

**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**



**BID NUMBER: 27/11/2021/GAU-(PERWAY)**

**REQUEST FOR PROPOSAL (RFP) FOR THE MAINTENANCE OF RAILWAY TRACK WITH AN ON-TRACK MAINTENANCE MACHINE FOR GAUTENG REGION ON AN “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF 36 MONTHS**

**CIDB GRADING: 7 CE OR ABOVE**

**BID NUMBER: 27/11/2021/GAU-(PERWAY)**

<b>CLOSING DATE</b>	<b>07 February 2022</b>
<b>CLOSING TIME</b>	<b>12h00</b>
<b>BID DOCUMENTS DELIVERY ADDRESS</b>	<b>PASSENGER RAIL AGENCY OF SOUTH AFRICA SHOSHOLOZA JUNCTION, Ground FLOOR CNR LEYDS AND SIMMONDS BRAAMFONTEIN JOHANNESBURG</b>
<b>BIDDER NAME</b>	.....
<b>BID RETURN ADDRESS</b>	..... ..... ..... ..... ..... ..... ..... .....

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## **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.

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

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

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

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

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

- Modify the RFP's goods / service(s) / works and request Respondents to re-bid on any changes;
- Withdraw, amend the RFP at any time without prior notice and liability to compensate or reimburse any respondent;
- Reject any Proposal which does not conform to instructions and specifications which are detailed herein
- Disqualify Proposals submitted after the stated submission deadline;
- Call a respondent to provide additional documents which PRASA may require which have not been submitted to PRASA.
- Not necessarily accept the lowest priced Proposal or alternative bid;
- Not accept any response to the RFP or appoint a final bidder;
- Reject all proposals If It so decides;
- Withdraw the RFP on good cause shown;

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- Award a contract in connection with this Proposal at any time after the RFP’s closing date;
- Award a contract for only a portion of the proposed goods/ service/s/ works which are reflected in the scope of this RFP;
- Split the award of the contract between more than one Service Provider, should it at PRASA’s discretion be more advantageous in terms of, amongst others, cost or development considerations;
- Make no award at all;
- Validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent for PRASA to do so;
- Request annual financial statements prepared and signed off by a professional accountant or other documentation for the purposes of a due diligence exercise; and/or
- Not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it.

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

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

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

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

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

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

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## **1 LIST OF ANNEXURES**

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

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## **2 ACRONYMS**

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

### **3 INTERPRETATION**

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

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

## **4 DEFINITIONS**

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

- 5.1 “Accounting Authority” means the Board of PRASA;
- 5.2 “Contract” means the Contract to be entered between PRASA and the successful Bidder for the provision of the *services* procured in this RFP.
- 5.3 “Bid” means the Bid to the RFP submitted by Bidders;
- 5.4 “Bidders Briefing Session” means the compulsory briefing session to be held at the offices of PRASA, in order to brief the Bidders about this tender;
- 5.5 “Black Enterprise” means an enterprise that is at least 51% beneficially owned by Black People and in which Black People have substantial Management Control. Such beneficial ownership may be held directly or through other Black Enterprises;
- 5.6 “Black Equity” means the voting equity held by Black People from time to time;
- 5.7 “Black People” means African, Coloured and Indian South African citizens, and “Black Person” means any such citizen;
- 5.8 “Black Woman” means African, Coloured and Indian South Africa Female citizen;
- 5.9 “Briefing Note” means any correspondence to Bidders issued by the PRASA;
- 5.10 “Business Day” means any day except a Saturday, Sunday or public holiday in South Africa;
- 5.11 “Bidders” means individuals, organisations or consortia that have been submitted responses to the RFP in respect of the tender;
- 5.12 “Consortium” means any group of persons or firms jointly submitting a Bid as Bid to this RFP and “Consortia” means more than one Consortium;
- 5.13 “Contractor” the successful Bidders who has signed a Contract with PRASA in terms of this RFP.
- 5.14 “Closing Date” means the closing date for submission of bids/ Proposals by Bidders which is **07 February 2022 @ 12H00;**
- 5.15 “Project” means this project for the **Maintenance of railway track with an on-track maintenance machine for Gauteng Region on an “as and when” required basis for a period of 36 months;**
- 5.16 “RFP” means the Request for Proposals issued by PRASA for this tender; and
- 5.17 “Scope of Work” means the scope of work for this project as detailed out in the RFP technical specifications.

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## 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**].

<b>BID DESCRIPTION</b>	Maintenance of railway track with an on-track maintenance machine for Gauteng Region on an “as and when” required basis for a period of 36 months
<b>BID ADVERT</b>	This RFP may be downloaded directly from National Treasury’s e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge and also from Prasa website at <a href="http://www.prasa.com">www.prasa.com</a> With effect from 15 December 2021 @ 12H00
<b>ISSUE DATE</b>	15 December 2021
<b>COLLECTION DATE DEADLINE (if applicable)</b>	Not applicable
<b>COMPULSORY BRIEFING SESSION</b>	12 January 2022 @13H00 (PM)
<b>BRIEFING SESSION ADDRESS</b>	Passenger Rail Agency of South Africa Shosholoz Junction, 6 <sup>TH</sup> Floor Boardroom CNR Leyds and Simmonds Braamfontein Johannesburg
<b>CLOSING DATE</b>	<b>07 February 2022 @ 12H00</b> 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.
<b>VALIDITY PERIOD</b>	<b>90 Business Days from Closing Date</b> 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.
<b>CLOSING DATE FOR QUESTIONS</b>	<b>18 January 2022 @ 16h00</b>
<b>CLOSING DATE FOR RESPONSES</b>	<b>21 January 2022 @ 16h00</b>
<b>CONTACT PERSON</b>	<b>Ms. Gloria Mokgobi</b>

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

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## **2 FORMAL BRIEFING**

A compulsory pre-proposal RFP briefing will be conducted face to face at the following address: Passenger Rail Agency of South Africa; Shosholoza Junction, 6<sup>TH</sup> Floor Boardroom; CNR Leyds and Simmonds; Braamfontein; Johannesburg on the 12 January 2022, at 13H00 **PM**.

Respondents to provide own resources.

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

## **3 BRIEFING SESSION MINUTES AND NOTES**

3.1 PRASA will issue briefing session minutes or notes together with the response to the clarification questions within **3 working** days from the date of the briefing session.

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

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

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

## **4 PROPOSAL SUBMISSION OF RFP RESPONSE**

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

The Secretariat / Tender Office

RFP No: 27/11/2021/GAU-(PERWAY)

Description of Bid: **Maintenance of railway track with an on-track maintenance machine for Gauteng Region on an “as and when” required basis for a period of 36 months.**

Closing date and time: 07 February 2022 @12h00

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

## **5 DELIVERY INSTRUCTION FOR RFP**

### **Delivery of Bid**

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

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

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

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

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

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

### **6.1 B-BBEE Joint Ventures or Consortiums**

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their

intention to enter into a JV or consortium agreement should they be awarded business by PRASA through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to PRASA.

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

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

## 6.2 Subcontracting

As an organ of state, PRASA fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators<sup>1</sup>.

- an EME or QSE;
- an EME or QSE which is at least 51% owned by Black People;
- an EME or QSE which is at least 51% owned by black people who are youth;
- an EME or QSE which is at least 51% owned by black people who are women;
- an EME or QSE which is at least 51% owned by black people with disabilities;
- an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships;

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



- an EME or QSE which is at least 51% owned by black people who are military veterans;  
or
- a cooperative which is at least 51% owned by black people.

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

**Annexure .....**

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

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

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

The contract will be concluded between the successful Respondent and PRASA, therefore, the successful Respondent and not the sub-contractor will be held liable for performance in terms of its contractual obligations.

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

## **7 COMMUNICATION**

7.1 For specific queries relating to this RFP during the RFP process, bidders are required to adhere strictly to the communication structure requirements. An RFP Clarification Form should be

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submitted to Gloria.Mokgobi@prasa.com before 16H00 on 18 January 2022, substantially in the form set out in Annexure 2 hereto.

- 7.2 In the interest of fairness and transparency PRASA’s response to such a query will be made available to the other Respondents who have attended a compulsory briefing session. For this purpose PRASA will communicate with Respondents using the contact details provided at the compulsory briefing session.
- 7.3 After the closing date of the RFP, a Respondent may only communicate in writing with the Bid Secretariat, at telephone number [011] 013 0343 or email: metrorailgptenders2@prasa.com on any matter relating to its RFP Proposal.
- 7.4 Respondents are to note that changes to its submission will not be considered after the closing date.
- 7.5 Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of PRASA in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will automatically be disqualified and restricted from doing business with PRASA in future.

## **8 CONFIDENTIALITY**

- 8.1 PRASA shall ensure all information related to this RFP is to be treated with strict confidence. In this regard Respondents / Bidders are required to certify that they have acquainted themselves with the Non-Disclosure Agreement All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to PRASA’s business, written approval to divulge such information must be obtained from PRASA.
- 8.2 Respondents must clearly indicate whether any information submitted or requested from PRASA is confidential or should be treated confidentially by PRASA. In the absence of any such clear indication in writing, PRASA shall deem the response to the RFP to have waived any right to confidentiality and treat such information as public in nature.

## **9 INSTRUCTIONS FOR COMPLETING THE RFP**

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

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

### **Volume 1 (Envelop 1/Package 1)**

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

### **Volume 2 (Envelop 2/ Package 2)**

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

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

- 9.3 Bidders must submit 1 original response and 1 copy adopting two sealed envelopes/boxes system.
- 9.4 Bidders must ensure that their response to the RFP is in accordance with the structure of this document.
- 9.5 Where Bidders are required to sign forms they are required to do so using a black ink pen.
- 9.6 Any documents forming part of the original responses to RFP but which are not original in nature, must be certified as a true copy by a Commissioner of Oaths.

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- 9.7 Each response to RFP must be in English and submitted in A4 format, except other graphic illustrations, which may not exceed A3 format, unless the contrary is specifically allowed for in this RFP. Responses to RFP must be neatly and functionally bound, preferably according to their different sections.
- 9.8 The original responses to RFP must be signed by a person duly authorized by each consortium member and Subcontractor to sign on their behalf, which authorization must form part of the responses to RFP as proof of authorization. By signing the responses to RFP the signatory warrants that all information supplied by it in its responses to RFP is true and correct and that the responses to RFP and each party whom the responses to RFP signatory represents, considers themselves subject to and bound by the terms and conditions of this RFP.
- 9.9 The responses to RFP formulation must be clear and concise and follow a clear methodology which responses to RFP must explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- 9.10 Responses to RFP must provide sufficient information and detail in order to enable PRASA to evaluate the responses to RFP, but should not provide unnecessary detail which does not add value and detracts from the ability of PRASA to effectively evaluate and understand the responses to RFP. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.
- 9.11 Information submitted as part of a responses to RFP must as far as possible, be ordered according to the order of the required information requested by PRASA. All pages must be consecutively numbered.
- 9.12 Responses to RFP must ensure that each requirement contained in the RFP is succinctly addressed. Responses to RFP should as far as possible use the terms and definitions applied in this RFP and should clearly indicate its interpretation of any differing terminology applied.
- 9.13 Response to RFP documents are to be submitted to the address specified in **Section 5 (DELIVERY INSTRUCTION FOR RFP)** above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as PRASA will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document.
- 9.14 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

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

## 10 RFP TIMETABLE

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

RFP PROCESS	MILESTONE DATES
Bid issue date	15 December 2021
Compulsory Briefing Session for Bidders	12 January 2022 @ 13h00 (PM)
Closing date for Questions	18 January 2022 @ 16H00 (PM)
Closing date for Responses	21 January 2022 @ 16H00 (PM)
Closing Date for Submission of final Bid	07 February 2022 @ 12H00 (PM)
Evaluation of Proposals (Bidders note that PRASA may call for Presentation of bidders offers at any stage of the evaluation process)	TBA
Appointment of the successful Bidder	TBA
Contract Negotiations	TBA
Signing of Contract	TBA
Contract Commencement	TBA

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

## 11 LEGAL COMPLIANCE

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

disqualified the Bidder. PRASA reserves the right to call a Bidder to provide additional documents which PRASA may require from a Bidder which have not been submitted to PRASA.

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

The successful Bidder [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

## **12 NATIONAL TREASURY’S CENTRAL SUPPLIER DATABASE**

Respondents are required to self-register on National Treasury’s Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za>. Respondents are required to provide the following to PRASA in order to enable it to verify information on the CSD:

**Supplier Number:** \_\_\_\_\_ **Unique registration reference number:** \_\_\_\_\_.

## **13 TAX COMPLIANCE**

Respondents must be compliant when submitting a proposal to PRASA and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this RFP that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

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

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

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

#### New Tax Compliance Status (TCS) System

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

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

**Tax Compliance Status (TCS) Pin:**\_\_\_\_\_.

## **14 PROTECTION OF PERSONAL DATA**

In responding to this bid, PRASA acknowledges that it may obtain and have access to personal data of the Respondents. PRASA agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, PRASA will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, PRASA requires Respondents to process any personal information disclosed by PRASA in the bidding process in the same manner.



## **SECTION 2**

## **Annexure 3**

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

This specification covers the maintenance of railway track with an on-track maintenance machine for Gauteng Region. The Contractor shall do the work as directed by the Engineer or his/her representative and in accordance with the specifications set out in this tender/contract document

#### **5.1 NATURE OF WORK**

This specification covers the maintenance of track by the contractor with an on-track mobile mechanized maintenance machine.

##### **5.1.1 Contract area**

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

##### **5.1.2 Duration of contract**

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

5.1.2.2 Prasa Rail will have an option to extend the contract for a period up to twelve (12) months beyond mentioned in 5.1.2.1 above, 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.

#### **5.2 DEFINITIONS**

5.2.1 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 of time 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 inclusive of standing time.

**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 (T<sub>q</sub>)** 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 or the Contractor.

**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.

5.2.2 “**Ballast**” Broken stone of the required grading used to support sleepers

5.2.3 “**Box in and trim**” To place ballast between the sleepers and on the ballast shoulders to form the required profile.

5.2.4 “**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, dowties, 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 fastenings.

### **5.3 THE CONTRACTOR'S GENERAL OBLIGATIONS**

5.3.1 The Contractor's general obligations under the Contract comprise: -

- 5.3.1.1 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
- 5.3.1.2 The provision of all labour, 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.

5.3.2 PRASA shall, in the case of a breach of contract by the Contractor in terms of clause 29 (E5), 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.

### **5.4 WORKMEN**

- 5.4.1 All persons employed by the Contractor to carry out the Contract shall be competent, responsible and of good character.
- 5.4.2 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.
- 5.4.3 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.
- 5.4.4 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.
- 5.4.5 The Contractor shall ensure that all staff transported on on-track machines and wagons or coaches, shall at all times 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 with regard to 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

## **5.5 HOURS OF WORK**

5.5.1 The Contractor shall conform to the hours of duty laid down by the Technical Officer.

5.5.2 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.

5.5.3 Work shall not be suspended for rain or inclement weather unless otherwise agreed by the Technical Officer.

5.5.4 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.

5.5.5 The Contractor may be required to work SPLIT occupations as defined in clause 1, when a 2 hours period will be allowed between occupation periods for servicing of the machines.

5.5.6 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.

### **5.5.7 Standby**

5.5.7.1 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.

5.5.7.2 The operator of the machine shall be on standby during 19:00 to 05:00 between Monday to Friday on which work is performed.

5.5.7.3 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).

5.5.7.4 When called out the machine Operator shall be at the pre-arranged place within one hour of being called out.

5.5.7.5 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.

## **5.6 COMPLIANCE WITH STATUTES AND SAFETY RULES**

5.6.1 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.

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5.6.2 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 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 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 employ, 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 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 business or the operator provided in terms of this agreement.

5.6.3 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 procedural compliance with the Act and
- particulars of the Health and Safety Programme to be implemented on the site in accordance with the Specification E.4E.

The Contractor's Health and Safety Programme 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 obligations as an employer in terms of the Act.

5.6.4 The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment - E7/1, if applicable, and shall take particular care of the safety of his 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.



5.6.5 In addition to compliance with clause 5.6.2 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.

5.6.6 The term "safety rules" in clauses 5.6.1 and 5.6.4 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.)

5.6.7 The Contractor shall comply with all Health and Safety ACTS and all work/labour laws.

## **5.7 PLACE OF WORK**

5.7.1 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.

5.7.2 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.

## **5.8 RECORDS AND INSTRUCTION BOOKS**

The Contractor shall submit such returns as may be required by the Technical Officer. He /She 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 deputy, and the Contractor.

## **5.9 MACHINERY AND EQUIPMENT REQUIRED**

5.9.1 Mechanical and motive aspects

5.9.1.1 All machinery provided by the Contractor shall be in good mechanical condition and He or She shall maintain the machinery in good mechanical condition for the duration of the Contract.

5.9.1.2 Axle loads shall not exceed 20 tons.

5.9.1.3 The machine shall be self-propelled.

5.9.1.4 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.

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- 5.9.1.5 At the start of each occupation the Contractor shall, in the presence of the Technical Officer, 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 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 will test the brakes with a brake efficiency test meter and record the results in the workbook.

- 5.9.1.6 The machine shall actuate all signaling equipment used by PRASA for traffic control.
- 5.9.1.7 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.
- 5.9.1.8 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.
- 5.9.1.9 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.
- 5.9.1.10 The machinery shall have off-tracking equipment suitable for use on for off-track stand types shown in Annexure D. Should these stands not be suitable, the Contractor will construct stands to the Contractor's requirements and at His or Her cost, subject to the particulars of such requirements being submitted with His or Her tender.

**5.9.2 Wheel flanges, tyres and axles**

- 5.9.2.1 The condition of the flanges and treads of wheels of all machines shall be carefully examined by Technical Officer. 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.
- 5.9.2.2 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.
- 5.9.2.3 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.

**5.9.3 Fueling and maintenance**

- 5.9.3.1 The Contractor shall not re-fuel, service or repair the machinery, during occupations, save as provided in 5.9.2.2.



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5.9.3.2 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.

**5.9.4 Recording instruments**

5.9.4.1 Each machine shall be fitted with an approved tachograph, a mechanically operated event recorder and a speedometer.

5.9.4.2 The Contractor shall be responsible for inserting recording cards in the tachograph and event recorders, and for synchronising these instruments.

5.9.4.3 The Technical Officer will be responsible for setting the event recorder.

5.9.4.4 The Technical Officer 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.

5.9.4.5 Should the tachograph or the event recorder break down, the Technical Officer 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 He or Her agrees, and if they disagree it shall be 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.

**5.9.5 Radio equipment**

5.9.5.1 During track occupations the Contractor shall provide a cellular telephone (1 cellphone) for communication between the Workplace and the controlling office or CTC office. The cellphone shall be used for communication between CTC office and the Contractor, and it shall be used by the Technical Officer.

The cell-phone for the official use of PRASA shall be provided with a talk time contract of unlimited talk minutes per month. 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 Cell-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 Technical officer with the machine may only be with his or her permission. The Technical officer and the contractor or one the Contractors employees with the machine shall be responsible for controlling the number of call minutes on this phones.

5.9.5.2 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.

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At all given times walkie-talkie radios should be available when the machine is Available, and it's the Contractors responsibilities to ensure they are in working condition on daily basis.

- 5.9.5.3 All of the above-mentioned radio equipment shall operate on 12,5 kHz channel spacing, and shall comply with specification SABS-1069.
- 5.9.5.4 The Contractor may operate the radio equipment only for trackside protection. The use of the allocated frequencies must be terminated when the contract expires.
- 5.9.5.5 When walkie-talkie communication fails due to faulty equipment, the machinery will be deemed as non-available.
- 5.9.5.6 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.
- 5.9.5.7 The Contractor will provide, install and maintain a radio in the cab of the machine for train control purposes, and provide a suitable power supply point for the radio equipment when requested. The machine will not be allowed to operate without this radio.

**5.9.6 Warning devices**

- 5.9.6.1 The machine shall be fitted with a hooter for use during travelling.
- 5.9.6.2 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 shall appoint flagmen who will be in continues communication with the Personnel appointed by the contractor, who will be based at the machine and they shall warn each other of any incoming traffic at all given times.

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

**5.9.7 Machinery Specifications**

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

- 5.9.7.1 Vehicle gauge: 1 065mm gauge track shown in Annexure 2 (Sht 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.
- 5.9.7.2 Track gauge: nominal 1 065mm, with a range of - 10mm to + 45mm.
- 5.9.7.3 Minimum structure gauges: as shown in Annexure 1 (Sheet 1,2 and 5 of 5).
- 5.9.7.4 Single lines or multiple lines with a minimum distance of 4m between track centres.

5.9.7.5 Maximum track gradient: 1 in 30.

5.9.7.6 Minimum curve radius: 125m.

5.9.7.7 Work place altitude range: 0 to 2 000m above sea level.

5.9.7.8 Ambient temperature range: - 5°C to + 50°C.

5.9.7.9 Mass of rail: 60 kg/m, 57 kg/m, 48 kg/m, 40 kg/m, 30 kg/m or 22 kg/m.

5.9.7.10 Maximum mass per sleeper: Sets - 750 kg; other - 300 kg.

5.9.7.11 Types of sleepers in track: timber, steel, monolithic or tie-bar concrete.

5.9.7.12 Sleeper spacing: 500mm to 900mm.

#### 5.9.8 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.

#### 5.9.9 Transport, Storage and Load Area

Related machines shall be able to carry and store the following equipment.

5.9.9.1 Mechanised Maintenance Machine: The machine shall be able to transport four of the Contractor's employees to travel from the staging point to workplace in the cab of the Mechanised Maintenance machine. Both cabins must be suitably protected against inclement weather.

5.9.9.2 Self-propelled wagon: The following tools, **to be provided by the Contractor**, shall be stored safely in a lockable toolbox, underneath the wagon: -

- 6 Pandrol levers,
- 6 Fist levers,
- 8 Beaters
- 8 Ballast forks
- 8 Slewing bars
- 4 Pionjars, or similar motorised handheld tampers,
- 4 “A”-type rail jacks.
- 4 sets of portable floodlights of 500 watts intensity for night working,
- 2 rail disc-cutters,
- 2 wrenches with sockets, capable of loosening and fastening coach screws, “T”-bolts and fish bolts,

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- One sleeper drill.
- Welding machines, MP12 and MC2 grinders shall be carried on the wagon deck.

5.9.9.3 The wagon shall have detachable sides of approximately 400mm high.

5.9.9.4 The wagon area shall have a length of at least 12 meters, and shall be able to carry a maximum load of 10 tonnes comprising of the following or similar materials (these items shall be adequately supported by non-flexible support firmly secured): -

- 1 X 1:12 frog, or stock and switch (complete), or
- 1 X 1:7 double slip obtuse and acute frog, or
- 5 X F4 (or similar) type sleepers all with fastenings, and
- 4 X 12m 44 kg/m rails or block joint.

5.9.9.5 All additional equipment supplied as requested see clause 3.8.

5.9.9.6 Both the Mechanised Maintenance Machine and the Wagon shall have buffers at both ends.

5.9.9.7 The wagon shall be self-propelled, consisting of two axles, and shall be able to move at 1:60 gradients at a speed of  $\pm 30$  km/h, when fully loaded.

5.9.9.8 The control box shall be fitted at one end of the wagon only.

**5.9.10 Tamping Equipment**

5.9.10.1 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.

5.9.10.2 The machine shall be capable of tamping at least 21 sleepers per minute in plain track.

5.9.10.3 The machine shall tamp at least 95 percent of the tamping positions of every set and turnouts, and all other tamping positions. The Contractor shall arrange to tamp the remaining tamping positions of sets by means of Pionjars or similar 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 machine cannot tamp, and the extent to which the curved (turnout) portion can be tamped with the machine on the straight (through) line.

5.9.10.4 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.

- 5.9.10.5 The machine must be able to lift the track by lifting it from the bottom flange at rail joints and turnouts.
- 5.9.10.6 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.
- 5.9.10.7 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.
- 5.9.10.8 The contractor shall ensure that tines are replaced before reaching the minimum required surface area of 8000mm<sup>2</sup>. The replacement of tines shall be completed within ten minutes.
- 5.9.11 Standards of workmanship and accuracy
- 5.9.11.1 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.
- 5.9.11.2 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.
- 5.9.11.3 The Contractor shall continuously monitor and evaluate vertical and horizontal alignment and cant behind the machine.
- 5.9.11.4 Standards in the Vertical Plane.
- 5.9.11.4.1 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.
- 5.9.11.4.2 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.
- 5.9.11.4.3 The actual cant at any point shall not differ by more than 3mm from the specified cant.
- 5.9.11.4.4 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.
- 5.9.11.5 Standards in the Horizontal Plane
- 5.9.11.5.1 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.
- 5.9.11.5.2 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.

#### 5.9.12 Hoisting Equipment

5.9.12.1 The wagon is to be fitted with a hydraulic crane for loading material at material camps or at points next to the track, transporting this material to discharge points and offloading them as and where directed by the Technical Officer.

5.9.12.2 A 16 ton-meter crane is required, and must be able to reach a distance varying between 4m from the centre-line of track, and a maximum of 11m above rail level.

5.9.12.3 Movement of the crane shall be physically restricted that no part of the crane shall ever reach higher than 3,9m above the rail when handling material under live overhead conditions. This limit will be relaxed when working with overhead structures and under “dead” overhead conditions.

5.9.12.4 Lifting cables and slings capable of lifting any type of permanent way material currently used by PRASA RAIL shall be supplied. That shall include a spreader bar with suitable connections for 6m rails and a spreader bar with suitable connections to lift five P2 (or similar) sleepers simultaneously.

5.9.12.5 The wagon shall be secured not to tilt when handling material.

5.9.12.6 The crane shall be mounted to the one end of the wagon, and centrally to the track.

5.9.12.7 The crane shall properly be earthed to the rail-track.

#### 5.9.13 Communication

5.9.13.1 The Contractor shall provide one cell-phone at the Mechanised maintenance machine, for communication to the Technical office and CTC , and to the Contractor’s depot.

5.9.13.2 The Contractor shall also provide a cell-phone at the Mechanized Maintenance Machine for communication between Operating and the Prasa Rail Technical Officer.

#### 5.9.14 Additional equipment supplied as requested

The following additional equipment shall be available when required by the Technical Officer:

5.9.14.1 Two hydraulic jacks to assist with jacking sets when being tamped.

#### 5.9.15 Safety Aspects

5.9.15.1 Each 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)



- 5.9.15.2 Each 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).
- 5.9.15.3 Each machine and all its tools and equipment shall comply with the Occupational Health and Safety Act (Act no. 85 of 1993).

## **5.10 AVAILABILITY**

- 5.10.1 The machinery 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.
- 5.10.2 Machinery will be regarded as available when moving from one Work place to another.
- 5.10.3 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 Work place) will not be included when determining availability.
- 5.10.4 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.

## **5.11 NON-AVAILABILITY**

- 5.11.1 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.
- 5.11.2 Should any of the specified components or functions of the machine be non-available, the machine will be regarded as non-available.
- 5.11.3 Machinery 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 machinery is still non-available. In the latter case, breakdown time will commence from the time that the machinery previously became non-available.
- 5.11.4 The provisions regarding productivity and standards of workmanship and accuracy shall apply during periods of testing or resetting.
- 5.11.5 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.
- 5.11.6 Should a single stoppage of Work due to a breakdown of a 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.
- 5.11.7 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.

## **5.12 PROVIDED BY THE CONTRACTOR**

### **THE FOLLOWING TO BE PROVIDED BY THE CONTRACTOR FOR WORKING PURPOSES.**

- 5.12.1 The Water to operate the machinery, where available.
- 5.12.2 Where available, at campsites, water for drinking and domestic purposes and hot water for ablutions.
- 5.12.3 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.
- 5.12.4 The contractor will be responsible for the safety of the machinery 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 machinery 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 machinery is made secure when parked at the staging point.
- 5.12.5 Before work is commenced, the Technical Officer 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 work book that no such conductors exist.
- 5.12.6 Nothing contained here in shall detract from the Contractor's obligation to exercise care in all respects in carrying out his or her duties under the Contract.
- 5.12.7 The contractor will provide two or more DZ type rail wagons for use under all ballast screening and ballast tamping operations. The number of wagons required can be agreed upon between the Technical Officer and the Contractor and it depends on availability of the wagons and the reasons for requesting it. These wagons will also be moved free on rail.
- 5.12.8 Operation of machine or equipment
- All equipment required to operate with the machine and wagon will be provided by the Contractor.
- 5.12.9 Except where otherwise specified the Contractor shall at his 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 contractual obligations.



- 5.12.10 The Contractor shall provide and deliver to the place of Work all fuels and water required for the machine operations.
- 5.12.11 The Contractor shall maintain and operate the machinery, direct his own personnel and perform all work required.
- 5.12.12 During track occupations, the Contractor shall ensure that sufficient mechanics, operators and labour are present to ensure efficient operation of the machinery.
- 5.12.13 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.
- 5.12.14 The Contractor shall appoint one suitably qualified person as his representative at each occupation.
- 5.12.15 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.
- 5.12.16 Failure to comply with the provisions of 5.13.2 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 Track-master,  
Three qualified Track-helpers,  
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 Gauteng region.
- 5.14.4 The Perway team may be utilized as an independent unit from the machine or wagon e.g. as a separate maintenance team.

#### **5.15 OVERALL STAFFING AND KEY PROFESSIONAL STAFF**

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

- Team Leader/Project Director
- Track Master

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- Flagman
- Construction Health and Safety Officer

#### 5.15.2 MINIMUM QUALIFICATION OF KEY PROFESSIONAL STAFF

##### **Team Leader/Project Engineer**

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

##### **Site Supervisor**

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

##### **Flagman**

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

##### **Health and Safety Officer**

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

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

#### **5.16 BREAKDOWN**

- 5.16.1 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.

- 5.16.2 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.
- 5.16.3 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.
- 5.16.4 Should the quality of work produced by the machinery not be to the standard required the machinery may be regarded as not available.
- 5.16.5 The machine and the wagon will be considered on breakdown if the team does not report for duty on that specific day.

## **5.17 MACHINE MOVEMENTS**

- 5.17.1 The Contractor shall deliver the machinery in full operational condition, with all operatives, to the initial place of Work, as directed by the Technical Officer.
- 5.17.2 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 deputy.
- 5.17.3 The Contractor is responsible for movement of his or her machines in the occupation area.
- 5.17.4 Machinery shall not be operated as a train. The Contractor shall, subject to the provisions of clause 10, assist PRASA in all matters concerning the safety of trains, persons and the machinery.
- 5.17.5 The Contractor shall ensure that the off-tracking rails are correctly placed and fastened before lowering or moving the machinery onto them.
- 5.17.6 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 work book. 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.
- 5.17.7 The Contractor shall load and unload all machinery to be transported by rail truck (see clause 5.17.3) and shall be responsible to properly secure all machinery to be so transported.

## **5.18 MATERIAL TO BE SUPPLIED AT WORK PLACE**

All material shall be supplied by the contractor and 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 shall be the Contractors responsibility to replace it.

## **5.19 COMPLIANCE WITH STANDARDS OF WORKMANSHIP AND ACCURACY**

- 5.19.1 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.
- 5.19.2 The Contractor shall continuously monitor and evaluate measurements of the track and shall ensure compliance with the specified standards of workmanship and accuracy.
- 5.19.3 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 or she should record all relevant information before and after working in conjunction with the Technical Officer. 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.

## **5.20 UNSATISFACTORY PERFORMANCE OF THE MACHINERY**

- 5.20.1 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.
- 5.20.2 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 5.9.8). The Technical Officer shall be advised of any proposed substitution, which shall be subject to his approval.
- 5.20.3 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 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 29.

## **5.21 MEASUREMENTS AND PAYMENTS**

- 5.21.1 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.

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- 5.21.2 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 5.9.8) and only for the initial machine establishment.

- 5.21.3 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;
- 5.21.3.1 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.
- 5.21.3.2 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.
- 5.21.3.3 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.
- 5.21.3.4 Contractor shall submit, with their tenders, full particulars of the labour task crews, allowed for in the rates tendered in respect of clause 5.21.3.1 and 5.21.3.2, 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 laborers and supervisors, etc.
- 5.21.4 Additional payment will be made when the machine is required to work outside the contract area described in the Special Conditions and Specifications.
- 5.21.5 No payment whatsoever will be made for periods of non-availability.
- 5.21.6 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.
- 5.21.7 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.
- 5.21.8 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.

## **5.22 TAMPING RATE**

- 5.22.1 The nominal production rate in sleepers/minute of between 21 sleepers/minute must be maintained over a calendar month.
- 5.22.2 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 and 21 sleepers/minute for open track.
- 5.22.3 Sleepers tamped during turnout and restricted track maintenance will not count towards total for SA.
- 5.22.4 Tw will be multiplied with the ratio:  $P = (\text{Actual tamping rate})/R = \text{Productivity factor}$ .
- 5.22.5 Productivity factor for open track will be restricted to 1,25. (12.5 sleepers per minute).
- 5.22.6 Production factor for turnouts and restricted track will be 1.

## **5.23 PAYMENT**

- 5.23.1 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

- 5.23.2 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.

### **5.23.3 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.

### **5.23.4 ITEM 2: EXECUTION OF WORK**

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;

Availability (A) =  $\frac{To - Tb}{To}$

To

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

To-days for the Machine and the wagon shall be priced and paid separately. Availability of the machines will also be considerate separately and in consideration with clause 22.7 of the E160 (General Specification).

### 5.23.5 **ITEM 3: WORKING**

#### 5.23.5.1 **ITEM 3.1: TAMPING TIME ( $T_{w_{tamp}}$ )**

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.

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

Production rates will be calculated as per clause 8.

#### 5.23.5.2 **ITEM 3.2: LOCO TIME ( $T_{w_{loco}}$ )**

Payment will be made for each hour of working time as a dependant machine (with the trailer) and the machine is not occupied with tamping, eg: travelling, with or without the trailer; standing while waiting for loading or any non-tamping activity.

Monthly payment =  $T_{w_{loco}}$  x [rate for item 3.2].

#### 5.23.5.4 **ITEM 3.3: WAGON WORKING TIME $T_{w_{(wagon)}}$**

Payment will be made for each hour by the wagon

### 5.23.6 **ITEM 4: OVERTIME**

- Item 4.1 Overtime payment for the team and machine will be made for occupation time during week-days (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.

### 5.23.7 **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.

#### **5.23.8 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.

#### **5.23.9 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.

#### **5.23.10 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 3 (three) Track helpers (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 (or wagon). Instances may occur when the team may be utilized away from the machine or wagon.

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

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#### 5.23.11 ITEM 9: CELL PHONES

The Contractor shall provide a cell-phone for communication between the Mechanized Maintenance Machine and Metrorail Trains Operations. The Contractor shall make provision in his or her contract with the service provider insurance, as well as unlimited 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	SCHEDULE RATE/TIME
	<b>To be completed by Tenderer</b>	
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 =

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Single slip wood	minute	Rss	=
Double slip wood	minute	Rds	=
Double slip concrete	minute	Rdsc	=
Splice joint	minute	Rsjs	=

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

## **5.24 PAYMENT CERTIFICATES**

- 5.24.1 On or about the last day of each month, the Technical Officer will make a progress measurement of the work done in conjunction with the Contractor.
- 5.24.2 Thereafter the Project Manager will issue a certificate authorising payment of such sum of money as he may consider represents the value of the work referred to in 5.24.1
- 5.24.3 The Contractor shall be entitled to receive payment of the amount authorised in the said certificate within 30 days from the date of measurement or receipt of the Contractor's VAT-invoice, whichever is the later. Such payment will be regarded as an open payment, and both the certificate and payment will be subject to revision and adjustment by the Project Manager if at any time he is of the opinion that the certificate does not represent accurately the value of work completed or to correct previous over or under payments.
- 5.24.4 In the event of failure by PRASA to make payment within the time stipulated in clause 5.24.3, he shall pay to the Contractor interest at prime overdraft rate as certified by the Contractor's bankers upon all overdue payments of such certified amounts, from the date on which such payments should have been made. Interest payments shall not be applicable to corrections made in respect of previous over- or underpayments
- 5.24.5 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 him.
- 5.24.6 The Project Manager shall, within 14 days after approval by the Executive Officer, and subject to clause 5.24.5, send the Final Certificate to the Contractor who, by countersigning thereof, shall certify his acceptance of the amount shown due to him as being full and final payment, subject only to the resolution of outstanding disputes.

- 5.24.7 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.
- 5.24.8 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 agreement with the Final Certificate and will effect payment in terms thereof.

PRASA 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 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.

- 5.24.9 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 employees or agents.

## **5.25 GUARANTEES**

- 5.25.1 Government or approved Municipal stocks in negotiable form, or
- 5.25.2 A deed of suretyship furnished by an approved bank, insurance or guarantee corporation in such form as may be prescribed by PRASA, provided however that the Project Manager may, upon written application by the Contractor, return to the Contractor the whole or part of such security held by PRASA.
- 5.25.3 All work done shall be guaranteed for a period of 24 month after the successful handover
- 5.25.4 All defects as a result of poor workmanship and poor-quality material will be rectified by the contractor on his/her account.
- 5.25.5 Formal completion certificate will be given in writing after all contract obligations are met and approved by PRASA Project Manager.
- 5.25.6 Corrective action to be taken by the Contractor during the guarantee period at his/her own cost and expense:

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

## **5.26 PENALTIES**

- 5.26.1 If the Contractor fails to complete the work within the time stipulated in this contract for completion of services or a part or portion of services, the Contractor shall be liable to the Employer for an amount calculated at 0.05% of the Contract Price per delayed Day per order, which shall be paid for every day which shall elapse between the time for due completion and completion of the relevant Services. However, the total amount due under this sub-clause shall not exceed the maximum of 10% of the Contract Price.
- 5.26.2 The imposition of such penalty shall not relieve the Contractor from its obligation to complete Services or from any of its obligations and liabilities under the Contract,
- 5.26.3 PRASA may set off or deduct from the fees due to the Contractor any penalty amounts due and owing by the Contractor in terms of clause 5.26.1

## **5.27 CONSTRUCTION RELATED SECURITY**

### **5.27.1 Background**

- 5.27.1.1 The security situation within PRASA has changed significantly over the past five years resulting in PRASA being a constant target for criminal elements. These incidents are also reflective of what transpires within the macro environment.
- 5.27.1.2 Since 1993 the theft of non-ferrous metals in South Africa has escalated to unprecedented levels with annual losses running into billions of rand. Researchers on this phenomenon indicated that the increases in cable theft in the past years were mostly due to the fact that the price of copper had tripled in recent years.
- 5.27.1.3 However, the price of copper is not the only driver of this crime as other research points to drug related behaviour as a contributing factor. In this regard in the Western Cape it was found that perpetrators, who had been arrested, were in 75% of the incidents, under the influence of drugs when committing cable theft.
- 5.27.1.4 Since the beginning of 2015 the price of copper increased from 4569 USA Dollar to 7207 USA Dollar at the end of 2017. The price of copper decreased marginally from the beginning of 2019 to April 2019 and traded at a price of 6000 USA Dollar in July 2019 (At an exchange rate of R

13.94 on 19 July 2019 this was equal to R 83 640 per metric ton.) In other words, in the period April to June 2019 the price of copper increased with an increased incentive to criminal activities.

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

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

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

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

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

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

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

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

## 5.27.2 MANDATORY SECURITY REQUIREMENTS

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

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

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

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- 5.27.2.4 All personnel employed by the Contractor including sub-contractors shall have undergone a Health and Safety Induction.
- 5.27.2.5 Permits to work (in line with Covid-19 regulations) shall be issued at the cost of the contractor to all personnel on that shall be signed and stamped by the authorized PRASA Official responsible for Risk Management.
- 5.27.2.6 The security to be provided by the contractor shall be responsible for both the appointed contractor's assets and PRASA's assets on site until the site is handed over to PRASA. A list of all functioning equipment that do not form part of this scope of work will be shared with the successful bidder and shall be signed off by both the successful bidder and PRASA's representative.
- 5.27.2.7 PRASA assets that shall be guarded by the contracted security includes Permanent way assets, All Train Authorisation on track elements, all train stations (with all assets included) along the section and all functioning equipment along the corridor.
- 5.27.2.8 Any lost or stolen material shall be replaced by the contractor at his own cost.
- 5.27.2.9 The contractor shall provide on-site security for personnel and material stock and should ensure that patrols are in place at the section handed over to the contractor and until the completed work is handed over to PRASA. No claims of material or losses shall be lodged with the client for stolen goods during the construction before the completed work is handed over to PRASA.
- 5.27.2.10 Furthermore, it is the contractor's responsibility to ensure that valuable metal i.e. copper is adequately protected while in transit to and from site.
- 5.27.2.11 The contractor shall make sure that all material removed from site is quantified, counted, logged in the site diary and that it is co-signed by a PRASA representative on site before it is removed from site.
- 5.27.2.12 Scrap metal removed from the section shall be adequately protected until it is delivered to PRASA's stores.
- 5.27.2.13 PRASA reserves the right to conduct ad-hoc inspections to ensure Compliance

**5.27.3 Risks**

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

Risk			Probability	Mitigation
Project	Hi-jacking	–	High	Social Facilitation to ensure community involvement and
Regulation	9	30%		



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Subcontracting. This includes the provision of security.		buy in. PRASA recommends an approach that involves the local community. Failure to ensure local involvement can result in serious work stoppages.
Theft of Installed equipment	High	Fit for purpose security with an integrated plan for assets installed and physical security at site office. Ensure protective measures for site with a access gate.
Hi-jacking of site personnel vehicles	High	Armed Escorts to and from the site
Armed Robbery of personnel on site and Storage Facility at site	High	Armed Guarding at site and site office with an armed response for mobilisation

#### 5.27.4 PROPOSED INTERVENTIONS

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

5.27.4.2 Requisite equipment:

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

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## **5.28 APPLICABLE SPECIFICATIONS**

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

- a) SANS 3000-1 to 2, Railway Safety Management;
- b) SABS 1200NB Railway Sidings (Track work);
- c) EN13674-1, UIC 860-0, UIC 8610-1 or the latest equivalent standard;
- d) EN13848 - Railway applications – Track geometry quality or the latest equivalent standard;
- e) Standard specifications E7/1;
- f) Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and Applicable Regulations (E4E); including any subsequent amendments;
- g) E10: General Specifications for Railway Track work;
- h) E10/1: Laying of Rails;
- i) E10/2: Laying of sleepers;
- j) E10/4: Ballasting and alignment;
- k) Manual for Track Maintenance (2000); and
- l) Railway Safety Regulator Act (Act 16 of 2004)
- m) Infrastructure Perway Technical Specification for Rails

## 5 EVALUATION METHODOLOGY

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

### 5.1 EVALUATION AND SCORING METHODOLOGY

The evaluation of the Bids by the evaluation committees will be conducted at various levels. The following levels will be applied in the evaluation:

Table 5.1

LEVEL	DESCRIPTION
Verify completeness	The Bid is checked for completeness and whether all required documentation, certificates; verify completeness warranties and other Bid requirements and formalities have been complied with. Incomplete Bids will be disqualified.
Verify compliance	The Bids are checked to verify that the essential RFP requirements have been met. Non-compliant Bids will be disqualified.
Detailed Evaluation of Technical	Detailed analysis of Bids to determine whether the Bidder is capable of delivering the Project in terms of business and technical requirements. <b>The minimum threshold for technical evaluation is [70%], any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and B-BBEE.</b>
B-BBEE	Evaluate B-BBEE
Price Evaluation	Bidders will be evaluated on price offered.
Scoring	Scoring of Bids using the Evaluation Criteria.
Recommendation	Report formulation and recommendation of Preferred and Reserved Bidders
Best and Final Offer	PRASA may go into the Best and Final Offer process in the instance where no bid meets the requirements of the RFP and/or the Bids are to close in terms of points awarded.
Approval	Approval and notification of the final Bidder.

## 5.2

### EVALUATION CRITERIA

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

Table 5.2

<b>EVALUATION PROCESS</b>	
<b>Stage 1</b>	
Compliance	Administrative Responsiveness
	Substantive responsiveness (mandatory)
<b>Stage 2</b>	
Technical/Functional Criteria	Testing of capacity – meet minimum threshold of 70%
<b>Stage 3</b>	
<b>Preference Points</b>	
Price	80/90
BBBEE	20/10
<b>TOTAL</b>	<b>100</b>
NB. Bids will be evaluated on either 80/20 or 90/10 preferential points system (whichever will be applicable).	

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

### STAGE 1: COMPLIANCE REQUIREMENTS

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

#### Stage 1A- Mandatory Requirements

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

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**Table 5.3: List of Mandatory Compliance Documents**

No.	DESCRIPTION OF REQUIREMENT	
a.	Completion of ALL RFP documentation (includes ALL declarations, project specifications and Commissioner of Oath signatures required).	
b.	Proof of valid registration with CIDB grade 7CE or higher	
c.	Signed Joint Venture, Consortium Agreement or Partnering Agreement (whichever is applicable) if applicable.	
d.	Submission of a signed Briefing session Form D and signed briefing session attendance register	
e.	The Declaration Certificate for Local Content (SBD 6.2) and the National Industrial Participation Programme (SBD5) must be completed and duly signed.	
f.	Annexure C – Local Content Declaration – Summary Schedule	

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

### Stage 1B - Basic Compliance

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

**Table 5.4: Basic Compliance**

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

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j)	Annexure E – Local Content Declaration – Supporting Schedule to Annex C	
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### **Stage 1C – Compliance: BROAD-BASED BLACK ECONOMIC EMPOWERMENT (BBBEE)**

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

Table 5.5

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

### **STAGE 2: TECHNICAL / FUNCTIONALITY REQUIREMENTS**

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

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

Table 5.6: Technical Evaluation Criteria

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

Table 5.7: Technical evaluation criteria

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
Organizational Experience  Similar Projects for on-track Machines: • <i>Screener</i>	<b>40</b>	Score will be based on successfully completed similar projects in the rehabilitation of railway track with On-track machines of which details are provided.

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Evaluation Area	Weight	Technical/Functional Criteria and Scoring
<ul style="list-style-type: none"> <li>Regulator</li> <li>Grinder</li> <li>Stabilizer</li> </ul> <p>(N.B. Provide for each successfully completed project/s in the following sequence; Copy of an appointment letter/s(on a company letterhead), description of the project, Client name, Client contact (i.e. email and office number), Project start date, project end date, extension of time where applicable, contract value inclusive of VAT. Furthermore, attach completion certificates signed by client indicating the value and type of work performed)</p>		<p>:0: No submission/Non-compliance = <b>0 points</b></p> <p>1 : 0 to 1 similar project = <b>8 points</b></p> <p>2 similar projects = <b>16 points</b></p> <p>3 similar projects = <b>28 points</b></p> <p>4 similar projects = <b>34 points</b></p> <p>5 and more similar projects = <b>40 points</b></p>
<p>Experience of key personnel (based on CVs submitted)</p> <ul style="list-style-type: none"> <li>Track Inspector /Track Master</li> </ul> <p>(N.B. Provide copies of original qualifications and certificates of professional bodies. The copies must be certified by commissioner of oath. The date on the stamp shall be three months or less old, before the closing date of the tender. If the qualification has been awarded in other language either than English, please provide translation in English)</p> <p>Evaluation will be done on all 3 personnel and maximum points shall be obtained on all 3. N.B. Each must have a minimum of 3 years experience</p>	<b>30</b>	<p>Score will be allocated as follows:</p> <p>0: No submission/Non-compliance = <b>0 points</b></p> <p>1: Listed key staff members have minimum 1 but less than 2 years' related experience = <b>6 points</b></p> <p>2: Listed key staff members have 2 but less than 3 years' related experience = <b>15 points</b></p> <p>3: Listed key staff members have 3 but less than 4 years' related experience = <b>21 points</b></p> <p>4: Listed key staff members have 4 but less than 5 years' related experience = <b>25 points</b></p> <p>5: Listed key staff members have 5 years' related experience and above = <b>30 points</b></p>



**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**



**BID NUMBER: 27/11/2021/GAU-(PERWAY)**

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
<p>Project Program (Work plan)</p> <p><i>(N.B. Provide project schedule in MS projects that meets the client’s timeline requirements and the schedule to cover the following key Milestones:</i></p> <ul style="list-style-type: none"> <li>• Completion of safety file</li> <li>• Site Establishment</li> <li>• Actual construction activities.</li> <li>• Practical completion</li> <li>• Final works completion</li> <li>• Maximum project duration of Thirty-six (36) Months</li> </ul>	<b>10</b>	<p>Score will be allocated for MS Project Schedule provided</p> <p>0: No submission/Non-compliance = <b>0 points</b></p> <p>1: Inadequate/ unrelated project schedule provided = <b>2 points</b></p> <p>2: Project schedule provided but no detailed activities indicated = <b>4 points</b></p> <p>3: Project schedule provided with activities indicated on the program aligned with the preferred duration of the project; = <b>7 points</b></p> <p>4: Project schedule provided with activities indicated on the program aligned with preferred duration of the project, showing the sequence of activities (i.e., Baseline and critical path) = <b>8 points</b></p> <p>5: Project schedule provided with activities indicated on the program aligned with the preferred duration of the project, showing the sequence of activities (i.e., Baseline and critical path), clear understanding of the scope of work and site challenges addressed = <b>10 points</b></p>
<p><b>Health and Safety</b></p> <p><i>Identify the risks associated with the project activities and mitigation measures. Furthermore, clearly show risks and mitigation measures of working on the</i></p>	<b>20</b>	<p>The points for the project approach and methodology will be allocated as follows:</p> <p>0: No approach and methodology provided/Non-compliance = <b>0 points</b></p>

**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**



**BID NUMBER: 27/11/2021/GAU-(PERWAY)**

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
<i>railway environment)</i> <ul style="list-style-type: none"> <li>• <i>(Provision of the following key elements that meets the client's requirements)</i></li> <li>• <i>Competent safety officer with 3 or more years' experience</i></li> <li>• <i>Comprehensive baseline risk assessment aligned to scope</i></li> <li>• <i>Risk Mitigation plan to address identified Risks.</i></li> </ul> <i>Safety Plan based on PRASA's Health and Safety specification.</i>		<p>1: Methodology detailing less than 5 elements relating to the methodology = <b>4 points</b></p> <p>2: Methodology detailing 5-6 elements relating to the methodology = <b>8 points</b></p> <p>3: Methodology detailing 7-8 elements relating to the methodology = <b>14 points</b></p> <p>4: Methodology detailing 9-10 elements relating to the methodology = <b>17 points</b></p> <p>5: Methodology detailing more than 10 elements relating to the methodology = <b>20 points</b></p>
<p>Delivery lead- time</p> <p><i>(N.B. Bidders are required to commit to the delivery of the on-track machine.</i></p> <p><i>Lead- time to deliver tamping machine</i></p>	<b>10</b>	<p>Bidders will be evaluated of their capacity to shorten their delivery time. Points for delivery lead time will be allocated as follows:</p> <p>0: No information provided/no delivery period provided=0 POINTS</p> <p>1: Tamping machine delivery in 20 to 40 days = <b>2 points</b></p> <p>2: Tamping machine delivery in 15 to 19 days = <b>4 points</b></p> <p>3: Tamping machine delivery in 11 to 14 days = <b>7 points</b></p> <p>4: Tamping machine delivery in 6 to 10 days = <b>8 points</b></p> <p>5: Tamping machine delivery in 0 to 5 days = <b>10 points</b></p>
<b>Total</b>	<b>100</b>	

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

### **14.3 STAGE 3 - PRICING AND BBBEE**

#### **STAGE 3: PRICING AND B-BBEE**

The following formula, stipulated in the approved PRASA conditions of contract, shall be used by the Bid Evaluation Committee to allocate scores to the interested bidders on pricing:

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \text{ or } P_s = 90 \left[ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$$

Where:

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

$P_t$  = Rand value of the tender under consideration;

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

Tender will be evaluated on either the 80/20 or 90/10 preference point system. the lowest acceptable bid will be used to determine the preference point system to be used for the evaluation of tenders.

If the lowest acceptable tender is above R50 million, the 90/10 preference point system will be used where:

- The minimum qualifying criteria for pricing is 90 points as per the standard Evaluation Criteria presented in Table 5.2.
- The BBBEE component of the evaluation process is weighted at 10 points in Table 5.2 of the standard Evaluation Criteria outlined above. Bidders will be awarded points based on the level of their BBBEE status in their BBBEE Certificate issued by an approved agency certified by SANAS. Details of the allocation of points by the Evaluation Committee are presented in Table 5.8.

Where the lowest acceptable tender is below R50 million, the 80/20 preference point system will be used. Where:

- The minimum qualifying criteria for pricing is 80 points as per the standard Evaluation Criteria presented in Table 5.2.
- The BBBEE component of the evaluation process is weighted at 20 points in Table 5.2 of the standard Evaluation Criteria outlined above. Bidders will be awarded points based on the level of their BBBEE status in their BBBEE Certificate issued by an approved agency certified by SANAS. Details of the allocation of points by the Evaluation Committee are presented in Table 5.8.

Table 5.8: Preference point system (BBBEE Evaluation Criteria)

<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	<b>NUMBER OF POINTS (90/10 SYSTEM) ABOVE R 50 MILLION</b>	<b>Number of points (80/20 system) BELOW R 50 MILLION</b>
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-Compliant Contributor	0	0

## 6 PREFERENTIAL PROCUREMENT REGULATIONS

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

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

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

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

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

## **7 VALIDITY PERIOD**

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

## **8 B-BBEE REQUIREMENTS**

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

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

### **9.1 LOCAL CONTENT**

- Bids will be subject to local content requirements in terms of Regulation 8(1) of the Preferential Procurement Regulations, 2017.
- Only locally produced or manufactured goods with a stipulated minimum threshold as stated in the table below for local production and content will be considered. Bidders who do not meet the stipulated minimum threshold will be automatically disqualified and not be considered further for evaluation.
- Bidders may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- The exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB on the date of the advertisement of the tender.
- The Declaration Certificate for Local Content (SBD 6.2) must be completed and duly signed. **Bidders who do not complete this form will be automatically disqualified.**
- For further guidance with the above requirements, bidders may refer to DTI website, [www.theDTI.gov.za](http://www.theDTI.gov.za) and National Treasury Designated Sectors for the following Instruction Notes:

- National Treasury designated sector Instruction/circular number 2 of 2016/2017: Local Production and Content for Rail Permanent Way.

## 9.2 EXEMPTION REQUESTS

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

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

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

## 9.3 THE PROCESS TO BE FOLLOWED IN REQUESTING EXEMPTIONS

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

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

- h) Supporting letters from local bidders' suppliers and manufacturers.

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

## **10 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

### **10.1**

National Industrial Participation Programme (NIPP) requirements:

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

Bidders are therefore required to complete SBD 5 to give effect to the above. **Bidders who do not complete this form will be automatically disqualified.**

## **11 POST TENDER NEGOTIATION (IF APPLICABLE)**

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

## **12 BEST AND FINAL OFFER**

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

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

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



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### **13 FINAL CONTRACT AWARD**

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

### **14 FAIRNESS AND TRANSPARENCY**

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

## **SECTION 3**

### **PRICING AND DELIVERY SCHEDULE**

Respondents are required to complete the Pricing Schedule/ BOQ on the next page (to be Included on Volume 2 /Envelop 2)

#### **1 PRICING**

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

#### **PRICING SCHEDULE/ BOQ**

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

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**SCHEDULE OF QUANTITIES AND RATES/PRICES**

ITEM	DESCRIPTION	UNIT	RATE	TOTAL
1.	<b>Establishment</b>	Sum		
2.	<b>Execution of work</b>			
2.1.1	Machine: First To-days per Month.	days		
2.1.2	Wagon: First To-days per Month.	days		
3.	<b>Working hours</b>			
3.1	Machine $T_{w(tamp)}$	Per sleeper		
3.2	Machine loco $T_{w(loco)}$	Hour		
3.3	Wagon $T_{w(wagon)}$	hour		
4.	<b>Overtime</b>			
4.1	Overtime hours outside $T_{om}$ of 8 hours per day	hour		
4.2	Overtime payment for Saturdays when in excess of 5 out of 7 or 10 out of 14 days are worked consecutively	hour		
4.3	Overtime payment for Sundays & PPH when in excess of 5 out of 7 or 10 out of 14 days are worked consecutively.	hour		
5.	<b>Shift allowance</b>			
5.1	Shift payment for Saturdays when working 10 out of 14 days	Hour		
5.2	Shift payment for Sundays & PPH when working 10/14 shifts.	Hour		
5.3	Night shift payment for night shifts between 18h00 and 6h00. (This shift payment is in addition to shift payments in items 5.1 and 5.2 and 4.1 – 4.3)	Hour		
6.	<b>Daily rates</b>			
6.1	<i>Labour normal hours</i>			
6.2	(i) Artisan	hour		
6.3	(ii) Skilled labour	hour		
6.4	(iii) Unskilled labour	hour		
6.5	<b>Enhancement for overtime</b>			
6.6	(i) Weekdays, including Saturdays	%		
6.7	(ii) Sunday and Public Holidays	%		
7.	<b>Standby</b>			
7.1	Operator on standby	days		
7.2	Team on standby	days		
7.3	Call-out	Hour		
8.	<b>Cell Phone</b>			
8.1	One cell phone with unlimited minutes	Monthly		

## 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](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 01 of 2015/2016.

### **3 PERFORMANCE AND BID BONDS (WHERE APPLICABLE)**

3.1. The preferred Bidder shall where applicable provide PRASA with a performance bond which shall be 10% of the value of the entire Project price offered and it shall be issued with 30 days of receipt of notice of appointment. The Performance Bond shall be valid for the Contract period. The format of the Performance Bond is attached as **Annexure 4**

### **4 OWNERSHIP OF DESIGN**

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

### **5 SERVICE LEVELS**

- 5.1. An experienced national account representative(s) is required to work with PRASA's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 5.2. PRASA will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 5.3. PRASA reserves the right to request that any member of the Service provider's team involved on the PRASA account be replaced if deemed not to be adding value for PRASA.
- 5.4. The Service provider guarantees that it will achieve a 100% [hundred per cent] service level on the following measures:
- a) Random checks on compliance with quality/quantity/specifications
  - b) On time delivery.
- 5.5. The Service provider must provide a telephone number for customer service calls.
- 5.6. Failure of the Service provider to comply with stated service level requirements will give PRASA the right to cancel the contract in whole, without penalty to PRASA, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

#### **Acceptance of Service Levels:**

YES	
-----	--

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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.

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## **7 FINANCIAL STABILITY**

Respondents are required to submit their latest financial statements prepared and signed off by a professional accountant for the past 3 years with their Proposal in order to enable PRASA to establish financial stability.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

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## **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: \_\_\_\_\_



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

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

1. PRASA's General Bid Conditions\*

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

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

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

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

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**



**BID NUMBER: 27/11/2021/GAU-(PERWAY)**

NAME \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

## **10 GENERAL CONDITIONS**

### **10.1 ALTERNATIVE BIDS**

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

### **10.2 PRASA'S TENDER FORMS**

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

### **10.3 PRECEDENT**

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

### **10.4 RESPONSE TO RFP-CONFIDENTIALITY**

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

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

- PRASA shall confirm with the Bidder whether the raising of confidentiality applies to the entire response to the RFP or only specific elements or sections of the response;
- Where confidentiality is maintained by the Bidder and PRASA is of the opinion that the information or response to RFP if made publicly available would affect the commercial interests of the Bidder or is commercially sensitive information, PRASA shall not release such information to other

Bidders if providing such information or response to the RFP would prejudice the competitiveness and transparency of the RFP Process;

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

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

#### **10.5 RESPONSE TO THE RFP – RFP DISQUALIFICATION**

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

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

#### **10.6 CORRUPTION, GIFTS AND PAYMENTS**

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

In the event that any of the prohibited practices contemplated under the above paragraph is committed, PRASA shall be entitled to terminate any Response to RFP's status and to prohibit such Response to

RFP, its equity members, its SPV members, its Sub Contractors and their agents, lenders and advisors from participating in any further part of the procurement of the Project.

#### **10.7 INSURANCE**

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

#### **10.8 NO CONTACT POLICY**

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

#### **10.9 CONFLICT OF INTEREST**

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

#### **10.10 COLLUSION AND CORRUPTION**

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

- communicates to a person other than persons nominated by PRASA a material part of its response to RFP; or
- Enters into any Contract or arrangement with any other person or entity that it shall refrain from submitting a response to RFP to this RFP or as to any material part of its Response to RFP to

this RFP (refer the prohibition contained in Section 4(1)(b)(iii) of the Competition Act 89 of 1998).

. The Bidders represents that the Bidder has not, directly or indirectly, entered into any agreement, arrangement or understanding or any such like for the purpose of, with the intention to, enter into collusive Bidding or with reasonable appreciation that, collusive any agreement, arrangement or understanding or any such like may result in or have the effect of collusive Bidding. The Bidder undertakes that in the process of the Bid but prior to PRASA awarding the Bid to a preferred bidder become involved in or be aware of or do or caused to be done any agreement, arrangement or understanding or any such like for the purpose of or which may result in or have the effect of a collusive Bid, the Bidder will notify PRASA of such any agreement, arrangement or understanding or any such like.; or

- offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing, or having caused to be done any act or omission in relation to the RFP Process or any proposed response to RFP (provided nothing contained in this paragraph shall prevent a response to RFP from paying any market-related commission or bonus to its employees or contractors within the agreed terms of their employment or contract).

#### **10.11 CONSORTIUM CHANGES**

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

- The Response to RFP must notify PRASA in writing of the proposed changes supported by complete details of the material reasons for the changes, the parties impacted by the changes and the impact on the response to RFP.
- PRASA shall evaluate the reasons advanced by the Bidder for the requested changes to the Bidder structure and where PRASA is not satisfied that the reasons advanced are reasonable or material, refuse to accept the change and disqualify the response to RFP, or notify the Bidder in writing of its non-acceptance of the changes and require the Bidder to propose a suitable alternative to PRASA within 10 (TEN) days of its receipt of the decision of PRASA, upon receipt of which PRASA shall -
  - i. Evaluate the alternative proposed for suitability to PRASA, and where the alternative is accepted by PRASA, inform the Bidder in writing of such acceptance and PRASA shall reassess the response to RFP against the RFP requirements and criteria; or

- ii. Where the alternative is not accepted by PRASA, inform the Bidder in writing of such non-acceptance as well as its disqualification from the RFP Process.
- iii. Where PRASA is satisfied that the changes requested under (i) above are reasonable and material, the response to RFP, shall be allowed to effect the required changes and PRASA shall reassess the response to RFP against the RFP requirements and criteria.

#### **10.12 COSTS OF RESPONSE TO THE RFP SUBMISSION**

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

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

#### **10.13 RESPONSE TO THE RFP WARRANTY**

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



## **11 CONDITIONS OF TENDER**

### **General**

- |  |   |  |
|--|---|--|
| <b>Actions</b>                                       | 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.  |
| <b>Interpretation</b>                                | 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.  |
| <b>Communication</b>                                 | 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> .   |
| <b>PRASA's rights to accept or reject any tender</b> | 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.  |

**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**



**BID NUMBER: 27/11/2021/GAU-(PERWAY)**

## Tenderer's obligations

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

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

**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**



**BID NUMBER: 27/11/2021/GAU-(PERWAY)**

- |                                 |    |   |
|---------------------------------|----|---|
| <b>Insurance</b>                | 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.  |
| <b>Pricing the tender</b>       | 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.   |
| <b>Alterations to documents</b> | 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. |
| <b>Alternative tenders</b>      | 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.  |
| <b>Submitting a tender</b>      | 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.  |

**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**



**BID NUMBER: 27/11/2021/GAU-(PERWAY)**

**NOTE:**

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

**Note:**

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

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

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

**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**



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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.

- |   |   |
|---|---|
| <b>Closing time</b>                             | <p>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.</p> <p>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.</p>   |
| <b>Tender validity</b>                          | <p>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>.</p> <p>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.</p>   |
| <b>Clarification of tender after submission</b> | <p>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></p> |
| <b>Submit bonds, policies etc.</b>              | <p>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>.</p> <p>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.</p>   |

- 32 Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent must be submitted with the tender.

**Fulfil BEE requirements**

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

## **PRASA'S UNDERTAKINGS**

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

- |                                 |   |  |
|---------------------------------|---|--|
| <b>Respond to clarification</b> | 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> .   |
| <b>Issue Addenda</b>            | 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> . |
| <b>Return late tenders</b>      | 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.  |
| <b>Non-disclosure</b>           | 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.  |
| <b>Grounds for rejection</b>    | 5 | Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award.  |
| <b>Disqualification</b>         | 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.   |
| <b>Test for responsiveness</b>  | 7 | Determine before detailed evaluation, whether each tender properly received  |

- meets the requirements of these Conditions of Tender,
  - has been properly signed, and
  - is responsive to the requirements of the *tender documents*.
- 8 Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the *tender documents* 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 *tenderer's* risks and responsibilities under the contract, or
  - affect the competitive position of other *tenderers* presenting responsive tenders, if it were to be rectified.
- Non-responsive tenders** 10 Reject a non-responsive tender, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
- Arithmetical errors** 11 Check responsive tenders for arithmetical errors, correcting them as follows:
- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
  - If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected.
  - Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the *tenderer's* addition of prices, the total of the Prices, if any, will be corrected.
- 12 Reject a tender if the *tenderer* 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 *tenderers* or any other person.



**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**



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Clarification of a tender	14	Obtain from a <i>tenderer</i> clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.
Acceptance of tender	15	Notify PRASA's acceptance to the successful <i>tenderer</i> before the expiry of the <i>validity period</i> , or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between PRASA and the successful <i>tenderer</i> .
Notice to unsuccessful tenderers	16	After the successful <i>tenderer</i> has acknowledged PRASA's notice of acceptance, notify other <i>tenderers</i> that their tenders have not been accepted, following PRASA's current procedures.
Prepare contract documents	17	Revise the contract documents issued by PRASA as part of the <i>tender documents</i> to take account of <ul style="list-style-type: none"> <li>• Addenda issued during the tender period,</li> <li>• inclusion of some of the <i>tender returnables</i>, and</li> <li>• other revisions agreed between PRASA and the successful <i>tenderer</i>, before the issue of PRASA's notice of acceptance (of the tender).</li> </ul>
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	<b>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.</b>
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.

**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**



**BID NUMBER: 27/11/2021/GAU-(PERWAY)**

**FORM: A**

## INVITATION TO BID

### 1. PART A

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

BID NUMBER:	27/11/2021/GAU-(PERWAY)	CLOSING DATE:	07 February 2022	CLOSING TIME:	12h00
DESCRIPTION	Maintenance of railway track with an on-track maintenance machine for Gauteng Region on an “as and when” required basis for a period of 36 months				

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

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

#### SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
		TCS PIN:	OR CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?			
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)	
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	<input type="checkbox"/>	A REGISTERED AUDITOR	
		NAME:	

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**



**BID NUMBER: 27/11/2021/GAU-(PERWAY)**

<p>➤ ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>➤ ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>[IF YES ANSWER PART B:3 BELOW]</p>
<p>➤ SIGNATURE OF BIDDER</p>	<p>.....</p>	<p>➤ DATE</p>	
<p>➤ CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)</p>			

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

1. A compulsory tender briefing meeting with representatives of the Employer will take on face to face platform at (address): Passenger Rail Agency of South Africa; Shosholoza Junction, 6<sup>TH</sup> Floor Boardroom; CNR Leyds and Simmonds; Braamfontein; Johannesburg on the 12 January 2021, at 13H00 **PM**.
2. Arrangements can be made to make bids available before closing date provided that the prospective bidder has attended the compulsory briefing meeting.
  - Bidders must arrange own transport and parking.
  - Bidders failing to attend the compulsory tender briefing session will be disqualified.
  - PRASA reserves the right to only allow Bidders in possession of a valid tender document at the briefing.
  - A maximum of two representatives per company will be allowed to attend the briefing.
  - Bidders are required to bring their own PPE for the site walkabout.

Tender No: 27/11/2021/GAU-(PERWAY)

**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**



**BID NUMBER: 27/11/2021/GAU-(PERWAY)**

Description: Maintenance of railway track with an on-track maintenance machine for Gauteng Region on an “as and when” required basis for a period of 36 months

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

**Signed at \_\_\_\_\_ on this \_\_\_\_\_ (day) of \_\_\_\_\_ (month) 20\_\_.**  
**BIDDER : \_\_\_\_\_ Signature \_\_\_\_\_**

**FORM B:**

➤ **TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO

**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**



**BID NUMBER: 27/11/2021/GAU-(PERWAY)**

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

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

**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**

**BID NUMBER: 27/11/2021/GAU-(PERWAY)**



**FORM-C**

**FORM C: TENDER FORM**

**CURRENT TENDER DETAILS**

Request number:	27/11/2021/GAU-(PERWAY)
Request for Tender:	Maintenance of railway track with an on-track maintenance machine for Gauteng Region on an “as and when” required basis for a period of 36 months

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

of \_\_\_\_\_

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

Represented by: \_\_\_\_\_

in my capacity as: \_\_\_\_\_

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

\_\_\_\_\_ (amount in words),

(All applicable taxes included)

- N.B.** (i) In the event of any discrepancy, the amount in words will take precedence over the amount in figures.
- (ii) Where items in the priced bills of quantities submitted with the tender for the WORKS other than architectural building work are incorrectly extended arithmetically, the unit rate will be treated as decisive.

**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**



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- (iii) In tenders for architectural building work the total amount will be treated as decisive. If amounts for individual items cannot be reconciled with the total amount, the amounts for individual items shall be adjusted to the satisfaction of the PRASA to conform to the total amount.

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

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

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

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

I / We undertake to produce acceptable documentary proof of the necessary coverage for Workmen's Compensation, Securities and Insurance within **30 (thirty)** working days of notification of awarding of the contract, and to sign a formal contract if called upon by the PRASA to do so within **7 (seven)** working days of notification by the PRASA that the contract documents are ready for signature.

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

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



**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**

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I / We declare that this tender holds good until \_\_\_\_\_ **(a minimum period of 90 days from closing date is required).**

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

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

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

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

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

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

DULY AUTHORISED SIGNATORY(IES) WITNESSES

1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**

**BID NUMBER: 27/11/2021/GAU-(PERWAY)**



## FORM D

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

Request number:	27/11/2021/GAU-(PERWAY)
Request for Proposal:	Maintenance of railway track with an on-track maintenance machine for Gauteng Region on an “as and when” required basis for a period of 36 months

#### Attendance

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

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

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

\_\_\_\_\_ Designation

#### Acknowledgement

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

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

DULY AUTHORISED SIGNATORY(IES)    WITNESSES

- |          |          |
|----------|----------|
| 1. _____ | 1. _____ |
| 2. _____ | 2. _____ |
| 3. _____ | 3. _____ |

**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**

**BID NUMBER: 27/11/2021/GAU-(PERWAY)**



**FORM E**

➤ **STATEMENT OF WORKS SUCCESSFULLY CARRIED OUT BY BIDDER**

**CURRENT TENDER DETAILS**

Request number:	27/11/2021/GAU-(PERWAY)
Request for:	Maintenance of railway track with an on-track maintenance machine for Gauteng Region on an “as and when” required basis for a period of 36 months

**Bidders must state particulars of the works successfully carried out**

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

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

**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**

**BID NUMBER: 27/11/2021/GAU-(PERWAY)**



## FORM F

### ➤ SECURITY SCREENING FORM

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

### SECTION 1

\*to be completed by the Bidder (Compulsory)

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

### SECTION 2

#### Directors'/Trustees'/Partners' or Principals' Details

Name & Surname	Identity Number	Date of Appointment	Shares
1.			
2.			
3.			
4.			

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

**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**

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### SECTION 3 Only applicable for the Security Providers

Name of Company/Trust/Partnership	PSIRA Registration Number

Please attach a letter of GOOD STANDING from PSIRA

### SECTION 4

#### Declaration of all Judgments (Directors & Company) and Outstanding Debt

Director / Company	Reason for Judgment	Date of Judgment	Nature of Debt	Amount
1.				
2.				
3.				

**\*If more than five incidents are listed, attach a list as annexure “C”**

### SECTION 5

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

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

### SECTION 6

#### DECLARATION AND ACKNOWLEDGEMENT OF CONSENT

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

Contact Person:.....

Tel no. ....

\_\_\_\_\_  
BIDDER'S DULY AUTHORISED SIGNATORY

\_\_\_\_\_  
Date

**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**

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➤ **FORM- G: ACKNOWLEDGMENT**

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

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

DULY AUTHORISED SIGNATORY(IES)

WITNESSES

- |          |          |
|----------|----------|
| 1. _____ | 1. _____ |
| 2. _____ | 2. _____ |
| 3. _____ | 3. _____ |

**SBD 4**

➤ : **DECLARATION OF INTEREST**

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

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

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

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

.....

- 2.2 Identity Number:

.....

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

.....

- 2.4 Company Registration Number:

.....

- 2.5 Tax Reference Number:

.....

- 2.6 VAT Registration Number:

.....

\* “State” means –

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



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2.7 Are you or any person connected with the bidder presently employed by the state?

**YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member: .....

Name of state institution to which the person is connected:

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

## **DECLARATION**

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

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

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

.....  
SIGNATURE

.....  
DATE

.....  
POSITION NAME OF BIDDER

**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**

**BID NUMBER: 27/11/2021/GAU-(PERWAY)**



**SBD 5**

## **THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME**

**This document must be signed and submitted together with your bid**

### **INTRODUCTION**

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

### **1 PILLARS OF THE PROGRAMME**

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

- (a) Any single contract with imported content exceeding US\$10 million.  
or
- (b) Multiple contracts for the same goods, works or services each with imported content exceeding US\$3 million awarded to one seller over a 2 year period which in total exceeds US\$10 million.  
or
- (c) A contract with a renewable option clause, where should the option be exercised the total value of the imported content will exceed US\$10 million.  
or
- (d) Multiple suppliers of the same goods, works or services under the same contract, where the value of the imported content of each allocation is equal to or exceeds US\$ 3 million worth of goods, works or services to the same government institution, which in total over a two (2) year period exceeds US\$10 million.

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

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

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

## **2 REQUIREMENTS OF THE DEPARTMENT OF TRADE AND INDUSTRY**

- 2.1 In order to ensure effective implementation of the programme, successful bidders (contractors) are required to, immediately after the award of a contract that is in excess of **R10 million** (ten million Rands), submit details of such a contract to the DTI for reporting purposes.
- 2.2 The purpose for reporting details of contracts in excess of the amount of R10 million (ten million Rands) is to cater for multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as provided for in paragraphs 1.1.(b) to 1.1. (d) above.

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

- 3.1 Bidders are required to sign and submit this Standard Bidding Document (SBD 5) together with the bid on the closing date and time.
- 3.2 In order to accommodate multiple contracts for the same goods, works or services; renewable contracts and multiple suppliers for the same goods, works or services under the same contract as indicated in sub-paragraphs 1.1 (b) to 1.1 (d) above and to enable the DTI in determining the NIP obligation, successful bidders (contractors) are required, immediately after being officially notified about any successful bid with a value in excess of R10 million (ten million Rands), to contact and furnish the DTI with the following information:
- Bid / contract number.
  - Description of the goods, works or services.
  - Date on which the contract was accepted.
  - Name, address and contact details of the government institution.
  - Value of the contract.
  - Imported content of the contract, if possible.
- 3.3 The information required in paragraph 3.2 above must be sent to the Department of Trade and Industry, Private Bag X 84, Pretoria, 0001 for the attention of Mr Elias Malapane within five (5) working days after award of the contract. Mr Elias Malapane may be contacted on telephone (012) 394 1401, facsimile (012) 394 2401 or e-mail at [Elias@thedti.gov.za](mailto:Elias@thedti.gov.za) for further details about the programme.

## **4 PROCESS TO SATISFY THE NIP OBLIGATION**

- 4.1 Once the successful bidder (contractor) has made contact with and furnished the DTI with the information required, the following steps will be followed:
- a. the contractor and the DTI will determine the NIP obligation;
  - b. the contractor and the DTI will sign the NIP obligation agreement;
  - c. the contractor will submit a performance guarantee to the DTI;
  - d. the contractor will submit a business concept for consideration and approval by the DTI;
  - e. upon approval of the business concept by the DTI, the contractor will submit detailed business plans outlining the business concepts;

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- f. the contractor will implement the business plans; and
- g. the contractor will submit bi-annual progress reports on approved plans to the DTI.

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

Bid number ..... Closing date:.....

Name of bidder.....

Postal address .....

.....

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

Date.....

**Appointment of a contractor for the maintenance of railway track with an on-track tamping machine for Gauteng region on an “as and when” required basis for a period of 36 months.**

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## **SBD 6.1**

### **PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

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

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

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

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

1.2

- a) Either 80/20 or 90/10 preference point system will be applicable to this tender

1.3 Points for this bid shall be awarded for:

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

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

	<b>90/10 POINTS</b>	<b>80/20 POINTS</b>
PRICE	90	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>	<b>100</b>

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

## 2. DEFINITIONS

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

## 3. POINTS AWARDED FOR PRICE

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

A maximum of 90 points is allocated for price on the following basis: 90/10

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left[ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$$

Where:

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

Pt. = Rand value of the tender under consideration;

Pin = Rand value of the lowest acceptable tender.

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

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

<b>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system) Above R 50 Million</b>	<b>Number of points (80/20 system) Below R 50 Million</b>
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

#### **5. BID DECLARATION**

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

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

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

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

#### **7. SUB-CONTRACTING**

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



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

7.1.1 If yes, indicate:

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

**(Tick applicable box)**

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

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

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

## 8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Company Name: .....

8.2 VAT registration number: .....

8.3 Registration number: .....

### 8.4 TYPE OF COMPANY/ FIRM

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

### 8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

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.....  
.....  
.....

## 8.6 COMPANY CLASSIFICATION

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

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

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(e) forward the matter for criminal prosecution.

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

WITNESSES
1.
2.

## **SBD 6.2**

### **DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

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

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

#### **1. General Conditions**

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

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

Where

x is the imported content in Rand

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

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

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**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

1.6 A bid may be disqualified if –

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

## **2. Definitions**

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

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

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

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

No	Rail Permanent Way Sector System/Subsystem and Components	
	Material Description	% local content
1	Railway maintenance of way plant & Equipment	70%

- For further guidance with the above requirements, bidders may refer to DTI website, [www.theDTI.gov.za](http://www.theDTI.gov.za) and National Treasury Designated Sectors for the following Instruction notes:

➤ National Treasury designated sector Instruction/circular number 2 of 2016/2017: Local Production and Content for Rail Permanent Way.

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

(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

(Tick applicable box)

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

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5.1. If yes, provide the following particulars:

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

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

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

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

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

**IN RESPECT OF BID NO. ....**

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

.....  
NB

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

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

3

4 **paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names),  
do hereby declare, in my capacity as .....



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of .....(name of bidder entity), the following:

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

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

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

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

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

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**SBD 8**

## **DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

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

## CERTIFICATION

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

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### **COMMISSIONER OF OATHS**

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

\_\_\_\_\_ (Sign – SERVICE PROVIDER)

\_\_\_\_\_ (Name – SERVICE PROVIDER)

#### COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON

STAMP :

NAME & SURNAME:

DESIGNATION/RANK :

PERSAL/EMPLOYEE NO:

PLACE/DATE:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. I declare that I have not, directly or indirectly, entered into any agreement, arrangement or understanding or any such like for the purpose of, with the intention to, enter into collusive tendering or with reasonable appreciation that the agreement, arrangement or understanding or any such like may be construed as or result in or have the effect of collusive tendering. Should I in the process of the tender but prior to PRASA awarding the tender to a preferred bidder become involved in or be aware of or do or caused to be done any agreement, arrangement or understanding or any such like for the purpose of or which may result in or have the effect of a collusive tender, I will notify PRASA of such any agreement, arrangement or understanding or any such like.

6. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.

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7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder