm on straight track and circular curves, and not more than 6mm on transition curves. Where the two readings indicate cants in opposite directions the difference shall be the algebraic difference.
- 5.10.58 Standards in the Horizontal Plane
- 5.10.59 On straight track, the rate of deviation of the running edge of one rail of the track from a straight line between two points not more than 10m apart shall not exceed 1 in 2 000.
- 5.10.60 On curves, the offsets at any point measured from a 10m chord shall not differ from the required offset by more than 2,5mm plus 5% of the average offset.
- 5.10.61 **Communication**
- 5.10.62 The Contractor shall provide one cellular phone at the Ballast Tamping Machine, for communication to the Technical officer or his/her deputy, and to the Contractor's depot.
- 5.10.63 Additional equipment supplied as requested.
- The following additional equipment shall be available when required by the Technical Officer:
- 5.10.64 Two hydraulic jacks to assist with jacking sets when being tamped.
- 5.10.65 Safety Aspects

- 5.10.66 The Tamping Machine shall be fitted with a hooter for use during travelling and a separate warning system used solely for the warning of approaching trains. The pitch and intensity shall make it discernible from other sounding devices and easily heard above the working of the machine anywhere within 100 meters away from the machine. An appointed employee of the Contractor shall activate the warning system. (See clause 5.2 of the SPK7/1)
- 5.10.67 The tamping Machine shall be fitted with adequate lights to light a work area for 10 m around the machine when it operates in the night hours (minimum of four 500-Watt lamps).
- 5.10.68 Tamping Machine and all its tools and equipment shall comply with the Occupational Health and Safety Act (Act no. 85 of 1993).

5.11 AVAILABILITY

- 5.11.1 The Tamping Machine shall be available, warmed up and at the place of Work on the date and at the time indicated by the Technical Officer's deputy.
- 5.11.2 The Tamping Machine will be regarded as available when moving from one Workplace to another.
- 5.11.3 Moving to effect initial delivery, and final removal after completion of the Work, as well as moving requested by the Contractor (i.e., for maintenance or temporary storage of the machine at locations other than the Workplace) will not be included when determining availability.
- 5.11.4 The Technical Officer shall give the Contractor a minimum of 14 days written notice to stop work temporarily for a period exceeding 14 consecutive days and a minimum of 14 days written notice to resume work after such temporary stoppage. Such idle time shall not be included in measurements for availability.

5.12 NON-AVAILABILITY

- 5.12.1 The Contractor shall advise the Technical Officer as soon as possible when any machinery is not available for work at its appointed place of Work and shall indicate the estimated time when it will be available for work.
- 5.12.2 Should any of the specified components or functions of the machine be non-available, the machine will be regarded as non-available.
- 5.12.3 The Tamping Machine will be regarded as available after breakdown when it is declared available and placed on the track for the purpose of testing, resetting or working, unless after the period of testing and resetting the machine is still non-available. In the latter case, breakdown time will commence from the time that the machine previously became non-available.
- 5.12.4 The provisions regarding productivity and standards of workmanship and accuracy shall apply during periods of testing or resetting.
- 5.12.5 When the machine is not available at all for Work on a day because of a breakdown on the previous day, occupation time and non-availability will both be equal to Tom hours.
- 5.12.6 Should a single stoppage of Work due to a breakdown of the machine exceed or be likely to exceed 60 minutes, the Technical Officer's deputy may require the machine to

be removed to a staging point as soon as possible. Such travelling, whether from or returning to the point of breakdown, will not be included in Tt, but will be included in Tb.

- 5.12.7 If the Contractor is instructed to work either overtime or more than Twm, non-availability due to breakdown occurring in such time will not be penalised. Occupation time will also not be measured during such breakdown.

5.13 TO BE PROVIDED BY THE CONTRACTOR

- 5.13.1 Except where otherwise specified the Contractor shall at his/her own cost provide all machinery, labour, transport, consumable stores, equipment, tools, services, materials, spare parts and ingredients of every description required for the performance and completion of his/her contractual obligations.
- 5.13.2 The Contractor shall provide and deliver to the place of Work all fuels and water required for the machine operations.
- 5.13.3 The Contractor shall maintain and operate the machinery, direct his/her own personnel, and perform all work required.
- 5.13.4 During track occupations, the Contractor shall ensure that sufficient mechanics, operators, and labour are present to ensure efficient operation of the machinery.
- 5.13.5 At least one qualified and experienced mechanic shall be in attendance at all times during track occupations and when the machinery travels as a train.
- 5.13.6 The Contractor shall appoint one suitably qualified person as his/her representative at each occupation.
- 5.13.7 The Contractor and the Technical Officer shall notify each other in writing of the names of their representatives who will be present during track occupations. These, as well as any changes in the personnel, shall be recorded in the workbook.
- 5.13.8 Failure to comply with the provisions of 5.13.1 to 5.13.7 shall render the machinery non-available.

5.14 LABOUR

- 5.14.1 The contractor shall provide a Perway team consisting of the following personnel:
- One qualified Trackmaster,
 - Four qualified Flagmen,
 - 12 Track-workers.
- 5.14.2 The above-mentioned personnel shall be equipped with the necessary safety clothing for the maintenance of the Railway track, e.g., handling of track material, tools and equipment.
- 5.14.3 The Contractor shall also provide an appropriate vehicle for the transporting of tools and equipment of the team, from the Perway depot near, to any worksite for Kwa Zulu Natal Region.
- 5.14.4 The Perway team may be utilized as an independent unit from the machine e.g., as a separate maintenance team.

5.15 BREAKDOWN

- 5.15.1 Should the machine or the trailer or any of its equipment be non-available and influence the working of the other, both machines will be regarded as non-available.
- 5.15.2 Should the machine or trailer or any of its equipment be non-available and does not influence the working of the other, each machine's availability will be regarded separately.
- 5.15.3 Should any equipment on the machine not achieve the production rate indicated in the Schedule of Machines the machinery may be regarded as non-available or the difference between the actual production time and the schedule production time may be regarded as breakdown time.
- 5.15.4 Should the quality of work produced by the machinery not be to the standard required the machinery may be regarded as not available.
- 5.15.5 The machine will be considered on breakdown if the team does not report for duty on that specific day.

5.16 MACHINE MOVEMENTS

- 5.16.1 The Contractor shall deliver the machine in full operational condition, with all operatives, to the initial place of Work, as directed by the Technical Officer.
- 5.16.2 The Contractor shall not place the machinery onto the track or remove it there from, or use it in any way, except when authorized to do so by the Technical Officer or his/her deputy.
- 5.16.3 The Contractor is responsible for movement of their machines in the occupation area.
- 5.16.4 Machinery shall not be operated as a train unless a representative of PRASA, appointed by the Technical Officer, who is authorized to give instructions regarding the movement of the machinery, travels on the machinery to its destination. The Contractor shall, subject to the provisions of clause 10, assist PRASA in all matters concerning the safety of trains, persons and the machinery.
- 5.16.5 The Contractor shall ensure that the off-tracking rails are correctly placed and fastened before lowering or moving the machinery onto them.
- 5.16.6 The Contractor shall point out to the Technical Officer any part of the track or off-track stand where conditions may constitute a danger to the machinery and its ancillary equipment, and record this in the workbook. The Contractor shall however repair off-track platforms where work can reasonably be expected to be done by the labour provided with the machine as per the schedule of labour.
- 5.16.7 The Contractor shall load and unload all machinery to be transported by rail truck and shall be responsible to properly secure all machinery to be so transported.

5.17 CARE OF MATERIAL SUPPLIED BY PRASA

Any material supplied by PRASA shall be used in the most economical way, and the Contractor shall take all reasonable care to prevent loss or damage thereof. Any material lost or damaged through negligence on the part of the Contractor or his/her employees shall either be made good by the Contractor or PRASA will replace it. The value of the

material replaced by PRASA, including the cost of transport at normal tariffs applicable to the public, will be deducted from any money due to the Contractor or recovered in any other way.

5.18 COMPLIANCE WITH STANDARDS OF WORKMANSHIP AND ACCURACY

- 5.18.1 The Contractor shall work to the track 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.
- 5.18.2 The Contractor shall continuously monitor and evaluate measurements of the track and shall ensure compliance with the specified standards of workmanship and accuracy.
- 5.18.3 Where, in the opinion of the Contractor, the condition of the track or any site condition is such that the specified performance standards cannot be achieved, he should record all relevant information before and after working in conjunction with the Technical Officer's deputy. The Technical Officer may, if he concurs with the Contractor's contentions, adapt the specified standards of workmanship and conformance to suit the track and/or site conditions.

5.19 UNSATISFACTORY PERFORMANCE OF THE MACHINERY

- 5.19.1 The Technical Officer may terminate the Work and/or order the machinery to be moved to another place of Work and/or order the removal of mechanic(s) and/or operator(s), and/or order the temporary or permanent removal and replacement of a machine under the following conditions:
- When the output of the machinery is less than 70% of the required minimum productivity for a period of two consecutive months, or
 - When the percentage availability of the machinery (as described in the Special Conditions of Contract and Specifications) is less than 75% for a period of two consecutive months.
- 5.19.2 The Contractor may substitute, either temporarily or for the duration of the Contract, other machinery in place of that listed in the Schedule of Machinery offered. The substitute machinery shall be subject to all the terms and conditions of the Contract and shall in no way be inferior to the original machinery. (See clause 6.1.14). The Technical Officer shall be advised of any proposed substitution, which shall be subject to his/her approval.
- 5.19.3 Should the Technical Officer, at any time, be of the opinion that the machinery provided by the Contractor is performing defectively or is incapable of achieving the specified output and availability the Technical Officer may notify the Contractor in writing, but the Contractor shall not be relieved of any of his/her contractual obligations if such notification is not given. The Contractor shall there-upon take steps to improve the output and availability of the machinery to specified performance levels or to replace the machinery with machinery capable of achieving the specified performance, failing which the Executive Officer may act in terms of clause 24 of the GCC.

6 TECHNICAL SPECIFICATIONS RELATED TO THIS PROJECT

6.1.1 Machinery Specifications

Machinery shall be suitable for use under the following conditions and dimensional limitations:

- 6.1.2 Vehicle gauge: 1 065mm gauge track shown in Annexure 2 (Sheet 1 of 2). Should the machinery exceed the vehicle gauge in any respect, this shall be clearly indicated by the Contractor by means of suitable drawings.
- 6.1.3 Track gauge: nominal 1 065mm, with a range of - 10mm to + 45mm.
- 6.1.4 Minimum structure gauges as shown in Annexure 1 (Sheet 1,2 and 5 of 5).
- 6.1.5 Single lines or multiple lines with a minimum distance of 4m between track centers.
- 6.1.6 Maximum track gradient: 1 in 30.
- 6.1.7 Minimum curve radius: 125m.
- 6.1.8 Workplace altitude range: 0 to 2 000m above sea level.
- 6.1.9 Ambient temperature range: - 5°C to + 50°C.
- 6.1.10 Mass of rail: 60 kg/m, 57 kg/m, 48 kg/m, 40 kg/m, 30 kg/m or 22 kg/m.
- 6.1.11 Maximum mass per sleeper: Sets - 750 kg; other - 300 kg.
- 6.1.12 Types of sleepers in track: timber, steel, monolithic or tie-bar concrete.
- 6.1.13 Sleeper spacing: 500mm to 900mm.
- 6.1.14 Unknown / Alternative / Substitute Machines

PRASA will, in the case where alternative or substitute machines or machines with characteristics which are unknown to PRASA are offered by Tenderers or the Contractor, require that such machines, before they are accepted, be subjected to trials under the prevailing working conditions of the contract area(s) to demonstrate their compliance with the contract specifications. Machines that do not comply with the specifications will not be accepted.

6.2 ANNEXURES

The following annexures are applicable to this contract:

Annexure 1 (Sheet 1 of 5); Horizontal clearances: 1065mm track gauge

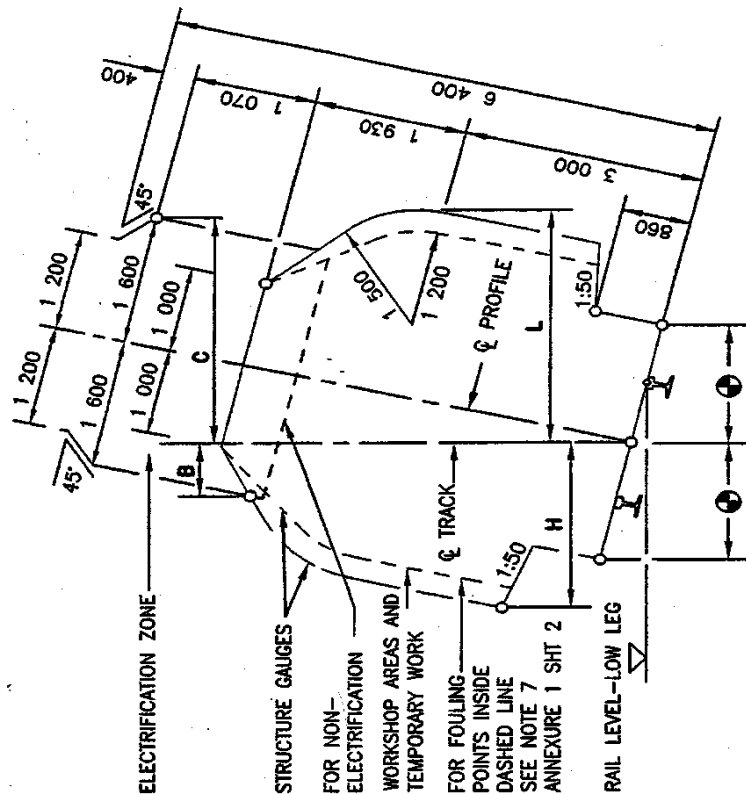
Annexure 1(Sheet 2 of 5); Vertical clearances: 1065mm track gauge

Annexure 2 (Sheet 1 of 2); Vehicle gauge: 1065mm track gauge

Annexure 4 (Sheet 1 of 1); Formation and Ballast minimum requirements

Annexure 16 (Sheet 3 to 5 of 5); De-stressing and working temperature ranges

HORIZONTAL CLEARANCES :
1 065mm TRACK GAUGE

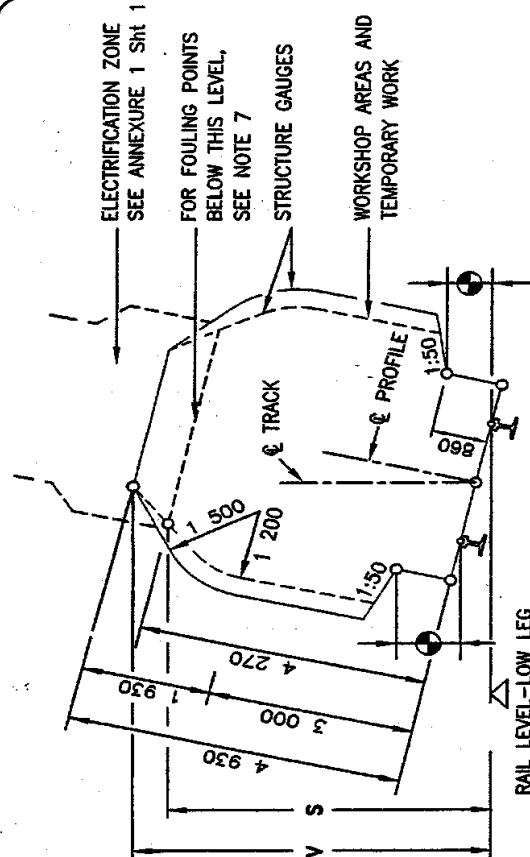


RADIUS (m)	WITH CANT		NO CANT	WITH CANT	
	H (mm)	L (mm)		H & L	C (mm)
90	2 730	3 090	2 780	1 130	2 100
100	2 700	3 030	2 750	1 140	2 050
120	2 650	2 970	2 700	1 160	2 010
140	2 620	2 920	2 660	1 175	1 990
170	2 590	2 870	2 630	1 190	1 970
200	2 570	2 820	2 600	1 205	1 950
250	2 550	2 790	2 580	1 230	1 920
300	2 540	2 760	2 560	1 250	1 900
350	2 530	2 730	2 540	1 270	1 890
400	2 520	2 710	2 530	1 290	1 875
500	2 510	2 680	2 520	1 320	1 850
600	2 500	2 660	2 510	1 340	1 830
800	2 490	2 620	2 500	1 365	1 790
1 000	2 480	2 600	2 490	1 380	1 760
1 200	2 480	2 580	2 490	1 200	1 730
1 500	2 480	2 550	2 480	1 415	1 700
2 000	2 480	2 500	2 480	1 440	1 660
3 000	2 470	2 470	2 470	1 500	1 600
> 5 000	2 460	2 460	2 460	1 600	1 600

1. H AND B IS THE REQUIRED HORIZONTAL CLEARANCE ON THE OUTSIDE OF THE CURVE BASED ON MINIMUM CANT.
2. L AND C IS THE REQUIRED HORIZONTAL CLEARANCE ON THE INSIDE OF THE CURVE BASED ON MAXIMUM CANT.
3. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
4. FOR WORKSHOP AREAS AND TEMPORARY WORK, CLEARANCES H AND L MAY BE REDUCED BY 300mm.
5. Ⓢ SEE ANNEXURE 1 SHEET 3 FOR PLATFORM CLEARANCES.
6. ALSO REFER TO REMARKS 4 TO 8 OF ANNEXURE 1 SHEET 2.

ANNEXURE 1
 SHEET 2 of 5
 AMENDMENT

VERTICAL CLEARANCES :
 1 065mm TRACK GAUGE



LOCATION	RADIUS (mm)	NOT ELECTRIFIED S (mm)	ELECTRIFIED (PRESENT OR FUTURE)	
			3kV & 25kV V (mm)	50kV V (mm)
* BELOW ALL AREAS OTHER THAN THOSE INDICATED BY	100	4 470	5 050	5 400
	300	4 410	5 020	5 370
	600	4 370	5 000	5 350
	1 000	4 350	4 990	5 340
	1 500	4 310	4 960	5 310
	2 000	4 290	4 940	5 290
* OVER OR NEAR POINTS AND CROSSING IF REQUIRED BY ELECTRICAL IRRESPECTIVE OF RADIUS	>3 000	4 270	4 930	5 280
			5 650	6 000

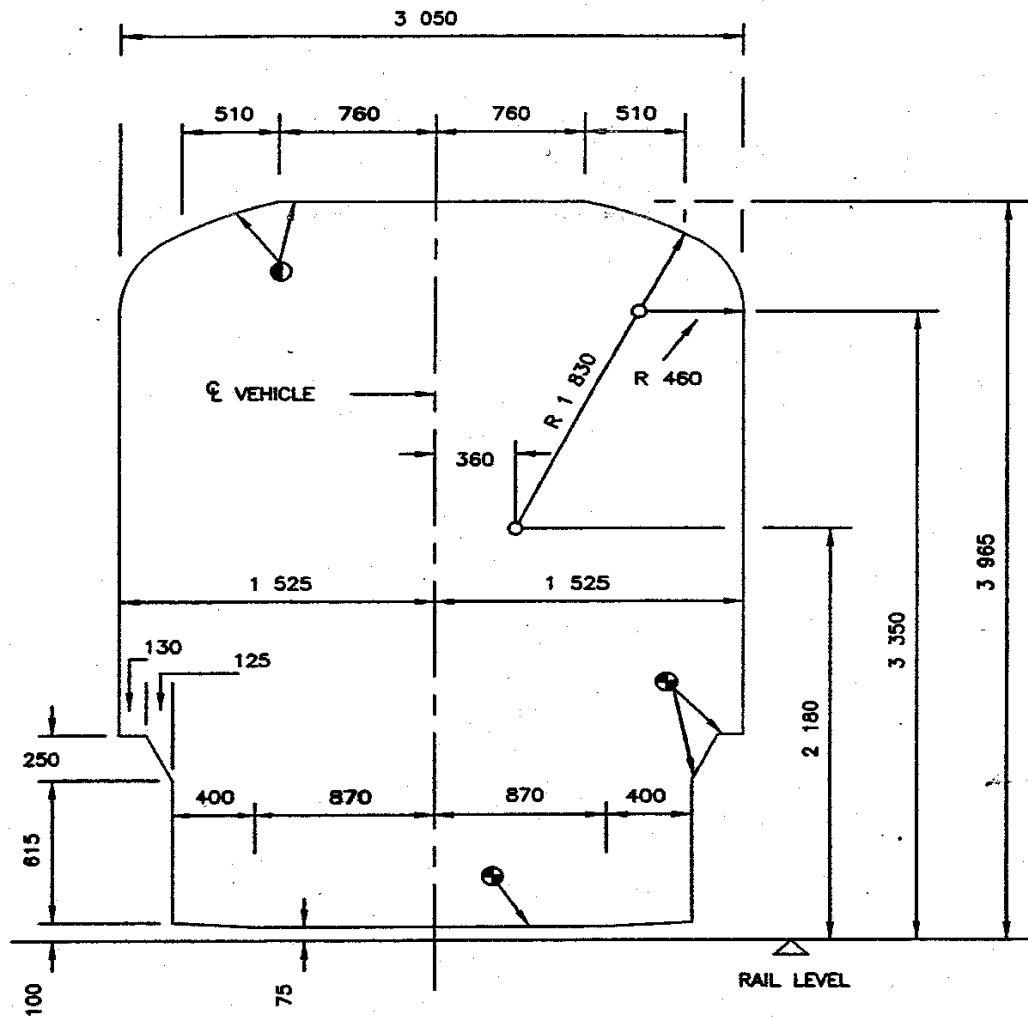
REMARKS:

1. V IS THE REQUIRED VERTICAL CLEARANCE EXCEPT WHERE REDUCED CLEARANCE S APPLIES.
2. S IS THE MINIMUM VERTICAL CLEARANCE FOR STRUCTURES AND TEMPORARY WORK OVER NON-ELECTRIFIED LINES.
3. INTERMEDIATE VALUES MAY BE INTERPOLATED BY THE ENGINEER IN CHARGE.
4. FOR APPLICATION AT CURVES
 - 4.1 APPLY INCREASED CLEARANCES FOR CURVES TO POINTS 3m BEYOND THE ENDS OF THE CIRCULAR CURVE.
 - 4.2 REDUCE CLEARANCES AT A UNIFORM RATE OVER THE REMAINDER OF THE TRANSITION CURVE.
 - 4.3 FOR NON-TRANSITIONED CURVES REDUCE AT A UNIFORM RATE OVER A LENGTH OF 15m ALONG STRAIGHTS.
5. NEW STRUCTURES: SEE BRIDGE CODE.
6. TUNNELS: SEE DRAWING BE 82-35.
7. FOULING POINTS: SEE CLAUSE 8.1.
8. CLEARANCES ARE BASED ON 15m BOGIE CENTRES AND 21,2m VEHICLE BODY LENGTH.
9. SEE ANNEXURE 1 SHEET 3 FOR PLATFORM CLEARANCES.

BE 97-01 Sht 2 of 5 DATE : JUNE 2000

ANNEXURE 2
 SHEET 1 of 2
 AMENDMENT

VEHICLE GAUGE :
 1 065mm TRACK GAUGE

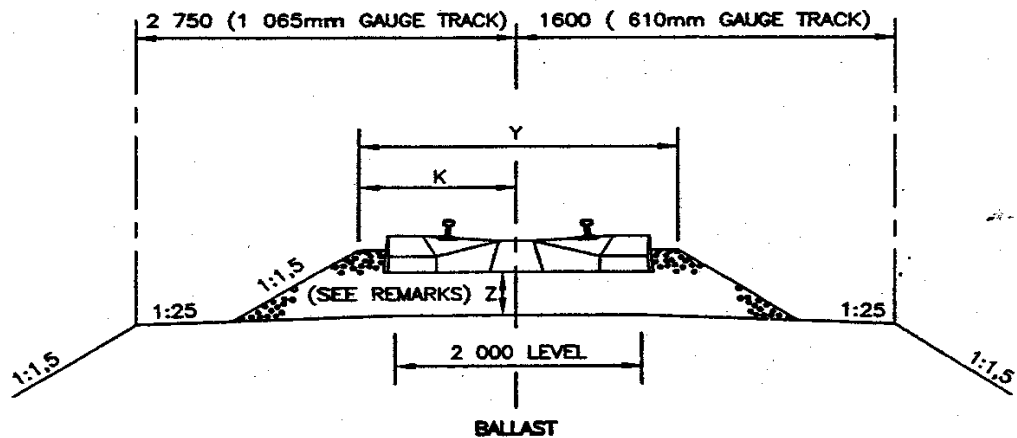
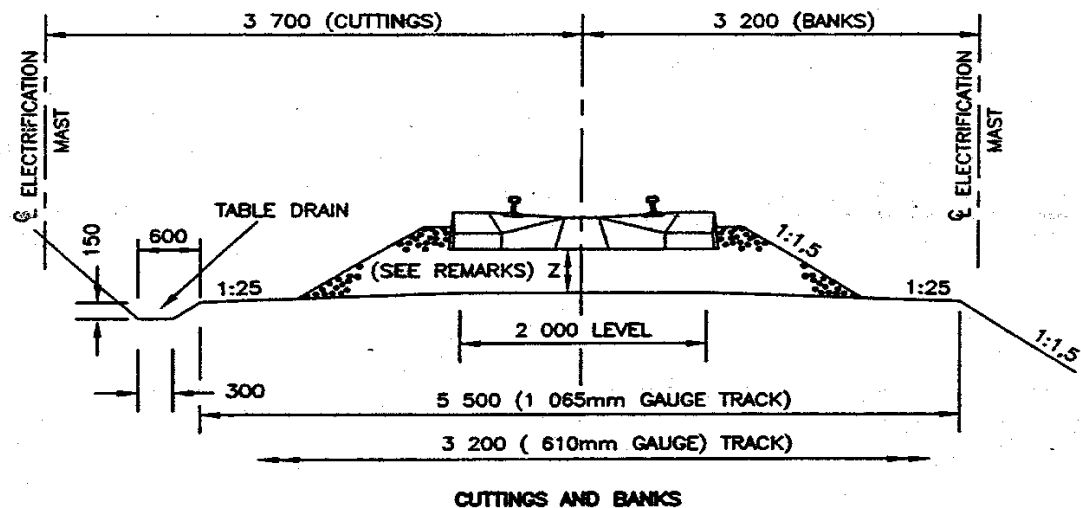


REMARKS:

1. ⦿ WITHOUT LOAD AND WITH NEW TYRES, VEHICLE MUST NOT BE HIGHER THAN THIS OUTLINE.
2. ⊕ WITH FULL LOAD AND WORN TYRES, VEHICLE MUST NOT BE LOWER THAN THIS OUTLINE.

ANNEXURE 4
 SHEET 1 of 1
 AMENDMENT

FORMATION AND BALLAST :
 MINIMUM REQUIREMENTS



CLASS OF LINE	Z (mm)	Y (mm)	K (mm)	QUANTITY (m ³ /km)		
				PY/FY	P2/F4	WOOD
S	300	2 800	1 400	1 600	—	—
N1	280	2 700	1 350	1 500	1 400	—
N2	200	2 700	1 350	—	1 200	1 100

REMARKS:

1. Z TO BE MEASURED UNDER THE LOW LEG RAIL ON CURVES.
2. DEPTH OF BALLAST (Z) ARE TO BE MEASURED IN THE CONSOLIDATED STATE, THAT IS AFTER 100 000 GROSS TON TRAIN TRAFFIC.

ANNEXURE 16
SHEET 3 of 5
AMENDMENT

DESTRESSING AND WORKING
TEMPERATURE RANGES

SECTION	DESTRESSING RANGES		WORKING RANGES FOR RAIL LAYING	
	THROUGH LINES	YARD TRACKS	B	C
CAPE TOWN – BELLVILLE	20 – 50	25 – 45	15 – 55	15 – 60
* BELLVILLE – WORCESTER	25 – 45	30 – 40	20 – 50	20 – 60
* WORCESTER – DE AAR	25 – 40	25 – 35	20 – 50	20 – 55
HUTCHINSON – CALVINA	25 – 35	25 – 30	20 – 40	20 – 50
KOOTJIESKOLK – SAKRIVER	25 – 35	25 – 30	20 – 40	20 – 50
KRAAIFONTEIN – BITTERFONTEIN	25 – 45	30 – 40	20 – 50	20 – 60
KALBASKRAAL – SALDANHA	25 – 45	30 – 40	20 – 50	20 – 60
HERMON – PORTERVILLE	25 – 45	30 – 40	20 – 50	20 – 60
WOLSELEY – PRINCE ALFRED HAMLET	25 – 45	30 – 40	20 – 50	20 – 60
PAARL – FRANCHHOEK	25 – 45	30 – 40	20 – 50	20 – 60
EERSTERVIER – BREDASDORP	25 – 45	30 – 40	20 – 50	20 – 60
VAN DER STEL – STRAND	25 – 45	30 – 40	20 – 50	20 – 60
KLIPDALE – PROTEM	25 – 45	30 – 40	20 – 50	20 – 60
EERSTERVIER – MULDERSVLEI	25 – 45	30 – 40	20 – 50	20 – 60
* WORCESTER – RIVERSDALE	25 – 40	30 – 35	20 – 45	20 – 55
KENTEMADE – ATLANTIS	25 – 45	30 – 40	20 – 50	20 – 60
TABLE BAY HARBOUR – SIMONSTOWN	20 – 50	25 – 45	15 – 55	15 – 60
CAPE TOWN CENTRAL METRO AREA	20 – 50	25 – 45	15 – 55	15 – 60
* DE AAR – * KIMBERLEY	25 – 35	25 – 30	20 – 40	20 – 50
* KIMBERLEY – MAKWASSIE	25 – 40	30 – 40	20 – 50	20 – 55
* MAKWASSIE – * KLERKSDORP	20 – 40	25 – 35	15 – 50	15 – 55
* KIMBERLEY – * POSTMASBURG	25 – 35	25 – 30	20 – 40	20 – 50
POSTMASBURG – HOTAZEL	25 – 40	30 – 35	20 – 45	20 – 55
DE AAR – NAKOP	25 – 40	30 – 35	25 – 45	25 – 55
GROVEPUT – COPPERTON	25 – 40	30 – 35	25 – 45	20 – 55
UPINGTON – KAKEMAS	25 – 40	30 – 35	25 – 45	20 – 55
BELMONT – DOUGLAS	25 – 40	30 – 35	20 – 45	20 – 55
VEERTIENSTROME – MAFIKENG	25 – 40	30 – 35	20 – 45	20 – 55
PUDIMOE – COLIGNE	25 – 40	30 – 35	20 – 45	20 – 55
* MAKWASSIE – VERMAAS	20 – 40	25 – 35	15 – 45	15 – 55
OTTOSDAL – * KLERKSDORP	20 – 40	25 – 35	15 – 45	15 – 55
LICHTENBURG – WELVERDIEND	20 – 40	25 – 35	15 – 45	15 – 55
PORT ELIZABETH – ALICEDALE	25 – 45	30 – 40	20 – 50	20 – 60
* ALICEDALE – NOUPOORT	25 – 40	30 – 35	20 – 45	20 – 55
NOUPOORT – DE AAR	25 – 40	30 – 35	20 – 45	20 – 55
SWARTKOPS – KLIPPLAAT	25 – 45	30 – 40	20 – 50	20 – 60
KLIPPLAAT – ROSMEAD	25 – 45	30 – 40	20 – 50	20 – 60
ADDO – KIRKWOOD	25 – 45	30 – 40	20 – 50	20 – 60
RIVERSDALE – * MOSSELBAAI	25 – 45	30 – 40	20 – 50	20 – 60
MOSSELBAAI – GEORGE	20 – 45	25 – 40	15 – 50	15 – 60
* GEORGE – OUDTSHOORN	25 – 45	30 – 40	20 – 50	20 – 60
* OUDTSHOORN – * KLIPPLAAT	25 – 40	30 – 35	20 – 45	20 – 55
ODTSHOORN – CALTZDORP	25 – 45	30 – 40	20 – 50	20 – 60
* GEORGE – KNYSNA	25 – 45	30 – 40	20 – 50	20 – 60
* PORT ELIZABETH – AVONTUUR	25 – 40	30 – 35	20 – 45	20 – 55
GAMTOOS – PATENSIE	25 – 45	30 – 40	20 – 50	20 – 60
COOKHOUSE – SOMERSET EAST	25 – 40	30 – 35	20 – 45	20 – 55
* ALICEDALE – PORT ALFRED	30 – 40	30 – 35	25 – 45	25 – 55
BARKLEY BRIDGE – ALEXANDRIA	25 – 45	30 – 40	20 – 50	20 – 60
EAST LONDON – DOHNE	20 – 45	25 – 40	15 – 50	15 – 60
* DOHNE – QUEENSTOWN	25 – 40	30 – 35	20 – 50	20 – 55
* QUEENSTOWN – BURGERSDORP	20 – 35	25 – 30	15 – 45	15 – 50
* BURGERSDORP – SPRINGFONTEIN	20 – 40	25 – 40	15 – 50	15 – 55
COOKHOUSE – BLANEY	25 – 40	30 – 35	20 – 45	20 – 55
AMABELE – UMTATA	25 – 40	30 – 35	20 – 45	20 – 55
IMVANI – QAMATA	25 – 40	30 – 35	20 – 45	20 – 55
* ROSMEAD – STORMBERG	20 – 30	20 – 25	15 – 35	15 – 45
SCHOOMBEE – HOFMEYR	20 – 30	20 – 25	15 – 35	15 – 45
STERKSTROOM – MACLAER	20 – 30	20 – 25	15 – 35	15 – 45
MOLTENO – JAMESTOWN	20 – 30	20 – 25	15 – 35	15 – 45
BURGERSDORP – BARKLEY EAST	20 – 35	25 – 30	15 – 40	15 – 50

REMARKS:

1. FOR REMARKS SEE ANNEXURE 16 SHEET 5.

ANNEXURE 16
SHEET 4 of 5
AMENDMENT

DESTRESSING AND WORKING
TEMPERATURE RANGES

SECTION	DESTRESSING RANGES		WORKING RANGES FOR RAIL LAYING	
	THROUGH LINES	YARD TRACKS	B	C
	A	D		
NOUPOORT – SPRINGFONTEIN	20 – 40	25 – 35	15 – 45	15 – 55
* SPRINGFONTEIN – BLOEMFONTEIN	20 – 35	25 – 30	15 – 40	15 – 50
BLOEMFONTEIN – THEUNISSEN	20 – 35	25 – 30	15 – 40	15 – 50
* THEUNISSEN – KROONSTAD	20 – 40	25 – 35	15 – 45	15 – 55
KROONSTAD – VEREENIGING	20 – 40	25 – 35	15 – 45	15 – 55
BETHLEHEM – ARLINGTON	15 – 35	20 – 30	10 – 40	10 – 50
* ARLINGTON – * KROONSTAD	15 – 40	20 – 35	10 – 45	10 – 55
KIMBERLEY – EMMAUS	25 – 40	25 – 35	20 – 45	20 – 55
* EMMAUS – BLOEMFONTEIN	20 – 35	25 – 30	15 – 40	15 – 50
SPRINGFONTEIN – KOFFIEFONTEIN	25 – 40	30 – 35	20 – 45	20 – 55
ALI WAL NORTH – SANNASPOS	20 – 40	25 – 35	15 – 45	15 – 55
GROOTVLEI – * BETHLEHEM	20 – 35	25 – 30	15 – 40	15 – 50
* BETHLEHEM – BLOEMFONTEIN	20 – 35	25 – 30	15 – 40	15 – 50
HARRISMITH – BETHLEHEM	15 – 35	20 – 30	10 – 40	10 – 50
VREDEFORT – DOVER	20 – 40	25 – 35	15 – 45	15 – 55
WOLWEHOEK – ARLINGTON	20 – 40	25 – 35	15 – 45	15 – 55
* ARLINGTON – MARQUARD	20 – 40	25 – 35	15 – 45	15 – 55
ORKNEY – WESLEIGH	20 – 40	25 – 35	15 – 45	15 – 55
VIERFONTEIN – BULTFONTEIN	20 – 40	25 – 35	15 – 45	15 – 55
ANCONA – WHITES	20 – 40	25 – 35	15 – 45	15 – 55
THEUNISSEN – WINBURG	20 – 40	25 – 35	15 – 45	15 – 55
WARDEN – * HARRISMITH	20 – 40	25 – 35	15 – 45	15 – 55
MASERU – MARSAILLES	20 – 40	25 – 35	15 – 45	15 – 55
LADYBRAND – MODDERPOORT	20 – 40	25 – 35	15 – 45	15 – 55
VIRGINIA – GLEN HARMONY	20 – 40	25 – 35	15 – 45	15 – 55
WONDERFONTEIN – BROODSNYERSPLAAS	15 – 40	20 – 35	10 – 45	10 – 55
ERMELO – MACHADODORP	20 – 40	25 – 35	15 – 45	15 – 55
BUHRMANSKOP – LOTHAIR	15 – 35	20 – 30	10 – 40	10 – 50
ROSSBURG – * DASSENHOEK	20 – 45	25 – 40	15 – 50	15 – 60
DASSENHOEK – CATO RIDGE	25 – 40	30 – 35	20 – 45	20 – 55
CATO RIDGE – PIETERMARITZBURG	25 – 40	30 – 35	20 – 45	20 – 55
* PIETERMARITZBURG – * VOLKSRUST	20 – 40	25 – 35	15 – 45	15 – 55
ROSSBURG – HILLCREST	20 – 45	25 – 40	15 – 50	15 – 60
* HILLCREST – CATO RIDGE	25 – 40	30 – 35	20 – 45	20 – 55
DURBAN – PORT SHEPSTONE	20 – 50	25 – 45	15 – 60	15 – 65
KELSO – UMZINTO	20 – 50	25 – 45	15 – 60	15 – 65
DURBAN – HLUHLUWE	20 – 50	25 – 45	15 – 60	15 – 65
* HLUHLUWE – GOLELA	25 – 45	30 – 40	20 – 55	20 – 60
EMPANGENI – NKWALINI	25 – 50	30 – 45	20 – 55	20 – 60
DUFFSROAD – KWAMASHU	25 – 50	30 – 45	20 – 55	20 – 60
THORNVILLE – RICHMOND	25 – 40	30 – 35	20 – 45	20 – 55
THORNVILLE – PENTRICH	25 – 40	30 – 35	20 – 45	20 – 55
* PIETERMARITZBURG – KOKSTAD	25 – 35	25 – 30	20 – 40	20 – 50
DONNYBROOK – UNDERBERG	20 – 35	25 – 30	15 – 40	15 – 50
FRANKLIN – MATATIELE	20 – 35	25 – 30	15 – 40	15 – 50
PIETERMARITZBURG – DALTON	25 – 40	30 – 35	20 – 45	20 – 55
* DALTON – KRANSKOP	20 – 40	25 – 35	15 – 45	15 – 55
SCHROEDERS – BRUYNSHILL	25 – 40	30 – 35	20 – 45	20 – 55
* DALTON – GLENSIDE	20 – 40	25 – 35	15 – 45	15 – 55
GREYTOWN – MOUNT ALIDA	20 – 40	25 – 35	15 – 45	15 – 55
ENNERSDALE – BERGVILLE	25 – 40	30 – 35	20 – 45	20 – 55
GLENCOE – VRYHEID	20 – 40	20 – 35	15 – 50	15 – 55
NEWCASTLE – UTRECHT	20 – 40	25 – 35	15 – 45	15 – 55
LADYSMITH – HARRISMITH	20 – 40	25 – 35	15 – 45	15 – 55

REMARKS:

1. FOR REMARKS SEE ANNEXURE 16 SHEET 5.

ANNEXURE 16
SHEET 5 of 5
AMENDMENT

DESTRESSING AND WORKING
TEMPERATURE RANGES

SECTION	DESTRESSING RANGES		WORKING RANGES FOR RAIL LAYING	
	THROUGH LINES	YARD TRACKS	B	C
	A	D		
KLERKSDORP - * POTCHEFSTROOM	20 - 35	25 - 30	20 - 40	15 - 50
POTCHEFSTROOM - * KRUGERSDORP	20 - 40	25 - 35	15 - 45	15 - 55
KRUGERSDORP - JOHANNESBURG	15 - 40	20 - 35	10 - 45	10 - 55
JOHANNESBURG - OLIFANTSFONTEIN	15 - 40	20 - 35	10 - 45	10 - 55
POTCHEFSTROOM - VEREENIGING	20 - 40	25 - 35	15 - 45	15 - 55
VEREENIGING - GERMISTON	20 - 40	25 - 35	15 - 45	15 - 55
VOLKSRUST - * STANDERTON	15 - 35	20 - 30	10 - 40	10 - 50
STANDERTON - * HEIDELBERG	20 - 35	25 - 30	15 - 40	15 - 50
HEIDELBERG - GERMISTON	20 - 40	25 - 35	15 - 45	15 - 55
BALFOUR NORTH - * GROOTVLEI	20 - 35	25 - 30	15 - 40	15 - 50
GROOTVLEI - REDAN	20 - 40	25 - 35	15 - 45	15 - 55
FIRHAM - VREDE	20 - 35	25 - 30	15 - 40	15 - 50
VOLKSRUST - BREYTEN	15 - 40	20 - 35	10 - 45	10 - 55
BETHAL - SPRINGS	20 - 40	25 - 35	15 - 45	15 - 55
SPRINGS - KAYDALE	20 - 40	25 - 35	15 - 45	15 - 55
MIDWAY - HOUTHEUWEL	20 - 35	25 - 30	15 - 40	15 - 50
BANK - LANGLAAGTE	20 - 35	25 - 30	15 - 40	15 - 50
MAFKENG - * KRUGERSDORP	25 - 40	30 - 35	20 - 45	20 - 55
APEX - WITBANK	20 - 35	25 - 30	15 - 40	15 - 50
DELMAS - HAWEKUP	20 - 35	25 - 30	15 - 40	15 - 50
SENTRARAND AREA	15 - 35	20 - 30	10 - 40	10 - 50
JOHANNESBURG CENTRAL METRO AREA	15 - 40	20 - 35	10 - 45	10 - 55
OLIFANTSFONTEIN - * IRENE	15 - 40	20 - 35	10 - 45	10 - 55
IRENE - PRETORIA	20 - 40	25 - 35	15 - 45	15 - 55
PRETORIA - * WARMBATHS	20 - 40	25 - 35	15 - 45	15 - 55
WARMBATHS - * POTGIETERSRUS	20 - 45	25 - 40	15 - 55	15 - 60
POTGIETERSRUS - BEITBRIDGE	20 - 45	25 - 40	15 - 50	15 - 50
* PRETORIA - * WATERVAL BOVEN	20 - 40	25 - 35	15 - 50	15 - 55
WATERVAL BOVEN - * NELSPRUIT	20 - 45	25 - 40	15 - 55	15 - 60
NELSPRUIT - KOMATIPOORT	25 - 45	30 - 40	20 - 55	20 - 60
HERCULES - MAGALIESBURG	20 - 40	25 - 35	15 - 45	15 - 55
PRETORIA - BRITS	20 - 40	20 - 35	15 - 45	15 - 55
BRITS - RUSTENBURG	20 - 40	25 - 35	15 - 45	15 - 55
RUSTENBURG - * THABAZIMBI	20 - 40	25 - 35	15 - 45	15 - 55
THABAZIMBI - ELLISRAS	25 - 40	30 - 35	20 - 45	20 - 55
BRITS - ATLANTA	20 - 40	25 - 35	15 - 45	15 - 55
NYLSTROOM - VALWATER	20 - 40	25 - 35	15 - 45	15 - 55
NABOOMSPRUIT - ZEBEDIELA	20 - 40	25 - 35	15 - 45	15 - 55
PIENAARSRIVER - MARBLE HALL	25 - 40	30 - 35	20 - 45	20 - 55
RAYTON - CULLINAN	20 - 40	25 - 35	15 - 45	15 - 55
GROENBULT - KAAPMUIDEN	25 - 45	30 - 40	20 - 50	20 - 60
HOEDSPRUIT - PHALABORWA	25 - 45	30 - 40	20 - 50	20 - 60
* KAAPMUIDEN - BARBERTON	20 - 45	25 - 40	15 - 50	15 - 60
* NELSPRUIT - GRASKOP	20 - 35	25 - 30	15 - 40	15 - 50
CITRUS - PLASTON	20 - 45	25 - 40	15 - 50	15 - 60
BELFAST - STEELPOORT	20 - 40	25 - 35	15 - 45	15 - 55
DERWENT - ROOSSENEKAL	20 - 40	25 - 35	15 - 45	15 - 55
PRETORIA CENTRAL METRO AREA	20 - 40	25 - 35	15 - 45	15 - 55
SALDANHA - BAMBOESBAAI	20 - 50	25 - 45	15 - 55	15 - 60
* BAMBOESBAAI - SISHEN	25 - 40	30 - 35	20 - 45	20 - 55
RICHARDSBAY - ULUNDI	20 - 45	-	20 - 55	-
* ULUNDI - PIET RETIEF	20 - 40	25 - 35	20 - 50	15 - 55
PIET RETIEF - * SHEEPMORE	20 - 40	25 - 35	20 - 50	15 - 55
SHEEPMORE - ERMELO	15 - 35	20 - 30	15 - 45	10 - 50
* ERMELO - BROODSNYERSPLAAS	15 - 40	20 - 35	15 - 50	10 - 55
BROODSNYERSPLAAS - OGIES	15 - 40	20 - 35	15 - 50	10 - 55

REMARKS:

1. RAIL TEMPERATURES IN DEGREE CELSIUS.
2. USE A RAIL TENSOR WHEN THE DIFFERENCE IN THE 'A' RANGE IS 10° CELSIUS OR SMALLER.
3. * DENOTES "EXCLUDED".

7 TIME FRAMES / PROGRAMS

7.1 Contract period:

The planned time frame for the implementation of this proposed infrastructure maintenance contract will be valid for a period of three (3) years.

7.2 Program of the works:

A detailed works programme shall be made available on an ongoing basis at least one month in advance.

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:

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 [80%], any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and Specific Goals.
Specific Goals	Evaluate Specific Goals
Price Evaluation	Bidders will be evaluated on price offered.
Scoring	Scoring of Bids using the Evaluation Criteria.
Recommendation	Report formulation and recommendation of Preferred and Reserved Bidders
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 of their business credentials, financial standing, empowerment, technical capacity and experience. The evaluation committee shall use the following Evaluation Criteria depicted in Table 1 for the selection of the preferred bidder that shall execute construction work for the project.

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

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

6 STAGE 1: COMPLIANCE REQUIREMENTS

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

BID DESCRIPTION: APPOINTMENT OF SERVICE PROVIDERS FOR THE MAINTENANCE OF RAILWAY TRACK WITH AN ON-TRACK MAINTENANCE MACHINE FOR KWA ZULU NATAL REGION FOR A PERIOD OF 36 MONTHS FOR PRASA KZN BID NUMBER: DBN/CAP(BAC)026	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
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Stage 1A – Mandatory Requirements - (To be submitted in envelope 1)

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

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

No.	Description of Requirement	Comply (yes/no)
a)	Completion of ALL RFP documentation	
b)	Completion of briefing Session Form D. Bidders must also fill and sign on the Compulsory Briefing Session Attendance Register	
c)	Signed Joint Venture, Consortium Agreement or Partnering Agreement (if applicable)	
d)	Supplier must submit the following qualifications a) Minimum of National Diploma in Civil Engineering registered as a Professional with ECSA b) Track Master Certificate with a Valid Train Working Rules and Category “C” certificate c) Valid Four Flagmen Certificates	
e)	Bidders to fill and sign the closing /submission register on submission of tender documents.	

Stage 1B - Other Mandatory Requirements

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

No.	Description of Requirement	Comply (yes/no)
a)	Letter of Good Standing: COID	
b)	Tax Clearance Certificate (Valid as at the closing date of this RFT) Or supply Sars pin.	
c)	Company registration documents, CSD registration number	
d)	Certified copies of Directors ID documents not older than 3 months	

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

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

Details of the technical / functional requirements are presented in Table below

ITEM	CRITERIA	WEIGHT
9.3	Organizational Experience	30
	Experience of key personnel	20
	Technical Specifications (Ballast Tamper)	25
	Health and Safety	15
	Lead-time to deliver tamping machine	10
	TOTAL	100

Technical Evaluation Criteria

FUNCTIONAL EVALUATION CRITERIA

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

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
Organizational Experience Similar Projects for on-track Machines: • Screener • Regulator • Grinder • Stabilizer <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). Furthermore, attach completion certificates signed by client indicating type of work performed</i>	30	Score will be based on successfully completed similar projects in the rehabilitation of railway track with On-track machines of which details are provided. 0 points: No information provided. 1 point: 1 similar project 2 points: 2 similar projects 3 points: 3 similar projects 4 points: 4 similar projects 5 points: 5 and more similar projects
Experience of key personnel (based on CVs submitted) • Project Engineer (PE)/Project Manager (PM), • Track Inspector /Track Master <i>Evaluation will be done on all 2 personnel and maximum points shall be obtained on all 2.</i>	20	Score will be allocated based on a minimum and more than five (5) years' experience: 0 points: No information provided/Unrelated experience submitted/less than 5 years' experience on all the Skills. 1 points: All listed key staff members have minimum 5 years' related experience. 2 points: All listed key staff members have 6 - 7 years' related experience. 3 points: All listed key staff members have 8 - 9 years' related experience. 4 points: All listed key staff members have 10 - 11 years' related experience. 5 points: All listed key staff members have more than 11 years' related experience.
Technical Specifications (Ballast Tamper) <i>Provide Machine Specifications:</i>	25	Score will be allocated for Machine Specification provided for Ballast Tamper as listed. 0 points: No information provided. 1 point: One of the listed machine specifications.

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
- Nominal Production Rate (Minimum 18 sleepers/minute) - Capacity to tamp all types of turnouts (Concrete and Wood) - Machine shall fit the rail structure gauge of 1065. - Machine axle load not to exceed 20tons / axle - The machine shall tamp all types of open line track with sleeper spacing of 500mm to 900mm		2 points: Two of the listed machine specification. 3 points: Three of the listed machine specification. 4 points: Four of the listed machine specification. 5 points: All of the listed machine specification.
Health and Safety Identify the risks associated with the project activities and mitigation measures. Furthermore, clearly show risks and mitigation measures of working on the railway environment) (Provision of the following key elements that meets the client's requirements) - Competent safety officer with 3 or more years' experience - Comprehensive baseline risk assessment aligned to scope. - Risk Mitigation plan to address identified Risks. Safety Plan based on PRASA's Health and Safety specification.	15	Score will be allocated for Health and Safety elements related to railway environment provided. 0 points: No information provided. 1 point: Provision of health and safety unrelated to railway environment 2 points: Provision of one (1) requirement related to railway environment. 3 points: Provision of two (2) requirements related to railway environment. 4 points: Provision of three (3) requirements related to railway environment. 5 points: All required information provided related to railway environment.
Delivery lead- time (N.B. Bidders are required to commit to the delivery of the on-track machine. Lead- time to deliver tamping machine	10	Bidders will be evaluated of their capacity to shorten their delivery time. Points for delivery lead time will be allocated as follows: 0 points: No information provided/no delivery period provided. 1 points: Tamping machine delivery in 20 to 40 days 2 points: Tamping machine delivery in 15 to 19 days 3 points: Tamping machine delivery in 11 to 14 days

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
		4 points: Tamping machine delivery in 6 to 10 days 5 points: Tamping machine delivery in 0 to 5 days
Total	100	

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Acceptable 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)
B-BBEE (Minimum Level 2)	BEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)	10	
EME or QSE 51% Black Owned	Audited Annual Financial/ B-BBEE Certificate / Affidavit	4	
Black Women Owned	Certified copy of ID Documents of the Owners	2	
51 % Black Owned	CIPC Documents / B-BBEE Certificate/Affidavit	2	
Creation of new jobs and labour intensification	Current documents on job creation to be included in the tender pack and submitted back	2	
TOTAL		20	

7 VALIDITY PERIOD

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

8 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME-N/A

8.1 National Industrial Participation Programme (NIPP) requirements:

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

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

9 POST TENDER NEGOTIATION

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

10 FINAL CONTRACT AWARD

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

11 FAIRNESS AND TRANSPARENCY

PRASA views fairness and transparency during the RFP Process as an absolute on which PRASA will not compromise. PRASA will ensure that all members of evaluation committees declare any conflicting or undue interest in the process and provide confidentiality undertakings to PRASA. The evaluation process will be tightly monitored and controlled by PRASA to assure integrity and transparency throughout, with all processes and decisions taken being approved and auditable.

SECTION 3

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the Pricing Schedule/ BOQ **Annexure: 5** and Form C (Volume 2 /Envelop 2)

1 PRICING

- 1.1. Prices must be quoted in South African Rand, inclusive of all applicable taxes.
- 1.2. Price offer is firm and clearly indicate the basis thereof.
- 1.3. Pricing Bill of Quantity is completed in line with schedule if applicable.
- 1.4. Cost breakdown must be indicated.
- 1.5. Price escalation basis and formula must be indicated.
- 1.6. To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 1.7. Please note that should you have offered a discounted price(s), PRASA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- 1.8. Respondents are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Respondent. PRASA may:
 - 1.8.1. negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - 1.8.2. if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP; and
 - 1.8.3. if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.
 - 1.8.4. If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFP.

2 DISCLOSURE OF PRICES QUOTED

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

3 PERFORMANCE AND BID BONDS (NOT 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 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	
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6 TOTAL COST OF OWNERSHIP (TCO)

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

7 FINANCIAL STABILITY

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

8 VALIDITY OF RETURNABLE DOCUMENTS

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

BID DESCRIPTION: APPOINTMENT OF SERVICE PROVIDERS FOR THE MAINTENANCE OF RAILWAY TRACK WITH AN ON-TRACK MAINTENANCE MACHINE FOR KWA ZULU NATAL REGION FOR A PERIOD OF 36 MONTHS FOR PRASA KZN	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: DBN/CAP(BAC)026	

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

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

1. PRASA's General Bid Conditions*

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

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

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

BID DESCRIPTION: APPOINTMENT OF SERVICE PROVIDERS FOR THE MAINTENANCE OF RAILWAY TRACK WITH AN ON-TRACK MAINTENANCE MACHINE FOR KWA ZULU NATAL REGION FOR A PERIOD OF 36 MONTHS FOR PRASA KZN	 prasa PASSENGER RAIL AGENCY OF SOUTH AFRICA
BID NUMBER: DBN/CAP(BAC)026	

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 -
 - 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
 - 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.
 - 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

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| 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:

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

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| 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 <i>PRASA Tender Forms and SBD forms provided with the tender</i>. <u>Failure to submit all the required documentation will lead to disqualification</u> |

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

Note:

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

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

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

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

Closing time	25	Ensure that PRASA has received the tender at the stated address with the Scope of work / specification no later than the <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 <i>Representative</i> , and sign the Form of Agreement all within the time required.
	32	Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent should be submitted with the tender.
Fulfil BEE requirements	33	Comply with PRASA's requirements regarding BBBEE Suppliers.

PRASA'S UNDERTAKINGS

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

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| 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 |

		• 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: • Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. • If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected. • Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the <i>tenderer's</i> addition of prices, the total of the Prices, if any, will be corrected.
	12	Reject a tender if the <i>tenderer</i> does not accept the corrected total of the Prices (if any).
Evaluating the tender	13	Evaluate responsive tenders in accordance with the procedure stated in the RFP / Scope of work/ specification. The evaluated tender price will be disclosed only to the relevant PRASA tender committee and will not be disclosed to <i>tenderers</i> or any other person.
Clarification of a tender	14	Obtain from a <i>tenderer</i> clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.
Acceptance of tender	15	Notify PRASA's acceptance to the successful <i>tenderer</i> before the expiry of the <i>validity period</i> , or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between PRASA and the successful <i>tenderer</i> .

Notice to unsuccessful tenderers	16	After the successful <i>tenderer</i> has acknowledged PRASA's notice of acceptance, notify other <i>tenderers</i> that their tenders have not been accepted, following PRASA's current procedures.
Prepare contract documents	17	Revise the contract documents issued by PRASA as part of the <i>tender documents</i> to take account of • Addenda issued during the tender period, • inclusion of some of the <i>tender returnables</i>, and • other revisions agreed between PRASA and the successful <i>tenderer</i>, before the issue of PRASA's notice of acceptance (of the tender).
Issue final contract	18	Issue the final contract documents to the successful <i>tenderer</i> for acceptance within one week of the date of PRASA's notice of acceptance.
Sign Form of Agreement	19	Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of PRASA's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party shall comply with the request.
Provide copies of the contracts	20	Provide to the successful <i>tenderer</i> the number of copies stated in the Scope of work/ specification of the signed copy of the contracts within three weeks of the date of PRASA's acceptance of the tender.