



REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: KZN/RAIL/2025/03/07/Q

**REQUEST FOR QUOTATION (RFQ) FOR THE APPOINTMENT OF A SERVICE PROVIDER
FOR THE TRACK AND FORMATION REPAIRS BETWEEN ISIPINGO AND UMBOGINTWINI
FOR PRASA RAIL KZN**

COMPULSORY MEETING:

DATE: 26 March 2025

TIME: 10H00

VENUE: PRASA, 65 Masabalala Yengwa Avenue, Greyville, 4001, Durban Station

SECTION 1: SBD1**PART A INVITATION TO BID****YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PASSENGER RAIL AGENCY (PRASA)**

BID NUMBER:	KZN/RAIL/2025/03/07/Q	CLOSING DATE:	02 April 2025	CLOSING TIME:	12H00
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DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE TRACK AND FORMATION REPAIRS BETWEEN ISIPINGO AND UMBOGINTWINI FOR PRASA RAIL KZN
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BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE **BID BOX NO.05** SITUATED AT (STREET ADDRESS):

PRASA OFFICES
65 MASABALALA YENGWA AVENUE
GREYVILLE
4001
DURBAN STATION

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Rani Thevar
TELEPHONE NUMBER	0318130138
E-MAIL ADDRESS	rani.padayachee@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
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ 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 PRASA 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 INVALID.

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

2 COMMUNICATION

Bidder/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 (Complaints@prasa.com) for lodging of complaints to PRASA in relation to this bid process. The following minimum information about the bidder must be included in the complaint:

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

4 LEGAL COMPLIANCE

The successful Bidder 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 Bidder 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 RFQ 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)/works and request Bidders to re-bid on any changes;
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein; and
- 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 bidder, 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 bidder.

Should the preferred bidder 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 bidder provided that he/she/it is still prepared to provide the required goods at the quoted price.

9 LEGAL REVIEW

Proposed contractual terms and conditions submitted by a bidder 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

Bidders 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 bidder 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 Bidders. PRASA agrees that it shall only process the information disclosed by Bidders 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 Bidders or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Bidders. Similarly, PRASA requires Bidders 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 in choosing a Supplier/Service Provider:

EVALUATION CRITERIA	WEIGHTING
Stage 1 – Compliance	
Stage 1A	Mandatory Requirements
Stage 1B	Other Mandatory Requirements
Stage 2	
Technical/Functional Requirements	Threshold of 80%
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 Bidders 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 bidder(s)' bid will be deemed to remain valid until finalization of the award.).

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

Bidders 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 Bidders *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 Bidders are urged to ensure that these documents are returned with the quotation based on the consequences of non-submission as indicated below:

16.1. Mandatory Returnable Documents

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

SECTION 3

1 EVALUATION CRITERIA:

Stage 1A – Mandatory Requirements

If you do not submit 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)	Proof of CIDB grading of 3CE or higher	

Stage 1B –Other Mandatory Requirements

If you do not submit the following mandatory documents/requirements, PRASA may request the bidder to submit the information within three (3) 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)	Completion of ALL RFP documentation (includes ALL)	
b)	Bidders to complete submission register when dropping off bids into the tender-box	
c)	Briefing Session Form D. Bidders must also reflect on the Compulsory Briefing Session Attendance Register and Site Briefing Session Attendance.	
d)	Signed Joint Venture, Consortium Agreement or Partnering Agreement (whichever is applicable)	
e)	Trackmaster with a valid C Green certificate	
f)	Track Welder Certificate (Thermitting)	
g)	Min 2 valid flagmen certificate	
h)	Letter of Good Standing: COID	
i)	Valid SARS Pin	
j)	CSD supplier registration number	

2. Stage 2

Technical / Functionality Requirements

Scoring of Functionality:

The minimum threshold for the Technical/functionality criteria is 80% and bidders who score below this minimum will not be considered for further evaluation in terms of price and Specific Goals.

ITEM	CRITERIA	WEIGHT
1.1	Organisational Experience	40
1.2	Resources (Personnel's CV) Trackmaster with valid C green, Track Welder	30
1.3	Perway Tools	30
TOTAL		100

Table 5: Technical Evaluation Criteria

PERCENTAGES RELATING TO SCORING POINTS

Scorings and their Relevant Percentage Allocation to Weight	
Scoring	Percentage
0	5%
1	10%
2	40%
3	80%
4	100%

Table 6: Scoring Percentages to Weights

The example of calculating points is: If one scores 3 on previous experience, he/she will receive a final weight of 30 points x 80% = 24 points

WEIGHT	EVALUATION CRITERIA	ORGANISATIONAL EXPERIENCE				
		SCORING				
		0	1	2	3	4
40	Previous Experience for Earthworks construction /Track maintenance/Track construction project within the last 10 years (Completion/Reference letter in a client's letter head with description of works and date of completion)	No Submission or irrelevant information provided	Relevant experience in Earthworks construction/Track maintenance/Track construction project with at least 1 completed project with a completion/reference letter in a client's letter head	Relevant experience in Earthworks construction/Track maintenance/Track construction project with at least 2 completed projects with a completion/reference letter in a client's letter head	Relevant experience in Earthworks construction/Track maintenance/Track construction project with at least 3 completed projects with a completion/reference letter in a client's letter head	Relevant experience in Earthworks construction/Track maintenance/Track construction project with at least 4 completed projects with a completion/reference letter in a client's letter head
30	Personnel Work Experience (C Trackmaster with C green and Track Welder)	No Submission/ C.V. For Trackmaster on trackmaster duties and CV for Track Welder duties with less than years' experience combined	C.V. For Trackmaster on trackmaster duties and CV for Track Welder duties with 5 years' experience combined for both personnel	C.V. For Trackmaster on trackmaster duties and CV for Track Welder duties with 6-8 years' experience combined for both personnel	C.V. For Trackmaster on trackmaster duties and CV for Track Welder duties with 9-12 years' experience combined for both personnel	C.V. For Trackmaster on trackmaster duties and CV for Track Welder duties with more than 12 years' experience combined for both personnel
30	Perway Tools	No Submission/ less than 10 types of Perway tools	10 Perway tools	11-15 Perway tools	15-20 Perway tools	Above 20 Perway tools

Table7: Evaluation Criteria

Note: Bidders that fail to achieve the minimum overall qualifying score of 80% on functional/ technical requirements will not be considered for further Price and Specific Goals (Stage 3) evaluation

3. 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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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

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)	Acceptable Evidence
B-BBEE contributor status of at least level 2	10		BEE Certificate / Affidavit (in case of JV, a consolidated scorecard will be accepted)
Black Woman Owned	10		Certified copy of ID Documents of the Owners
TOTAL	20		

APPOINTMENTS OTHER THAN THE SUCCESSFUL BIDDER

- 1.1 PRASA may appoint a bidder other than the successful bidder under the following instances:
 - (i) When a successful bidder, after having been informed of the acceptance of its Bid, fails to sign a contract within a prescribe period of time e.g. 14 (fourteen) days after being called upon to do so;
 - (ii) When a successful bidder has failed to provide the necessary security, bonds or guarantees within the time required to do so by PRASA;
 - (iii) When a successful bidder fails to meet a condition precedent for the award of business (e.g. to obtain the necessary funding); and
 - (iv) When final contract negotiations with a preferred bidder fails and a contract is not agreed upon.
- 1.2 PRASA will only award a bid to a bidder other than the highest scoring bidder provided that such bid is still within the bid validity period.
- 1.3 Only if the second ranked bidder is also unable/unwilling, PRASA may proceed to the third ranked bidder.

SECTION 5**PRICING AND DELIVERY SCHEDULE**

Bidders are required to complete the attached Pricing Schedule **Annexure:**

- 1 Prices must be quoted in South African Rand, inclusive of all applicable taxes.
- 2 Price offer is firm and clearly indicate the basis thereof.
- 3 Pricing Bill of Quantity is completed in line with schedule if applicable (delete if not 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 Bidders are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Bidder. PRASA may:
 - 9 Negotiate a market-related price with the Bidder scoring the highest points;
 - 10 If that Bidder does not agree to a market-related price, negotiate a market-related price with the Bidder scoring the second highest points;
 - 11 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;
 - 12 If a market-related price is not agreed with the Bidder 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 Bidder awarded the contract may only enter into a subcontracting arrangement with PRASA's prior approval.

The contract will be concluded between the successful Bidder and PRASA, therefore, the successful Bidder 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.

SECTION 6

SBD4

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 Bidder's declaration regarding PEPs/PIPs

PRASA requires bidders to disclose if they have Politically Exposed Persons ("PEP")² or Prominent Influential Persons ("PIP")³ and related individuals in their organisation and/or beneficial owners / shareholders who are PEP/PIP.

PRASA reserves the right not to enter into a business relationship with such person, official or entity, provided there are objective factors that justify the conclusion of such business relationship, and the decision is based on achieving the best interest of PRASA.⁴

3.1 Is the bidder a PEP/PIP? **YES/NO**

3.2 Does the bidder have an existing relationship with a PEP/PIP? **YES/NO**

3.3 Where a relationship with a PEP/PIP exists, the bidder is required to furnish particulars of the nature of the exposure, term of the office and description of activities relating to exposure, in table below.

Name of PEP/PIP & Nature of the Exposure/Influence	Term of the office	Description of activities relating to Exposure/Influence

3.4 Declaration:

I/We the undersigned _____ (Name) hereby certify that the PEP/PIP information furnished in this bid document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this bid, PRASA may disqualify our bid or terminate a contract we may have with PRASA where we are successful in this tender.

Signature

Date

Position

Name of bidder

² Both foreign and domestic politically exposed person as specified in Schedule 3A and 3B of the Financial Intelligence Centre Act No. 38 of 2001 as amended. (refer to Annexure 2 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties).

³ As reflected in Schedule 3C of the Financial Intelligence Centre Act No.38 of 2001 (refer to Annexure 2.1.2 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties).

⁴ Clause 4.5 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties.

4 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 consortium⁵ 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, 3 and 4 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

⁵ 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.

SBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

1. GENERAL CONDITIONS

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

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

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

- a) Either the 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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.

The maximum points for this tender are allocated as follows:

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

1.4 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.

1.5 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

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

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

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

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

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—
- 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
 - 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)	Acceptable Evidence
B-BBEE contributor status of at least level 2	10		BEE Certificate / Affidavit (in case of JV, a consolidated scorecard will be accepted)
Black Woman Owned	10		Certified copy of ID Documents of the Owners
TOTAL	20		

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:

.....

.....

.....

SECTION 7

CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING

Request number:	KZN/RAIL/2025/03/07/Q
Request for Proposal:	APPOINTMENT OF A SERVICE PROVIDER FOR THE TRACK AND FORMATION REPAIRS BETWEEN ISIPINGO AND UMBOGINTWINI FOR PRASA RAIL KZN

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**PART A: GENERAL****CONTENTS**

- A.1 SCOPE OF WORK
- A.2 ADMINISTRATION OF THE CONTRACT
- A.3 CHANGE OF NAME
- A.4 STANDARD SPECIFICATIONS AND INSTRUCTIONS OF PRASA KZN
- A.5 CONSTRUCTION REGULATION REQUIREMENTS
- A.6 DOCUMENTS THAT MUST BE RETURNED AS PART OF THE TENDER
- A.7 CONSTRUCTION PROGRAMME
- A.8 SECURITY AND RETENTION
- A.9 DURATION OF CONTRACT
- A.10 PENALTIES FOR LATE COMPLETION
- A.11 MATERIAL AND LABOUR TO BE SUPPLIED BY PRASA KZN
- A.12 MATERIAL AND LABOUR TO BE SUPPLIED BY THE CONTRACTOR
- A.13 PENALTIES FOR DELAYS TO RAILWAY WAGONS
- A.14 SITE
- A.15 SITE SERVICES
- A.16 SERVICES
- A.17 CLEARING OF SITE
- A.18 HOURS OF WORK
- A.19 OCCUPATIONS AND WORK PERMITS
- A.20 PENALTIES FOR ILLEGAL OCCUPATION
- A.21 CO-OPERATION WITH PRASA KZN 'S TRAIN SERVICES PERSONNEL
- A.22 PENALTIES FOR DELAYS TO TRAINS
- A.23 SAMPLES AND TESTING
- A.24 SITE MEETINGS
- A.25 DAY WORK
- A.26 PLANT HIRE
- A.27 LABOUR AND PLANT RETURNS
- A.28 SITE INSTRUCTION BOOK AND SITE DIARY
- A.29 MEASUREMENT AND PAYMENT
- A.30 INCREASE OR DECREASE IN COSTS OR ESCALATION
- A.31 VALUE-ADDED TAX
- A.32 INSURANCE

PART A: GENERAL**A.1 SCOPE OF WORK**

This contract covers the track and track formation repairs Isipingo and Umbogintwini Railway Stations and any other work arising out of, or incidental to the above or required from the Contractor for the proper completion of the WORKS in accordance with the true meaning and intent of the contract documents.

A.2 ADMINISTRATION OF THE CONTRACT

For the purpose of this contract, "Engineer" means the Regional Perway Engineer, PRASA KZN or his duly authorised representative or any person lawfully acting in that capacity.

A.3 CHANGE OF NAME

Wherever reference is made to "South African Railways"; "South African Railways and Harbours"; "South African Transport Services"; "Administration"; "SPOORNET" or "Transnet" in the Standard Specifications, as listed in clause A.14 below, it shall be changed to read "PRASA KZN" KZN.

A.4 STANDARD SPECIFICATIONS AND INSTRUCTIONS OF PRASA KZN

The following specifications, instructions and documents shall, inter alia, form part of this contract:

- (i) The project specification
- (ii) The schedule of quantities
- (iii) Specification for safety arrangements and procedural compliance with the Occupational Health and Safety Act: Act 85 of 1993 and Regulations of the GCC
- (iv) General conditions of contract,

A.5 CONSTRUCTION REGULATION REQUIREMENTS

A.5.1 The Construction Regulations 2014, part of the Occupational Health and Safety Act, 1993, will be applicable to this contract. The contractor is to ensure familiarity with and compliance to the regulation. The regulation can be obtained from the Department of Labour. The contractor is to ensure that the prices tendered for this contract make allowance for all the requirements of the regulation. PRASA KZN will consider the prices tendered to include the requirements of the regulation.

A.5.2 As part of the Construction Regulations, 2014, PRASA KZN has to provide the following documentation to the contractor:

- (i) Risks on site

A preliminary risk assessment has been done by the Technical Officer in charge of this contract. This can be found in Annexure 1. This serves to highlight to the Contractor, the risks and hazards on the site of works. This will assist with the compilation of the health and safety programme, the method statement as well as the prices tendered by the contractor.

- (ii) Aspects that must be covered in the Health and Safety Programme

To assist with the compilation of the Health and Safety Programme by the contractor, PRASA KZN has provided a list of elements which should be found in the plan. This can be found in Annexure 2. This list is not necessarily complete, and the contractor is allowed to include other elements which are deemed important. Refer to clause A.6.1.1.3 for further details of the composition of the Health and Safety Programme. The Health and Safety Programme, as submitted by the contractor, will be discussed and amended, if necessary before work on site begins (Refer to clause A.6.1.1.4).

- (iii) Safety specifications of PRASA KZN

The E7/1 and the GCC specifications are included as part of the tender document.

A.6 DOCUMENTS THAT MUST BE RETURNED AS PART OF THE TENDER

A.6.1 The following documents must be returned by the contractor as part of the tender submitted:

A.6.1.1 As per clause 6 of the E4E as well as clause 28.3 of the GCC the Contractor is responsible for the development of and adherence to a health and safety programme as detailed below: Health & Safety Programme Health & Safety Programme.

A.6.1.1.1 The Contractor shall, with his tender, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him to ensure compliance by him with the Act and Regulations and particularly in respect of :-

- (i) The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his employees and subcontractors in terms of section 8 of the Act.
- (ii) The execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety,
- (iii) Ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

A.6.1.1.2 The Contractor's Health and Safety Programme shall be based on a risk analysis in respect of the hazards to health and safety of his employees and other persons under their control, that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.

A.6.1.1.3 The Health and Safety Programme shall include full particulars in respect of: -

- (i) The safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable.
- (ii) The safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations;
- (iii) The safety equipment, devices and clothing to be made available by the Contractor to his employees;
- (iv) The site access control measures pertaining to health and safety to be implemented,
- (v) The arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his employees, subcontractors and the Technical Officer with particular reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 6 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and
- (vi) The introduction of control measures for ensuring that the Safety Programme is maintained and monitored for the duration of the Contract.

A.6.1.1.4 The Health and Safety programme shall be subject to the Technical Officer's agreement and he may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor or that different working methods or safety equipment be used or safety clothes be issued which, compliance by the Contractor with his obligations as an employer in terms of the Act and Regulations. The Technical Officer or his deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.

A.6.1.2 Proof of Registration with Compensation Commissioner

As per clause 28.2 of the GCC the Contractor shall submit proof of registration and good standing with the Compensation Commissioner, in terms of Act 130 of 1993 before commencing with the works

A.6.1.3 Method Statement

The Contractor shall submit, with his tender, a detailed method statement indicating the method or process the contractor will use to complete the works. Mention will have to be made of the machinery, tools and equipment that the contractor intends using for each stage of the works.

A.6.2 Failure to provide these documents with the tender submitted will render the tender incomplete and the tender will therefore not be considered for award of business

A.7 CONSTRUCTION PROGRAMME

The Contractor shall submit a detailed programme indicating the tasks and duration within one week once tender awarded.

A.8 SECURITY AND RETENTION

A.8.1 Void.

A.9 DURATION OF CONTRACT

A.9.1 This contract shall commence from the date of site handover and shall continue for a maximum period of three (3) months (contractor can submit a shorter time frame) which period shall include any statutory and builder's holidays falling within this period specified.

Commented [SM1]: We need to change this to "at the date of site handover and shall continue

A.10 PENALTIES FOR LATE COMPLETION

Should the Contractor fail to complete the WORKS by the date stipulated in the contract or such extended period as may be allowed, they shall pay PRASA KZN as penalties in terms of the Conventional Penalties Act of 1962, as amended, the sum of R1000.00 one thousand Rand) South African currency, per day of part thereof beyond the completion date, as defined in A.9.1.

A.11 MATERIAL AND LABOUR TO BE SUPPLIED BY PRASA KZN

Void

A.12 MATERIAL AND LABOUR TO BE SUPPLIED BY THE CONTRACTOR

A.12.1 The Contractor shall provide all Supervision and Labour necessary for the proper execution and completion of the WORKS.

A.12.2 PRASA KZN support BBBEE The Contractor shall make extensive use of labour of the local communities. When called upon by the Engineer, the Contractor shall provide documentary proof in this regard.

A.12.3 The Contractor shall supply a protection and supervision in the form of qualified Track Masters with valid trains working rules and category C certificate and qualified flagmen with (the certification for these Protection personnel to be inclusive of valid certification and proof of refresher training received) for the personnel at the working site/s

A.13 PENALTIES FOR DELAYS TO RAILWAY WAGONS

Void

A.14 SITE

The location and extent of the site is the south coastline within the PRASA KZN region and will be pointed out during the site inspection. Access to the site is by public roads as well as by the service roads along the railway line. The Contractor must acquaint themselves with the available access to the site and the condition of the roads during the site inspection. PRASA KZN will not be liable to ensure all weather passage on the service roads.

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

A.15 SITE SERVICES

The Contractor shall make his own arrangements for the supply of water (for all purposes), light, power, sanitation and telephones, as required on the site.

A.16 SERVICES

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 works along the Umlazi line in the PRASA KZN region 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 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 Engineer. If a known service is damaged, the Engineer must be notified immediately and all work on site must stop until the extent of the damage is quantified.

A.17 CLEARING OF SITE

The Contractor shall clear the site for his camp and the cost thereof shall be included in the rates tendered. The contractor is to ensure that each site on which he works is cleared of all waste on completion of the day's work. The waste must be disposed of at a registered dumping site. Final payment will not be made unless all waste is removed from site and the site is clean.

A.18 HOURS OF WORK

- Attention is directed to the provision of clause 23.4 of GCC. No work will be permitted outside normal working hours, on Sundays, Saturdays and Public Holidays, unless the permission of the Engineer has been obtained in writing.
- The permission will only be granted to suit occupation periods granted or in other exceptional circumstances and under such conditions the Engineer may decide.
- Normal working hours shall mean the period from 08:00 to 16:00 on normal weekdays.
- Overtime working hours shall mean the period from 08:00 to 17:00 on weekends and public holidays

A.19 OCCUPATIONS AND WORK PERMITS

A combination of between trains and total occupations will be granted for all works. Total occupation will be granted from 08:00 to 15:30 on weekdays and weekends. The Contractor through the Project manager shall apply for occupations 14 days in advance. Late applications will not be considered. Penalties for late completion will not be waived should the contractor not apply for occupations in time. Also refer to clause A.7 and B.1.1.

A.20 PENALTIES FOR ILLEGAL OCCUPATION

The Contractor is not allowed to work on site without an occupation notice or the required protection. Should the Contractor perform any work on site, without an occupation notice or without the required protection, then the Contractor shall pay to PRASA KZN, a penalty of R10, 000.00 (Ten Thousand Rands).

A.21 CO-OPERATION WITH PRASA KZN TRAIN SERVICES PERSONNEL

PRASA personnel shall liaise and co-operate with the staff of PRASA KZN during any type of occupation at all times and in all respects, to obviate any delays. Should any train service be affected due to the negligence on the part of the Contractor, penalties will be raised in terms of clause 33 of the E7/1 Specification. See clause A.22 for amounts that will be charged for delays to the train service.

A.22 PENALTIES FOR DELAYS TO TRAINS

Should the Contractor cause delays to the train service, either by late finish of daily occupation or inability to comply with the working programme and scheduled occupations, then the Contractor shall pay to PRASA KZN, a penalty of R80.00 per minute per train that was delayed.

A.23 SAMPLES AND TESTING

The Contractor shall make available, all material certification test results that will be used to complete the works.

A.24 SITE MEETINGS

Site liaison meetings will be arranged by the Engineer as necessary. The Contractor or his duly authorised representative shall be available when called upon to attend site meetings with the Engineer or his representative.

A.25 DAY WORK

No work shall be performed on a day work basis, General, ordered by the Engineer.

Day work rates tendered per hour should include all overhead charges, transport to and from the site, use of tools and equipment and any direct costs.

A.26 PLANT HIRE

In the Schedule of Quantities and Prices, provision has been made for plant required to be used on the WORKS. Tendered rates per hour shall include all costs for the operation of such plant, including operator, fuel, incidentals and any other indirect costs to tender such plant operational in terms of clause 11.1 of the E.4E

A.27 LABOUR AND PLANT RETURNS

Labour and Plant returns are required to be submitted weekly by the Contractor to the Engineer giving the following information:

- (i) All labour engaged on the site for each working day.
- (ii) All plant engaged on site for each working day.
- (iii) Progress in (%) percent.

A.28 SITE INSTRUCTION BOOK AND SITE DIARY

A.28.1 PRASA KZN provides a site instruction book for any instructions that need to be issued to the Contractor. The Contractor will have to sign for all instructions issued and will be issued with copies of the instructions.

A.28.2 The contractor will be responsible for keeping a site diary with all information related to the contract. This diary will have to be kept to make record of rain delays, production for the day, visitors to the site, expected date of material delivery, material delivered daily, labour and plant on site each day, etc. This will have to be filled in daily and will be called for should there be a request for an extension in contract period.

This contract and the Contractor's performance will be evaluated. The evaluation will be done for the duration of the project by the Project Manager/Engineer in conjunction with the Contractor. This performance will be documented.

A.29 MEASUREMENT AND PAYMENT

Measurement and payment will be as per the schedule of quantities. See clause **B3** for details of the schedule of quantities.

A.30 INCREASE OR DECREASE IN COSTS OR ESCALATION

No contract adjustment or escalation factors are applicable to this contract.

A.31 VALUE-ADDED TAX

- (i) Value added tax in terms of the Value-added Tax Act No. 89 of 1991 should not be included in the tendered rates. Provision is made in the Schedule of Prices/Summary of Prices for the lump sum addition of value added tax.
- (ii) The total price inclusive of Value-added Tax shall be carried forward to the Tender form.
- (iii) ~~For the VAT registered vendors the total price should take into consideration the VAT increase of 0,5% as from 1st of May 2025.~~
- (iv) Value-added Tax shall be reflected on monthly contract payment certificate but paid separately on the presentation of a VAT-invoice by the contractor.
- (v) The value of work reflected on the VAT-invoice must correspond with the nett amount indicated on the contract payment certificate.

A.32 INSURANCE

The Contractor will be responsible for insurance of all tools, equipment, vehicles and labour that will be used on this contract, as per clause 34 of the GCC

Commented [SM2]: To add this line on all and then review our pricing schedule to include the vat increase after 01 May

PART B: PROJECT SPECIFICATION

B.1 SCOPE

This specification covers the repairs to the track and track formation rehabilitation and all necessary works between Isipingo and Umbogintwini at kilometre point **QB 15/449** in PRASA KZN region and any matter arising out of, or incidental to the above or required from the Contractor for the proper completion of the works in accordance with the true meaning and intent of the contract documents:

- B.1.1 Clear and grub site for access and work activities.
- B.1.2 Remove all type of waste complete from site to a Municipality dumping site.
- B.1.3 Breakup track (cutting of rails will be done with rail discutter).
- B.1.4 Remove all sleepers and fastenings.
- B.1.5 Clear excess excavated material.
- B.1.6 Prepare base for layer works.
- B.1.7 Construct formation layers as per TFR S410
- B.1.8 Supply and install ballast material.
- B.1.5 Lay the sleeper and reinstate the rails
- B.1.6 Track welding
- B.1.7 Hand Screening of track
- B.1.8 Ballasting, profiling and lift and pack track.

B.2 SPECIFICATION AND ACCEPTANCE OF WORK

B.2.1 SPECIFICATION

B.2.1.1 Track Formation

- B.2.1.1.1 G5 material to be used for formation layer works
- B.2.1.1.2 G5 material to be placed at 150mm layers -measured after compaction and compacted to 97% MOD AASHTOO
(Proof to be submitted) and optimum moisture content.
- B.2.1.1.3 Re-profile embankment to a natural slope of 1:15 after construction.
- B.2.1.3.4 Track geometry and ballast profile to be finalized to "B" standard

B.3 LOCATION

- Between Isipingo and Umbogintwini Stations

B.4 STANDING TIME

When the Contractor has been ordered to work and is available for work, but is not working due to a requirement, act or omission on the part of PRASA KZN or any other Contractor working for PRASA KZN, the Contractor will be paid standing time.

- B.4.1 Only for time falling within the hours of duty specified.
- B.4.2 Inclement weather.

An authorised representative of PRASA KZN (Project manager or Engineer) must certify the time claimed as standing time.

B.5 PROTECTION

See clause A.12.3

B.6 SECURITY AND RETENTION MONEY

No security and retention are applicable to this contract.

B.7 ESCALATION

No contract price adjustment factors are applicable to this contract.

B.8 VALUE ADDED TAX

V.A.T shall be calculated and written down as a separate subtotal to the contract value

B.9 TO BE SUPPLIED BY THE CONTRACTOR

- B.9.1 The Contractor shall supply all labour, plant, consumable materials, tools, safety equipment, disposal certificate and fuel necessary for the completion of the works unless otherwise stipulated elsewhere in this specification.
- B.9.2 The Contractor shall provide all measuring teams and equipment and shall perform and record all measurements, relating to work, deemed necessary by the Engineer.
- B.9.3 The Contractor or his teams will not be allowed into the operating tunnel without the necessary personal protective equipment necessary such as high visibility vests, safety boots, and gloves.
- B.9.4 The Contractor must supply all material all necessary tools to carry out the work specified on the specification and bill of quantities.
- B.9.5 The Contractor will be required on instruction of the Engineer to supply more labour or teams than specified in the schedule of quantities within 48 hrs of notice in the event of emergencies or extra work. *Falling to respond within the required time, penalties will be charged.*

PRASA KZN reserve the right to inspect all tools and equipment on site at any given time.

B.10 TO BE SUPPLIED BY PRASA KZN

PRASA KZN will thermit potions only.

B.11 SAFETY

Safety will not be compromised and the contractor to ensure that all safety equipment including reflective vests to be worn at all times. Work area to be demarcated with reflective tape.

B.12 STANDARDS OF WORKMANSHIP

- B.12.1 The standards as specified in this specification for track formation layer works, hand screening and welding will apply.
- B.12.2 The site shall be left neat and tidy on completion.

B.13 CLEARING OF SITE

All excess and discarded material shall be totally removed from the site. The works will not be deemed completed unless the site is cleared to the satisfaction of the Technical officer.

B.14 MEASUREMENT AND PAYMENT

- B.14.1 The unit of measurement will be as per unit of measure or part thereof.
- B.14.2 Payment will only be made for those items mentioned in the Schedule of Prices, after being certified by the Project Manager.
- B.14.3 Payment will be made per unit of measure or part thereof that the contractor is on site and engaged in tasks given by PRASA KZN only.

B.15 SITE ACCESS

The Contractor must make all arrangements to the necessary authorities. No access to site via PRASA KZN property will be granted without permission from the Technical Officer / Project Leader.

BOQ/ PRICING SCHEDULE

BILL OF QUANTITIES AND PRICES EMERGENCY WORKS FOR TRACK REPAIRS BETWEEN ISIPINGO AND UMBONGITWINI STATIONS				
Item	Description	Unit	Quantity	Amount
	SECTION A: PRELIMINARIES AND GENERAL			
A.1.	Fixed-charge items			
A.1.1	Facilities for Contractor including offices, storage sheds, laboratories, living accommodation, ablution and latrine facilities, tools and equipment, water supplies, electric power, communication, setting out of works, dealing with water, security and access	Sum	1	R
A.1.2.	Removal of Site establishment	Sum	1	R
A.1.3.	Allow for all fixed related items to comply with the contract conditions	Sum	1	R
A.1.4.	Comply with all environmental requirements	Sum	1	R
A.1.5.	Comply with all health and safety requirements	Sum	1	R
A.1.6.	Work within a 3m radius of OHTE that requires occupation of the line. (Provisional Sum)	Sum	1	R
A.2	Time-related items			
A.2.1.	Operate and maintain facilities on site	Sum	1	R
A.2.2.	Provision of security services (for a period of 3 months)	Sum	1	R
A.2.3.	Supervision (for a period of 3 months)	Sum	1	R
A3	Protection			
A.3.1	Train Protection in Accordance with Train Working Rules (1 Trackmaster with valid C Green and 2 Flagmen) (Provisional)	Day	60	R
A.4	Community Liaison Officer (Provisional)	Lump Sum	1	R
	Total carried over to Summary			R

Item	Description	Unit	Quantity	Amount
B.1	SECTION B: TRACK FORMATION REPAIRS			
B.1.1	Clear vegetation for access and work purposes	Sum	1	R
B.1.2	Cut the rail and remove including sleepers for re-use	Sum	1	R
B.1.3	Prepare the damaged area for reconstruction	Sum	1	R
B.1.4	Supply and lay G5 material from the bottom to the top (Provisionally)	M ³	280	R
B.1.5	Supply and lay ballast to repair the eroded section	M ³	50	R
B.1.6	Density test at 10m intervals and every 0.2m depth	No	20	R
B.1.7	Reinstate the tracks (sleepers, ballast and tracks)	Sum	1	R
B.1.8	Welding of track - exothermic (Provisionally)	No	6	R
B.1.9	Screening of tracks by hand both lines	m	1000	R
B.1.10	Supply and install ballast to a profile of N2 class track	M ³	1200	R
	Total carried over to Summary			R

Section No	Description	Price
A	PRELIMINARIES AND GENERAL	R
B	SECTION B: TRACK FORMATION REPAIRS	R
C	SUB TOTAL 1 (A+B)	R
D	CONTINGENCIES (at 10% of C)	R
E	SUB TOTAL 2 (C & D)	R
F	VAT (at 15%) (at 15% of M)	R
G	TOTAL (incl. VAT) (E & F)	R