



REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: 10340790

REQUEST FOR QUOTATION (RFQ) FOR AS AND WHEN HIRING OF EARTHMOVING PLANT AND EQUIPMENT.

SECTION 1

SBD1

PART A INVITATION TO BID

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

BID NUMBER:	10340790	CLOSING DATE:	06 November 2023	CLOSING TIME:	12:00
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DESCRIPTION	
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BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):
1 ADDERLEY STREET
METRORAIL SUPPLY CHAIN MANAGEMENT
6TH FLOOR, ROOM 622
PROPNET BUILDING
CAPE TOWN

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	L. Tshuku
TELEPHONE NUMBER	021 449 3087
E-MAIL ADDRESS	lindeka.tshuku@prasa.com

SUPPLIER INFORMATION

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

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
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DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO

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

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

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

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

NB:

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

SECTION 2**NOTICE TO BIDDERS****1. RESPONSES TO RFQ**

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

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

2 COMMUNICATION

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

3 BIDDERS COMPLAINTS PROCESS

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

- 3.1.1 Bid/Tender Description
- 3.1.2 Bid/Tender Reference Number
- 3.1.3 Closing date of Bid/Tender
- 3.1.4 Supplier Name;
- 3.1.5 Supplier Contact details
- 3.1.6 The detailed compliant

4 LEGAL COMPLIANCE

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

5 CHANGES TO QUOTATIONS

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

6 PRICING

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

7 BINDING OFFER

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

8 DISCLAIMERS

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

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

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

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

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

9 LEGAL REVIEW

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

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. PRASA is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no

local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

11 PROTECTION OF PERSONAL DATA

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

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

12 EVALUATION METHODOLOGY

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

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

13 ADMINISTRATIVE RESPONSIVENESS

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

14 VALIDITY PERIOD

14.1 PRASA requires a validity period of**60**.....**Working Days** from the closing date.

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

validity of the successful respondent(s)' bid will be deemed to remain valid until finalization of the of award.),

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

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

16 RETURNABLE DOCUMENTS

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

15.1. Mandatory Returnable Documents

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

SECTION 3

1 EVALUATION CRITERIA:

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

Stage 1A – Mandatory Requirements

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

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

No.	Description of requirement	
a)	Completion of ALL RFP documentation (includes ALL declarations)	X
b)	Briefing Session Form D. Bidders must also reflect on the Compulsory Briefing Session Attendance Register Date 27 October 2023 at 10:00. Room 161, Off Malta Road, Salt River, Cape Town	X
c)	Joint Venture , Consortium Agreement or Partnering Agreement signed by all parties. The agreement should indicate the leading bidder where applicable.	X
d)	Proof of CIDB grading or higher (Delete if not applicable) –	N/A

Stage 1B –Other Mandatory Requirements

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

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

No.	Description of requirement	
a)	Letter of Good Standing: COID. (Delete if not applicable)	X
b)	Supply of valid SARS Pin	X
e)	CSD supplier registration number	X

2.1 Stage 2

Technical / Functionality Requirements

Scoring of Functionality:

The minimum threshold for the Technical/functionality criteria is **(70%)** and bidders who score below this minimum will not be considered for further evaluation in terms of price and Specific Goals.

ID	FUNCTIONALITY QUALITY CRITERIA	SUB-CRITERIA SCORING		POINTS
1	<p><u>Capacity – Plant</u></p> <p>Provide proof of ownership or letter from the bank certifying intent of ownership standing with regard to payment or proof of lease agreement with an owner of a machine of the following critical plant:</p> <ul style="list-style-type: none"> ➤ Wheel Front End Loader Cat 950 or similar with bucket size of 1.5 m³ heaped capacity ➤ Bulldozer CAT D7 or similar fitted with universal blade ➤ Backhoe Loader/TLB Cat 428 or similar with bucket size of 1.7 m³ ➤ Excavator Cat 330 or similar ➤ Tipper Truck min 10m³ 	Excellent	5	60
	Very good	4		
	Good	3		
	Average	2		
	Poor	1		
	Non-responsive	0		
2.	<p><u>Organizational Experience and reference letters:</u></p> <p>Supply a list of previous projects that require similar works that were successfully completed in the past 10 years with reference letters. (Supply at least 5 or more contactable reference letters.) Attached is a reference letter template that can be used. The reference letter must be sent to the company/business for whom the services were previously rendered, to be completed with signature and official organization stamp. Should the bidder be in possession of an existing letter the letter shall cover all aspects listed below.</p> <p>A. <u>Previous client and completed works/services information.</u></p> <ul style="list-style-type: none"> i. Name of organisation ii. Description of works/services that were provided. iii. Year iv. Value of works/services <p>B. <u>Evaluation of services providers performance</u></p> <ul style="list-style-type: none"> i. Were works/services completed in stipulated timeframes ii. Quality of work that was done 	Excellent	5	40
	Very good	4		
	Good	3		
	Average	2		
	Poor	1		
	Non-responsive	0		
TOTAL				100

ID	QUALITY CRITERIA	INDICATORS					
		0	1	2	3	4	5
1	<p>Capacity – Plant</p> <ul style="list-style-type: none"> ➤ Provide proof of ownership or letter from the bank certifying intent of ownership standing with regard to payment or proof of lease agreement with an owner of a machine of the following critical plant: ➤ Wheel Front End Loader Cat 950 or similar with bucket size of 1.5 m³ heaped capacity ➤ Bulldozer CAT D7 or similar fitted with universal blade ➤ Backhoe Loader/TLB Cat 428 or similar with bucket size of 1.7 m³ ➤ Excavator Cat 330 or similar ➤ Tipper Truck min 8m³ 	No proof of ownership / letter from bank or lease agreement for any plant/machine	Proof of ownership / letter from bank or lease agreement provided of 1 plant/machine provided <i>The Tenderer owns / leases insufficient relevant machines</i>	Proof of ownership / letter from bank or lease agreement provided of 2 plant/machine provided <i>The Tenderer owns / leases insufficient relevant machines</i>	Proof of ownership / letter from bank or lease agreement provided of 3 plant/machine provided <i>The Tenderer owns / leases sufficient relevant machines</i>	Proof of ownership / letter from bank or lease agreement provided of 4 plant/machine provided <i>The Tenderer owns / leases sufficient relevant machines</i>	Proof of ownership / letter from bank or lease agreement provided of all plant/machines provided <i>The Tenderer owns / leases all relevant machines</i>

ID	QUALITY CRITERIA	INDICATORS					
		0	1	2	3	4	5
2	<p><u>Organizational Experience and reference letters:</u></p> <p>Supply a list of previous projects that require similar works that were successfully completed in the past 10 years with reference letters. (Supply at least 5 or more contactable reference letters.)</p> <p>Attached is a reference letter template that can be used. The reference letter must be sent to the company/business for whom the services were previously rendered, to be completed with signature and official organization stamp. Should the bidder be in possession of an existing letter the letter shall cover all aspects listed below.</p> <p>A. <u>Previous client and completed works/services information.</u></p> <ol style="list-style-type: none"> Name of organisation Description of works/services that were provided. Year Value of works/services <p>B. <u>Evaluation of services providers performance</u></p> <ol style="list-style-type: none"> Were works/services completed in stipulated timeframes. Quality of work that was done 	<p>No reference letters submitted. The Organisation will score 0.</p>	<p>1 project successfully completed with 1 relevant reference letter.</p> <p>Note: The reference letter must comply with the two listed criteria's If the reference letter does not feature all the criteria, then that letter will be given the lowest score.</p>	<p>2 projects successfully completed with 2 relevant reference letters.</p> <p>Note: The reference letter must comply with the two listed criteria's If the reference letter does not feature all the criteria, then that letter will be given a lower score.</p>	<p>3 projects successfully completed 3 relevant reference letters.</p> <p>Note: The reference letter must comply with the two listed criteria's If the reference letter does not feature all the criteria, then that letter will be given a lower score.</p>	<p>4 projects successfully completed with 4 relevant reference letters.</p> <p>Note: The reference letter must comply with the two listed criteria's If the reference letter does not feature all the criteria, then that letter will be given a lower score.</p>	<p>5 or more projects successfully completed with 5 or more relevant reference letters.</p> <p>Note: The reference letter must comply with the two listed criteria's If the reference letter does not feature all the criteria, then that letter will be given a lower score.</p>

METRO RAIL- WESTERN CAPE

CONTACTABLE REFERENCE FOR TENDERER

TENDER/PROJECT: AS AND WHEN HIRING OF EARTHMOVING PLANT AND EQUIPMENT

Name of the tenderer:

To: PRASA – Metrorail – Western Cape

I, the undersigned duly authorized representative, hereby furnish this reference on behalf of the organisation named herein:

A. Previous client and completed works/services information

I. Name of the organisation : _____

II. Description of works/goods/services that were provided : _____

III. Year : _____

IV. Duration : _____

V. Value of works/services/goods : _____

B. Evaluation of service provider's performance

1. Were the works/service/ product completed/delivered within stipulated timeframes Yes No
If no kindly comment _____

2. Were the works/services/product meet the expected and specified quality Yes No
If no kindly comment _____

Signature: _____

Telephone: _____

Date: _____

Business stamp with
date

2.2 Stage 3- Price and Specific Goals

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

The maximum points for this tender are allocated as follows:

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Level 1/Level 2	4	
Black youth owned	4	
51% Black Owned	4	
Black women owned	4	
EME or QSE 51% black owned	4	

Acceptable Evidence

Note Specific Goals mentioned in the above table 1 must adhere to the acceptance evidence in the column in table 1.1

SPECIFIC GOALS	ACCEPTABLE EVIDENCE
B-BBEE Level 1 / Level 2	BEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be accept)
Black Youth owned	Certified copy of ID Documents of the Owners
51 % Black Owned	CIPC Documents / B-BBEE Certificate/Affidavit
Black women owned	Certified copy of ID Documents of the Owners
EME or QSE 51 % Black Owned	Audited Annual Financial / B-BBEE Certificate / Affidavit

Table 1.1

SECTION 4

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule on **page 60-61**

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

I / We _____ (Insert Name
of _____ Bidding _____ Entity) _____ of

_____ code

(Full address) _____ conducting business under the style or title of:
_____ represented by:
_____ in my capacity as:
_____ being duly
authorised, hereby offer to undertake and complete the above-mentioned work/services at the prices
quoted in the bills of quantities / schedule of quantities or, where these do not form part of the
contract, at a lumpsum, of _____ R
_____ (amount in
numbers);

_ (amount in words) Incl. VAT.

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

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

SECTION 5

PRASA GENERAL CONDITIONS OF PURCHASE

General

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

Conditions

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

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

Price and payment

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

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

Delivery and documents

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

Where items are to be delivered the Supplier:

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

Containers / packing material

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

Title and risk

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

Rejection

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

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

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

Warranty

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

Indemnity

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

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

Assignment and sub-contracting

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

Governing law

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

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

2.3.1 If so, furnish particulars:

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

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature	Date
.....
Position	Name of bidder

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.2. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.3.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Level 1/Level 2	4	
Black youth owned	4	
51% Black Owned	4	
Black women owned	4	
EME or QSE 51% black owned	4	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and

directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution, if deemed necessary.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING

Request number:	10340790
Request for Proposal:	As and When Hiring Of Earthmoving Plant and Equipment

Attendance

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

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

for / on behalf of PRASA

Designation

Acknowledgement

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

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

DULY AUTHORISED SIGNATORY(IES)	WITNESSES
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

SECTION 8

SPECIFICATION/SCOPE OF WORK

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PART C1: AGREEMENTS AND CONTRACT DATA

PART C2: PRICING DATA

PART C3: SCOPE OF WORK

PART C4: SITE INFORMATION

PART C1: CONTRACT DATA

- C1.1: Form of Offer and Acceptance – Agreement.....**
- C1.2 Contract Data:.....**
- C1.3 Form of Guarantee:**
-

C1.1 Form of Offer and Acceptance – Agreement

C1.1.1 Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

As and When Hiring Of Earthmoving Plant And Equipment The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be fully authorized, signing of this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all of its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....

..... Rand (in words)

R..... (In figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature Date

Name Capacity



For the Tenderer:

(Name and

Address of Organization)

.....

.....

Witness:

Name:

Signature:

C1.1.2 Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderers offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is subject to this agreement.

The terms and conditions of the contract are contained in:

Part C1: Agreement and contract data, (which includes this agreement)

Part C2: Pricing data

Part C3: Scope of work

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance are contained in the schedule of deviations to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature

Date

Name

Capacity



for the Employer Passenger Rail Agency of South Africa, trading as Metrorail

Metrorail Western Cape

1 Adderley Street

Propnet Building

6th Floor Room 622A

Cape Town

Witness:

Name:

Date

Signature:

C1.1.3 Schedule of Deviations

i. Subject

Details

.....

.....

ii. Subject

Details

.....

.....

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.



For the Employer: Passenger Rail Agency of South Africa,
Trading as Metrorail
Room 622A
1 Adderley Street
Cape Town

Signature

Date

Name

Capacity

Witness:

Name:

Date

Signature:



For the Tenderer

Signature

Date

Name

Capacity

Witness:

Name:

Date

Signature:

C1.1.4 Confirmation of Receipt

The Tenderer, (now Contractor), identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed and signed Contract Document inclusive of this Agreement today:

the(day) of (month) 20..... (year)

at (place)

For the Contractor:

Signature Date

Name Capacity

Witness:

Name: Date

Signature:

C1.2 CONTRACT DATA

C1.2.1 General Conditions of Contract

The following standardized General Conditions of Contract:

General Conditions of Contract for Construction Works (Second Edition) 2010

Prepared by the South African Institution of Civil Engineering (SAICE) shall apply to and form the General Conditions of Contract for this contract. Copies of these conditions of contract are obtainable from the South

African Institution of Civil Engineering (SAICE), Private Bag X200, Halfway House 1685, Tel: (011) 805 5947,

Fax: (011) 805 5971 e-mail: civilinfo@saice.org.za.

Copies of the General Conditions of Contract are available for inspection and scrutiny at the offices of the Employer and Employers Agent / Engineer.

C1.2.2 CONTRACT SPECIFIC DATA

Clause Number	Clause Definition	Completion, addition or Substitution of Clause
1.1.1.13	The Defects Liability Period	0 Months
1.1.1.14	The Due completion Date....	24 Months
1.1.1.15	The name of the Employer....	METRORAIL DIVISION OF THE PASSENGER AGENCY OF SOUTH AFRICA
1.2.1.2	The address of the Employer....	Physical: The Regional Manager Metrorail Western Cape Room 622A Propnet Building 1 Adderley Street Cape Town (T): 021 449 2244 (F): 021 449 6301 Postal: P.O. Box 5446 Cape Town 8000
1.1.1.16	The name of the Engineer....	The Regional Engineer, Perway
1.1.1.17	The name of the Engineer's Representative	Mr. W Abrahams (NDip Civil Eng). Further, In this Tender Document, the Engineer's Representative will be referred to as the Technical Officer
1.2.1.2	The address of the Engineer....	Physical: The Regional Engineer Infrastructure (Perway) Metrorail Western Cape
1.1.1.26	The Pricing Strategy....	Fixed Priced Contract
3.1	Functions of the Engineer	Delete Clauses 3.1.1, 3.1.2 & 3.1.3 in their entirety
5.3.1	The documentation required before commencement with Works execution....	1) Final Health and Safety Program 2) Initial Programme of Works 3) Risk Management Report
5.3.2	The time to submit documentation required before commencement with Works execution....	The time to submit documentation before commencement with the Work is 21 days.
5.8.1	The non-working days.... The special non-working days are:	Sundays 1) All gazetted public holidays falling outside the year end break 2) The year end break commencing on mid-December and ending on early January as published by SAFCEC

5.13.1	The penalty for failing to complete the works....	R3, 000.00 (Three Thousand rand)
	The hours of Work....	Add the following sub-clause 9 9.4. The normal working hours shall mean the period from 07h30 to 16h00 on normal weekdays excluding public holidays.
	Delay of train service	Add the following sub-clause to clause 14 14.8 Should any train services be affected due to the negligence on the part of the Contractor, penalties will be raised in terms of Clause 16 of the E7/1 Specifications i.e. a penalty of R10, 000.00 per hour or part thereof for the period of delay.
6.2.1	Delivery of Security	The time to deliver the Security / Guarantee / Surety is within 14 days of the date of signing the Confirmation of Receipt. The security to be provided by the Contractor shall be a performance guarantee of 5% of the Contract Sum.
6.10.3	Payments	Notwithstanding the provision of a performance guarantee in terms of Clause 6.2.1, interim payments to the Contractors shall be subject to retention by the Employer of an amount of 10% of the said amounts due to the Contractor.
Add Clause 11 to GCC	Details to be Confidential	The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without the prior written consent of the Engineer

Part 2 (To be completed by the Contractor)

C1.2.2 CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2010, are applicable to this Contract:

Clause Number	Clause Definition	Completion, addition or Substitution of Clause
1.1.9	The name of the Contractor....
1.2.1.2	The address of the Contractor....	Physical Address:

		<p>.....</p> <p>.....</p> <p>Postal Address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
--	--	-------------------------------------------------------------------------------------------------------------

Unless otherwise specified in the contract the contractor can chose any of the following type **Securities**

Type of Security	Indicate Choice
<i>Option 1</i> Performance Guarantee in the amount equal to 10 % of the contract sum	Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>Option 2</i> Performance Guarantee i equal to 5 % and retention 5% of the contract . payment certificate.	Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>Option 3</i> Retention of 10% of contract sum	Yes <input type="checkbox"/> No <input type="checkbox"/>
<i>No security(only if specified by the Employer)</i>	

NB. Where guarantees are equal or more that 10% of contract sum, the total retention monies to be held shall not exceed 5% of contract price.

Securities must be valid until the Completion of the Works.

C1.3 FORM OF GUARANTEE

THE PASSENGER AGENCY OF SOUTH AFRICA (PRASA)

DEED OF SURETYSHIP

CONTRACT No.: 10340790

AS AND WHEN HIRING OF EARTHMOVING PLANT AND EQUIPMENT

I/We the undersigned _____

being duly authorised thereto in my/our capacity as _____

do hereby bind _____

(Name of Bank or Insurance/Guarantee Company hereinafter referred as "the Guarantors")

3 AS SURETY/SURETIES IN SOLIDUM FOR AND CO-PRINCIPAL DEBTOR(S) IN AN AMOUNT NOT EXCEEDING FOR THE DUE AND FAITHFUL PERFORMANCE BY **MESSRS.** (HEREINAFTER REFERRED TO AS "THE CONTRACTOR") OF ALL THE DUTIES AND OBLIGATIONS RESTING UPON AND ASSUMED BY THE CONTRACT/TERMS OF A CERTAIN CONTRACT NO **10340790** ENTERED INTO BETWEEN THE CONTRACTOR AND METRORAIL FOR THE ON THE METRORAIL REGION.

I/We, in my/our capacity aforementioned, do further undertake that in the event of any failure on the part of the Contractor faithfully to carry out and discharge all his duties and obligations under the said contract, the said sum not exceeding or such portion thereof as may be demanded by METRORAIL shall immediately become due and payable to METRORAIL on demand, provided always that such failure is not due to circumstances beyond the control of the Contractor.

And I/We, in my/our capacity aforementioned, do further declare it to be a condition of this Suretyship that the Guarantors shall be discharged and freed of all liability hereunder unless METRORAIL has lodged a claim against them, or notified them of its intention to lodge a claim, on account of damage or loss arising from such failure on the part of the Contractor as aforementioned –

- (a) not later than three calendar months after the end of the calendar month in which the work under the said contract is completed or, in the event of the contract being terminated for any reason prior to completion of deliveries, within three calendar months after the end of the calendar month in which it is so terminated.

PART C2: PRICING DATA

C2.1 Pricing Instructions

C2.2 Bill of Quantities

C2.1 – Pricing Instructions

C2.1 Bill / Schedule of Quantities

- i) The quantities in the Schedule of Work and Prices are estimated (provisional) and may be more or less than stated. The contractor shall submit with his tender a complete and detailed priced schedule (prepared in black ink) for the Works. All work covered by the schedule including work resulting from modifications or alterations to drawings shall be measured and paid for according to the completed schedule.
- ii) The absence of stated quantities in the schedule is no guarantee that none will be required. Reasonable and sufficient rates and/or prices shall therefore be inserted to every item, as such prices will be considered when awarding the contract
- iii) In the event that a tenderer leaves any item/s blank which are materially important for the award of the contract/business or fails to tender in an amount expressed or calculable in Rands and cents (e.g. total amount, unit price, hourly rate), Metrorail reserves the right to disqualify such a tender.
- iv) The Bill of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
- v) Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted with the project manager's written approval.

C2.2 Schedule of Quantities

C2.2.1 Measurement and Payment

C2.2.1.1 Measurement will only be made in terms of items listed in the Schedule of Quantities and Prices and payment will be done after invoices have been certified by the Manager or Technical Officer.

C2.2.1.2 Payment will be made per hour or day of plant hired as per rates tendered in the Schedule of Quantities and Prices.

C2.2.1.3 Measurement /payment will be done on a monthly basis. Payment will be made within 30 days of invoicing. Only fully completed sections will be measured/ considered for payment.

C2.2.1.4 The tendered price shall include all labour compliance with the work documents, start-up, costs, operating costs, statutory costs/fringe benefits, admin fee and all other obligations arising out of the conditions of contract

PART C3: SCOPE OF WORK

- C3.1 Description of the Works**
 - C3.2 Engineering**
 - C3.3 Procurement**
 - C3.4 Construction: Works Specifications**
-

C3.1 DESCRIPTION OF THE WORKS

C3.1.1 Overview and extent of the works:

This contract covers the provision and operation of construction plant as specified in the bill of quantities and prices, in fully functioning conditions, inclusive of diesel and operator on a 'as and when required" basis.

C3.1.2 Location of the works

The location and extent of the site of the Works is between the property boundaries of the Passenger Railroad Agency of South Africa along the railway line in Cape Metrorail Region at the locations as instructed by the Technical Officer.

C3.2 ENGINEERING

Void

C3.3 PROCUREMENT

C3.3.1 Preferential procurement procedures

C3.3.2 Subcontracting

Void.

C3.4 CONSTRUCTION

C3.4.1 Applicable SANS 2001 Standards

None

C3.4.2 Applicable national and international standards

None

C3.4.3 Particular / Project specifications

SCOPE OF WORKS

DESCRIPTION OF THE WORKS

This contract covers the provision and operation of plant as specified in the Schedule of quantities and Prices, in fully operational condition, inclusive of diesel and operators all on an “as and when required” basis.

3.4.3.1 PERFORMANCE OF PLANT AND OPERATORS

If in the opinion of the Technical Officer, the performance of the operator and/or machines is not satisfactory, Metrorail reserves the right to order removal of such plant and/or operator.

3.4.3.2 TRANSPORTING OF PLANT

All transportation of plant except the transport of the self-propelled roller, the Backhoe Loader, the bulldozer and the excavator (tracks) shall be paid for at the hourly rate of the plant hired as per Schedule of Quantities and Prices for idle time. One (1) hour transporting time in one direction will be paid for only.

Transportation of the self-propelled roller, the Backhoe Loader, the bulldozer and excavator (tracks) will be by lowbed transporter. Rates for transportation via lowbed shall be equal to the rates listed as idle time for such plant and /or machine.

3.4.3.3 RECORDING OF WORKING, IDLE AND BREAKDOWN TIME

The Contractor shall ensure that service meters are installed on all plant (except tipper trucks, lowbed and walk behind roller) and are in working condition at all times. Detailed recordings of all time (travel, idle, breakdown and working time) shall be taken and recorded in the site diary. Recordings are to be verified and signed by Metrorail’s supervisor on site. Payment will be made as follows:

Travel Time:

Travel time between sites will be paid for as per Schedule of Quantities and Prices under items listed for idle time.

Working Time:

Actual hours worked shall be recorded on site from service meter readings taken at the beginning and end of each working cycle and paid for as per Schedule of Quantities and Prices under items listed for working time.

Working hours for tippers, lowbed transporters and walk behind rollers shall be recorded in the site diary and paid for as per Schedule of Quantities and Prices under items listed for working time.

Idle Time:

When the Contractor is required to work, and if the plant is available for the work but cannot work due to a requirement, act or omission on the part of Metrorail, the Contractor will be paid idling time as per Schedule of Quantities and Prices, for time falling within the hours of duty specified only.

The rate tendered for idle time shall not exceed 75% of the rate tendered for Working Time.

3.4.3.4 Breakdown Time:

No payment will be made for any time lost due to a machine not being able to perform any work or any time lost to an act or omission on the part of the Contractor. In the event of a breakdown on a machine being part of a group of machines, payment will be made as per clause 4 of the Special Conditions of Contract.

3.4.3.5 DURATION OF CONTRACT

The contract duration is approximately 24 months from commencement date or until the contract sum is depleted whichever occurs first.

3.4.3.6 SAFETY

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

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

3.4.3.6.3 Transportation of flammable or explosive materials.

3.4.3.6.4 Transportation and/or equipment.

3.4.3.6.5 Transportation of personnel.

3.4.3.6.6 Storing flammable/explosive materials and/or equipment.

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

3.4.3.6.8 The method of sleeper replacement shall be such that work may proceed either under "total occupation" or "between trains occupation" and shall at all times comply with Metrorail Specification E7/1.

3.4.3.6.9 Normal protection measures in accordance with the Metrorail General Operating Instructions No 1, (Part 1) shall apply.

3.4.3.6.10 All protection arrangements shall at all times remain under the supervision and responsibility of a Metrorail Track master or Track inspector.

3.4.3.6.11 Metrorail will supply 2 Flagmen per work site for protection duties.

HOURS AND DAYS OF DUTY

3.4.3.6.12 Work shall proceed during weekdays from 08h00 to 17h00. Total occupations can only be granted over Weekends from Saturday 14h00 to Sundays 20h00.

3.4.3.6.13 Work outside of normal working hours shall not be paid against overtime rate unless:

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

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

3.4.3.6.16 Work shall proceed under "total occupation" or "between trains occupation". If work is executed under "between trains occupation" work shall proceed in such a way that normal rail traffic can be allowed, on short notice, to pass safely over the work site at a speed of 30km/h.

3.4.3.7 TO BE APPROVED BY METRORAIL

A Track master to be in charge of the protection arrangements on site and to declare the track safe for the passage of trains during the work and on completion of work.

3.4.3.8 PENALTY FOR DELAYING OF TRAINS

If the Contractor delays any trains and Metrorail is satisfied that the delay was avoidable, a penalty will be imposed on the Contractor of **R5, 000.00** per hour or part thereof for the period of delay, irrespective of the number of trains delayed.

C.3.4.3.3 Discrepancy between Specifications

In the event of any discrepancy between the Particular specification and the Generic specifications the Particular specification shall prevail.

C3.4.4 Plant and materials supplied by the Employer

No material and plant will be supplied by Metrorail.

C3.4.5 Construction Equipment

The Contractor shall supply all construction equipment required for the proper execution of the Works.

C3.4.6 Existing services

Information regarding the location of known existing services will be pointed out at the time of the site inspection but Metrorail will accept no responsibility for the accuracy of this information.

Where the position of a known service cannot be determined with sufficient accuracy by visual inspection, the Contractor shall open up and make further investigation before commencing with any of his activities related to the resurfacing of service roads, in that vicinity, so that the position of such services may be determined with sufficient accuracy. Thereafter the Contractor shall assume responsibility for all known services.

The Contractor shall take all reasonable precautions to protect existing services during his activities on the site, and any known service damaged as a result of the Contractor's operations, shall be repaired and reinstated by the Contractor or the Authority concerned, all at the expense of the Contractor and to the satisfaction of the Technical Officer.

C3.4.7 Site establishment

C3.4.7.1 Services and facilities provided by Metrorail

Metrorail will make sites available for the contractor's camp upon request from the contractor. No other services or facilities will be provided by Metrorail.

C3.4.7.2 Services and facilities provided by the Contractor

- Site storage / Camp sites

The contractor shall clear and prepare the site for his camp and the cost thereof shall be included for in the rates tendered for the Works.

- Housing of employees

No housing of employees of the contractor will be allowed on the property of PRASA and the contractor shall make his own arrangements for the housing of his employees.

- Water supply, light, power etc.

The contractor shall make his own arrangements for the supply of water (for all purposes), light, power, approved portable sanitation facilities, and telephones, as required for his camp site and on the site of the Works.

- Contractor's agent and communication

The contractor or his duly authorised agent shall at all times be in possession of a cellular phone, in working condition, so as to enable the Technical Officer to communicate with the contractor at all times during the duration of the contract.

- Security

The contractor shall provide his own security for the protection of his workmen and assets.

- Tidiness of site

The contractor shall continuously clear and dispose of rubbish, debris, waste and surplus materials to maintain the site in a tidy state.

3.4.4 Occupations and Work Permits

No occupations and work permits will be granted, and the contractor shall plan and execute the Work in such a manner that the safe passage of trains will not be affected. Clearances as set out in the E7/1 specification shall at all times be adhered to.

3.4.5 Safety clothing

The Contractor shall supply all relevant safety clothing to all supervision and labour. The Contractor shall also supply reflective vests to all supervision and labour so that they are more visible to train drivers. No separate payment will be made for safety clothing, as the contractor shall allow for this in his rates tendered for the Works.

C3.5.1 Management of the Works**C3.5.1.1 RAILWAY AUTHORITY**

- **Railway Owner:** The the Passenger Railroad Agency of South Africa (PRASA) is the Railway Owner.
- **Railway Operator:** Metrorail is the Railway Operator of the Passenger Railroad Agency of South Africa
- **General:** All conditions and instructions set out in the Specifications and Agreement included in this contract governing work performed by the Contractor on the Property of the PRASA shall also be applicable with regard to all other assets and/or equipment of the PRASA maintained and operated by Metrorail.

C3.5.1.1 Project Manager and Technical Officer

The Project Manager for this contract will be the Regional Engineer, Perway Maintenance, Infrastructure, Metrorail Western Cape. The Technical Officer will be appointed by the Project Manager to administer the performance and the execution of the Works according to the powers and rights held by and obligations placed upon him in terms of the Contract.

C3.5.1.2 Construction programme

The contractor shall submit, within one (1) week of the date of acceptance of his tender, a programme of work in the form of a bar chart or as otherwise directed by the Technical Officer showing the duration, starting time and completion date of each major activity in the contract. Where the activity is ongoing and not of a one-of nature the proposed weekly production rate shall be indicated.

C3.5.1.3 Co-operation with Metrorail staff

The contractor shall co-operate with Metrorail's and other workmen on site, to their mutual benefit. All necessary co-operation will be afforded the

contractor to enable the speedy completion of his work. However, should any dispute regarding the sequence or priority of the work arise, the decision of the Manager in this matter shall be regarded as final.

C3.5.1.4 Site meetings

The Technical Officer will arrange site liaison meetings, as necessary. The contractor or his duly authorised representative shall be available when called upon to attend site meetings with the Technical Officer or his representative.

C3.5.1.5 Site Instructions and Site Diary

All instructions to the Contractor shall be in writing and shall be deemed to have been received if left with the Contractor or his agent at the Works or at the business premises of the Contractor or at his office on the site. The Contractor shall supply and have available on the site at all times two triplicate carbon copy books. In one book, site instructions shall be recorded. The other book shall be used by the Contractor as a diary for recording day by day the state of the weather, the work done each day, labour and plant on the site of the Works and full details of any circumstance which may affect the progress of the Works. The original sheet of each set of 3 pages will be removed from both books and retained by the Technical Officer. The Contractor may remove the second sheet but the third sheet shall be retained on the site until completion of the Works.

C3.5.2 Health and Safety

C3.5.2.1 Health and Safety specifications

Most of the activities pertaining to the Works will be executed on, over, under or adjacent to Railway lines and near High Voltage equipment.

Trains will be operated on the railway lines while work is in progress. The contractor shall at all times perform the work in such a manner that the tracks are safe for the passage of trains.

The contractor shall at all times be responsible for the safety of his personnel on the site of the works while paying special attention to the danger of them being over-run by passing trains.

The following generic (Standard) PRASA specifications are applicable to this contract:

- E7/1: Specification for works on, over, under or adjacent to Railway lines and near High Voltage equipment. (Also referred to as the SPK7/1 specification)
- E.4E Transnet (Jan 2004 - As adapted for PRASA): Safety arrangements and procedural compliance with the Occupational Health and Safety Act (Act 85 of 1993) and applicable Regulations. (Also referred to as the E4E specification)

C3.5.2.2 Site Access Certificate

Refer Annexure 4 of the E4E specification. A Site Access Certificate will not be issued unless the contractor's Health and Safety Programme has been approved by the Technical Officer.

C3.5.2.3 Non-compliance to contractual safety conditions

Metrorail reserves the right to stop the Works and report the Contractor to the Department of Labour should the Contractor fail to adhere to any of the contractual safety conditions. No extension of time claim or relief of penalties requests arising from the Works being stopped due to the Contractor's failure to comply with contractual safety conditions will be entertained.

C3.6 ANNEXES (To be provided to winning tenderer)

C3.6.1 Particular Specifications: (Also referred to as “Project Specifications”)

- Special Conditions
- Project Specifications

C3.6.2 Generic Specifications: (also referred to as “Standard Specifications”)

- E7/1: Specification for works on, over, under or adjacent to Railway lines and near High Voltage equipment. (Also referred to as the SPK7/1 specification.)
- E.4E Transnet (Jan 2004 - As adapted for PRASA): Safety arrangements and procedural compliance with the Occupational Health and Safety Act (Act 85 of 1993) and applicable Regulations. (Also referred to as the E4E specification.)

SPECIAL CONDITIONS

1. SITE OF THE WORKS

The location and extent of the site of the Works is between and along the property boundaries of the Passenger Rail Agency of South Africa along the railway line on the whole of the Western Cape region.

2. STARTING-AND COMPLETION DATES

The starting/commencement date of this contract will be the date of notification of acceptance of tender and the date of completion will be 24 calendar months from the date of notification of acceptance of tender, or when a contract value (VAT incl.) has been reached whichever occurs first.

3. PROVISION OF PLANT

Metrorail will give the Contractor two (2) working days written notification for any machine or group of machines required.

4. PENALTIES FOR LATE COMPLETION

In the event of the Contractor failing to supply any one machine within two (2) working days (refer clause 4), as ordered / instructed by the Engineer, a penalty of R200.00 per machine per hour will be imposed.

In the event of a group of machines being ordered / instructed by the Engineer and any one of these machines are not available, the availability of the remaining machines will, for payment purposes, be adjusted by the following factor: $\frac{Ma}{Mr}$ where:

Number of specific type of machines available on site, in working condition = Ma

Number of specific type of machine ordered = Mr

This factor is applicable to a group of machines ordered / instructed for the Works.

The following serves as an example:

Machines ordered:

Front end loader x1

Tip truck x3

Factor = $\frac{Ma}{Mr} = \frac{2}{3}$

Machines supplied:

Front end loader x1

Tip truck x2

Machines ordered:

Front end loader x1

Tip truck x3

Factor = $\frac{Ma}{Mr} = \frac{0}{1} = R0.00$ payment

Machines supplied:

Front end loader x0

Tip truck x3

5. TO BE SUPPLIED BY THE CONTRACTOR

All plant as specified in the Schedule of Quantities and prices in good working/operational condition at all times.

All Supervision, Operators and Labour required for the proper operation of all hired equipment. All Lubricants, Fuel and any other material for the operation of the machines. The Contractor at his expense and in his own time shall carry out services and maintenance of the machines.

6. SCHEDULE OF QUANTITIES AND PRICES

The quantities in the Schedule of Quantities and Prices are estimated and may be more or less than stated. Realistic rates should therefore be inserted against every item, as no adjustment of rates will be allowed in the event of any increase or decrease of the quantities in the Schedule of Quantities and Prices.

7. HOURS OF WORK

Normal working hours shall mean the period from 07h00 to 16h30 on normal weekdays.

In case of emergency work the Contractor may be required to work outside normal working hours, on Saturdays, Sundays and public holidays. In such cases, the permission of the Manager will be obtained and the Contractor will be informed in writing regarding such arrangements.

8. ESCALATION

The Contractor shall make provision in his tendered rates for any increase with respect to the cost of the material and plant, including fuel and parts, which might occur during the contract period as escalation will not be applicable to this contract.

9. PAYMENT

Payment will only be made in terms of items listed in the Schedule of Quantities and Prices, after being certified by the Manager or Technical Officer.

Payment will be made per hour or part thereof that the plant is working or on idle time. **No minimum working hours shall be specified by the Contractor.**

Payment will be made within 30 days of invoicing.

10. NON-COMPLIANCE TO CONTRACTUAL SAFETY CONDITIONS

Metrorail reserves the right to stop the Works should the Contractor fail to comply with any of the contractual safety conditions. No extension of time claim or relief of penalty request arising from the Works being stopped due to the Contractors failure to comply with contractual safety conditions will be entertained.

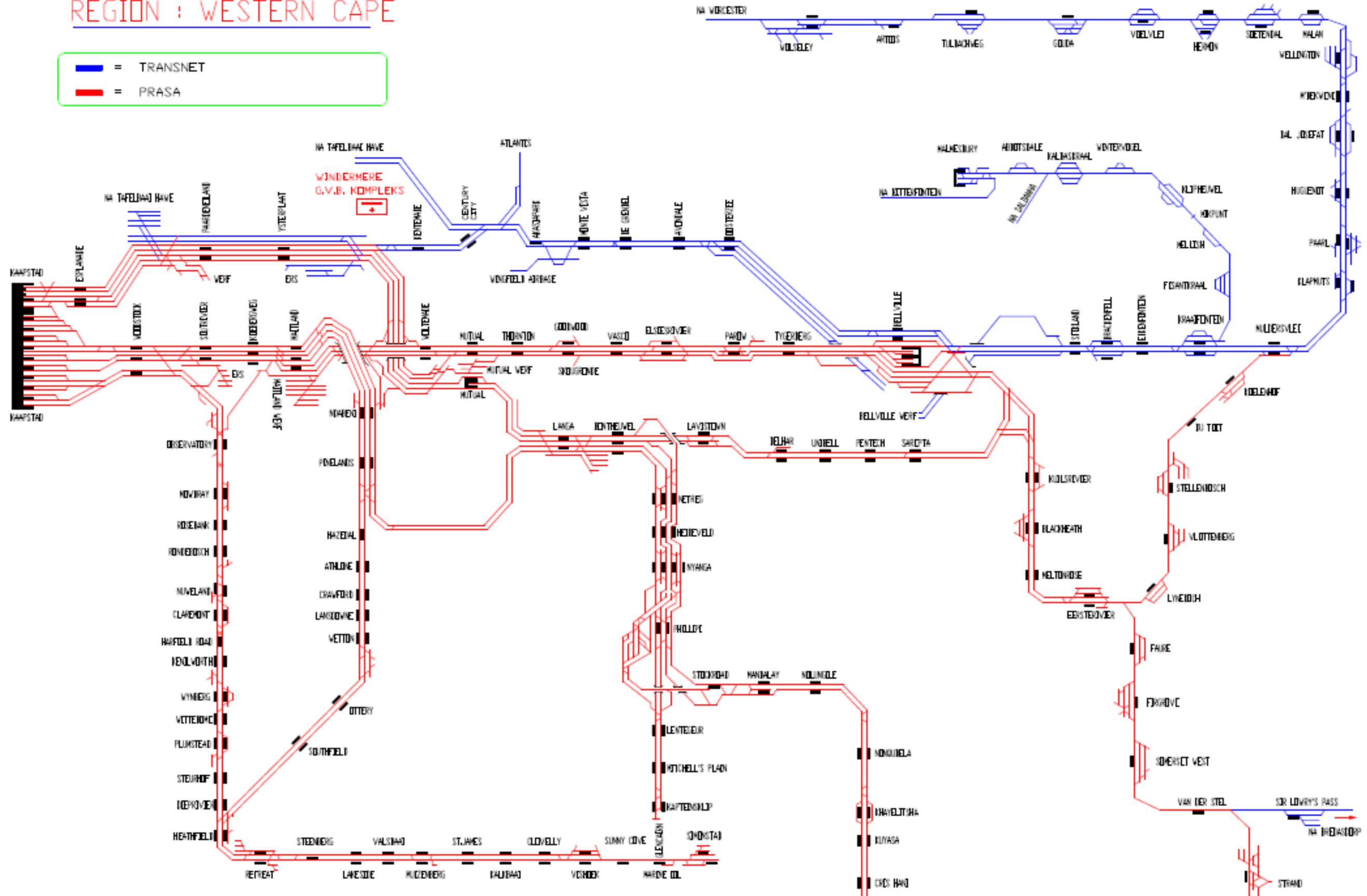
PART C4: SITE LOCATION

C4.1 General

The work sites are located within the boundaries of the railway reserve of PRASA Cape Town Region rail network. The layout below indicates the network in which PRASA operates and it includes sections which are owned and under the jurisdictions of Transnet Freight Rail (TRF). The Contractor shall only perform work on the sections that are owned and maintained by PRASA. Sections not owned and maintained by PRASA i.e. owned by TFR are shown in blue on the layout.

REGION : WESTERN CAPE

- = TRANSNET
- = PRASA



BOQ/ PRICING SCHEDULE

ITEM	DESCRIPTION	TYPE	UNIT	Estimated QTY	RATE	PRICE
	A1 WORKING TIME					
A1.1	Wheel Front End Loader	Cat 950 or similar with bucket size of 1.5 m ³ heaped capacity	Hr.	200		
A1.2	Bulldozer (Tracks)	CAT D7 or similar fitted with universal blade	Hr.	100		
A1.3	Backhoe Loader	Cat 428 or similar with bucket size of 1.7 m ³	Hr.	250		
A1.4	Motor Grader	Cat 140 or similar	Hr.	150		
A1.5	Excavator (Tracks)	Cat 330 or similar	Hr.	100		
A1.6	Excavator (Tracks)	Bobcat 320 or similar	Hr.	100		
A1.7	Tipper Truck 10m ³		Hr.	100		
A1.8	Water Cart/Truck	4-6000 Litres	Hr.	100		
A1.9	Walk Behind Vibratory Roller		Hr.	50		
A1.10	Lowbed Transporter Truck		Hr.	200		
A1.11	Single-drum Vibratory Roller	7-10 ton, width 1.7 m Bomag 212 or similar	Hr.	150		
A1.12	Trailer Mounted Boom Lifts (Towable)	JLG T500J or similar	Hr.	200		
A1-TOTAL CARRIED FORWARD TO SUMMARY						

ITEM	DESCRIPTION	TYPE	UNIT	Estimated QTY	RATE	PRICE
	A2 IDLE TIME					
A2.1	Wheel Front End Loader	Cat 950 or similar with bucket size of 1.5 m ³ heaped capacity	Hr.	50		
A2.2	Bulldozer (Tracks)	CAT D7 or similar fitted with universal blade	Hr.	25		
A2.3	Backhoe Loader	Cat 928 or similar with bucket size of 1.7 m ³	Hr.	63		
A2.4	Motor Grader	Cat 140 or similar	Hr.	38		
A2.5	Excavator (Tracks)	Cat 330 or similar	Hr.	25		
A2.6	Excavator (Tracks)	Bobcat 320 or similar	Hr.	25		
A2.7	Tipper Truck 10m³		Hr.	25		
A2.8	Water Cart/Truck	4-6000 Litres	Hr.	25		
A2.9	Walk Behind Vibratory Roller		Hr.	13		
A2.10	Lowbed Transporter Truck		Hr.	50		
A2.11	Single-drum Vibratory Roller	7-10 ton, width 1.7 m Bomag 212 or similar	Hr.	38		
A2.12	Trailer Mounted Boom Lifts (Towable)	JLG T500J or similar	Hr.	50		
A2-TOTAL CARRIED FORWARD TO SUMMARY						

Bill of Quantities Summary	
Total carried forward from section A1 (exc. V.A.T.)	
Total carried forward from section A2 (exc. V.A.T.)	
15% Contingencies	
Sum Total	
15% V.A.T. of Sum Total	
Sum Total (Sum Total + V.A.T. of Sum Total)	