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PASSENGER RAIL AGENCY
OF SOUTH AFRICA

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REQUEST FOR QUOTATION

RFQ: SPECIFICATION / SCOPE OF WORK

PURPOSE OF SUBMISSION	To seek approval for appointment of a service provider for the rehabilitation of service roads in the Gauteng Region
DESCRIPTION OF GOODS / SERVICES / WORK	Rehabilitation of service roads in the Gauteng Region
REQUEST FOR PROPOSAL NUMBER	
DIVISION	Metrorail Gauteng Region
USER DEPARTMENT	Infrastructure Perway
DATE SUBMITTED	



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1. INTRODUCTION

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

Gauteng Region consists of the following corridors:

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



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- Pretoria/Belle Ombre–De Wildt/Mabopane: services Pretoria, Pretoria North, Ga-Rankuwa and Soshanguve
- Pretoria–Pienaarspoort: services Pretoria, Hatfield and Mamelodi

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

2. BACKGROUND

2.1 STATUS QUO

Metrorail Gauteng province has been facing significant challenges regarding restricted access to PRASA assets and Signal cabins in the province, where potholes and blocked access caused by illegal trenching and dumping are the biggest challenges to Infrastructure maintenance teams, Train Operations and Protection services patrol teams. It is in the interest of PRASA business that the service provider is outsourced to carry out the rehabilitation of service roads along the servitudes of Metrorail Gauteng network.

2.2 PROBLEM STATEMENT

The service road conditions in all sections are in a bad state where in most of the areas soil erosion occurred, vegetation overgrown could lead to fire hazard if is not attend too, potholes and illegal dumping which make it difficult to access the PRASA assets for patrol and maintenance purpose. Serious maintenance problems are being experienced regarding non-access along the railway tracks by means of maintenance vehicles and Infrastructure maintenance teams. Requirements of the service road maintenance is crucial during rainy season, where serious and major wash away and over flooding of railway lines occur, resulting in the railway lines closure and train delays. Due to budget allocation constraints, we have exceeded the normal maintenance cycle for the service roads and as a result are embarked on an “as and when” maintenance project for the current financial year and next financial year to ensure that service roads are maintained and are in good conditions.

2.3 PICTORIALS



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Tlb open earth drainage at Geldenhuis



Tlb open service road and drain at Princess



Illegal dumping on the service road



Installation of stormwater pipes

3. SCOPE OF WORK AND AREA OF FOCUS

PRASA intends to rehabilitate and upgrade portions of gravel roads within the METRORAIL Gauteng Province.

3.1 EXTENT AND COVERAGE OF THE PROPOSED PROJECT

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



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4. SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

4.1 NATURE OF WORK

- 4.1.1 PRASA RAIL intends to upgrade portions of gravel roads within the PRASA Gauteng Province.
- 4.1.2 The work must be done simultaneously by one team in the Gauteng North and one team in Gauteng South
- 4.1.3 PRASA RAIL reserves the right to accept the whole or a portion of the tender, as listed in the schedule of quantities and prices.
- 4.1.4 The tendered prices shall take into account and include all machines, plant and Consumables required for the proper completion of the work.

4.2 SUFFICIENCY OF TENDER

- 4.2.1 The contract will only be awarded to a tenderer who has a proven record of wide experience in road works in South Africa.
- 4.2.2 The Contractor shall inspect and examine the site and its surroundings and shall satisfy himself or herself with measurements, etc. before submitting his or her RFQ as to the form and nature of the site, the quantities and nature of the work, and material necessary for completion of the works, the means of access to the site, shall consider and take into account any security and risks, contingencies and other circumstances that may influence, or affect his or her tender.

4.3 DURATION OF CONTRACT

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

4.4 COMPLIANCE WITH STATUTES

- 4.4.1 The Contractor's procedures shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities

4.5 TO BE PROVIDED BY PRASA



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

- 4.5.1 PRASA will make available old, rejected ballast material where available next to the track that can be used in the base layer. The extraction and transport of the material shall be undertaken by the Contractor and the cost thereof shall be included in the rates.
- 4.5.2 A Site Access certificate. The Contractor will not be allowed to start with any part of the contract on site before a signed certificate has been issued.

4.6 TO BE PROVIDED BY THE CONTRACTOR

- 4.6.1 In addition to all labour, materials, plant, equipment and incidentals needed to complete the work, the Contractor shall provide all accommodation and toilet facilities for his or her employees.
- 4.6.2 The Contractor shall provide at his or her own cost any security measures he or she may deem necessary for safe and effective execution of the work within the contract area for the duration of the contract.
- 4.6.3 The Contractor shall provide at his or her own cost a Site Instruction Book, a Site Dairy and a Safety File to be handed to the Technical Officer at the award of the contract. Work will not be allowed to commence without proof that the Safety File was approved by the PRASA Risk department.
- 4.6.4 A work program shall be submitted to the Technical Officer within 1 week from the date of the acceptance of the tender in the form of bar chart with sufficient detail to show clearly how the works will be performed.
- 4.6.5 The contractor is responsible to appoint the safety officer fulltime on site whose sole responsibility will be to manage and monitor safety related issues on site.
- 4.6.6 It is the responsibility of the contractor to provide security on site for equipment, material and personnel for the duration of the contract.

4.7 SCHEDULE OF QUANTITIES AND PRICES

- 4.7.1 The quantities in the Schedule of Quantities are estimated and may be increased or decreased in accordance with operational requirements and budget constraints. The Contractor shall submit with his or her tender a complete and detailed priced schedule (prepared in black ink) for the work.
- 4.7.2 Each item shall be priced by the Tenderer. If the Contractor has omitted to price any items in the schedule, the tender may be rejected as incomplete.



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- 4.7.3 The short description of the items in the schedule is for identification purposes only. The Minor Works Contract together with the Special Conditions of Contract and Specifications shall be read in conjunction with the schedules, and in so far as they have any bearing, shall be referred to for details of the description, quality, and test of plant and material used, and the workmanship, conditions, obligations, liabilities, and instructions generally which shall be complied with in carrying out the Contract. The cost of complying with all conditions, obligations and liabilities described in the contract documents including profit, shall be deemed to be included in the rates quoted by the Contractor in the schedule of quantities and prices.

4.8 CONTRACT PRICE ADJUSTMENT

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

4.9 SITE MEETINGS

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

4.10 SITE BOOKS

- 4.10.1 The site Instruction Book shall have triplicate numbered sheets for receiving and recording instructions by the Technical Officer and shall be clearly marked "Site Instruction Book".
- 4.10.2 The triplicate Site Diary shall be clearly marked "Site Diary". At the end of each day a line shall be drawn below the last entry of the day and both the Contractor and a Technical Officer/his or her Deputy shall sign across the line. If no entry was made, a "NIL" return must be entered and signed. The two carbon copies are for the Contractor and Technical Supervisor's files respectively.
- 4.10.3 Any claim arising from delays which cannot be substantiated by reference to the Site Diary will not be considered.
- 4.10.4 This Site Diary shall serve as a daily record of all relevant information concerning work done during the day and site conditions prevailing on site.
- 4.10.5 Only persons authorized in writing by the Technical Officer or Contractor may make entries in the site books.



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

4.10.7 The Contractor must always keep a copy of the approved Safety File available on site.

4.11 INFORMATION TO BE PROVIDED WITH TENDER

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

- 4.11.1 Full description of the plant and work methods to be used for all aspects of the work required ensuring performance as specified.
- 4.11.2 Whether the tenderer intends to work on Saturdays, Sundays or Statutory holidays or is prepared to work on such days if required to do so by PRASA.
- 4.11.3 The Schedule of Quantities and Prices must be completed in full.
- 4.11.4 An undertaking that all equipment will be ready for operation and that the work can commence timeously, to comply with requirements of the contract.
- 4.11.5 A detailed construction program shall be submitted with the tender.

4.12 PENALTIES AND REMEDIAL WORK

- 4.12.1 The provisions in the Minor Works 287 contract, pertaining to "penalties for late completion" shall apply to this contract. Where the Contractor fails to complete the work within the contract period a penalty amount of R10 000.00 per day will be applied.
- 4.12.2 Any trains delayed and/or cancelled caused by the Contractor for whatever reason, will be for his account. Penalties for trains delayed/cancelled will be at rate of R5000.00 per hour or part there-of no matter the amount of trains delayed/cancelled. The time will be recorded in the Site Diary

4.13 UNDERGROUND SERVICES

4.13.1 Before work start on a section the Contractor must ascertain himself or herself about services such as:

- a) Electrical underground cables
- b) Telecoms underground cables



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- c) Underground Signalling cables
- d) Water pipes.

4.13.2 Before any excavations take place, the Contractor must contact the relevant department(s) to ensure their presence on site while excavating anywhere near the underground services.

4.13.3 The Contractor will be held responsible for the repair of any damage to all known services and assets.

4.14 DEFINITIONS

4.14.1 **Technical Officer:** It is the Metrorail's Regional Engineer (Perway), his or her appointed Deputy or any person lawfully acting in that capacity.

4.14.2 **Re-surface:** Means the ripping of the in-situ layer to a depth of 150mm and the provision, raising, placement, mixing and compaction to a minimum 93% MOD.AASHTO of 150mm layer(s) of gravel or rejected ballast with the in-situ material to form the base layer, as well as the provision, placement and compaction to a maximum 95% MOD.AASHTO of 150mm layer(s) of G5 material to form the top layer.

4.14.3 **Raising:** Means lifting the level of the road to a minimum of 300mm above the natural ground level adjacent the road.

4.14.4 **Re-shape:** Means the ripping of the in-situ layer to a depth of 150mm, grading it to the requested road profile and compacting it to a minimum 93% MOD.AASHTO.

4.14.5 **Scraping:** Means the levelling and shaping of the gravel road surface with a grader.

4.14.6 **Compact:** Means wetting of loose soil to the optimum moisture content and compacting it to the required percentage MOD.AASHTO.

4.15 STANDARD OF WORKMANSHIP



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- 4.15.1 The Contractor shall survey the selected portions of roads, prior to any construction work, and shall provide PRASA with an accurate and detailed longitudinal and cross section diagrams of the portions of the road surveyed at intervals as instructed by the Technical Officer.
- 4.15.2 The volumes derived from the cross section will form the basis to determine the cost and payment for the portion of road worked on.
- 4.15.3 The Contractor shall shape and construct the road in accordance with the attached cross section diagrams, including raising the level of the road above the natural ground level and the establishment of “v” drains adjacent the road to direct and divert storm water away from the track and road.
- 4.15.4 All excess soil (windrows) resulting from the scraping and resurfacing shall be levelled or removed as agreed.
- 4.15.5 All material used to raise the road level, or resurface the roads shall be provided, placed, wetted and compacted in layers not exceeding 150mm layers to a minimum of 93% MOD.AASHTO.
- 4.15.6 The Contractor shall apply extreme care when working near live high voltage power lines, railway tracks, and bordering private property.
- 4.15.7 The Contractor shall implement safe working practices and precautions to safeguard his personnel and prevent damage to infrastructure.
- 4.15.8 The Contractor shall follow and abide by the prescriptions as specified in the E7/1 (Specifications for works on, over, under, or adjacent to railway lines and near high voltage equipment, where applicable.)
- 4.15.9 The Contractor shall appoint a responsible representative at the site, who shall be present while the works is in progress and ensure that safe working practices are implemented.

4.16 PROGRAMME OF WORK

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

4.17 PERFORMANCE MONITORING AND EVALUATION



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

4.17.2 The Technical Officer shall at any time during the contract period carry out inspections of the Contractor's performance methods and procedures.

4.17.3 During these inspections conformance to the standards of workmanship shall be evaluated.

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

4.18 REMEDIAL WORK AND NON-PERFORMANCE

4.18.1 The Contractor shall implement immediate remedial action of rejected work.

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

4.18.3 In the case of failure by the Contractor to execute the work in accordance with the contract document, PRASA shall reserve the right to cancel the contract with immediate effect. Monies owed to the Contractor for work done and accepted up to the time of cancellation shall first and foremost be applied by PRASA to remedy the non-performance of the Contractor in terms of the contract for purpose of limiting damages to PRASA.

4.19 MEASUREMENT AND PAYMENT

Payment will be based on the Contractor's rate per item as listed in the Schedule of Quantities and Prices and for which the Contractor successfully upgraded the road in accordance with the specifications.

5.19.1 Scraping of Road

ITEM 1: Scraping of road

Unit: m²

Payment will be made per square meter road that was levelled and shaped to the required road profile with a grader as described elsewhere in this specification.

5.19.2 Re-shape Road



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ITEM 2: Re-shape Road

Unit: m²

Payment will be made per square meter road that was ripped, compacted and shaped to the required road profile as described elsewhere in this specification.

5.19.3 Re-surface Road

ITEM 3.1: Re-surface Road: Base layer: Gravel material

Unit: m³

ITEM 3.2: Re-surface Road: Top layer: G5 material

Unit: m³

Payment will be made per cubic meter material that was imported to do the work including the ripping, mixing, wetting, compacting and shaping the road to the required road profile as described elsewhere in this specification.

5.19.4 Provide Survey Cross-sections

ITEM 4: Provide Cross-sections

Unit: meter

Payment will be made per meter cross-section provided by a qualified surveyor to do the work as described elsewhere in this specification.

5.19.5 Provide Survey Longitudinal-sections

ITEM 5: Provide Survey Longitudinal-sections

Unit: meter

Payment will be made per meter longitudinal-section provided by a qualified surveyor to ensure that the road is built at the correct levels and to allow stormwater to drain away from the track and the road.

5.19.6 Provide 350 Diameter Concrete Pipes

ITEM 6: Provide and install 350mm diameter Concrete pipes

Unit: meter

Payment will be made per meter 350mm diameter concrete pipes installed beneath the road in G5 material compacted to 95% MOD.AASHTO to drain storm water away from the track.

5.19.7 Provide 450 Diameter Concrete Pipes

ITEM 7: Provide and install 450mm diameter Concrete pipes

Unit: meter

Payment will be made per meter 450mm diameter concrete pipes installed beneath the road in G5 material compacted to 95% MOD.AASHTO to drain stormwater away from the track.

5.19.8 Provide 600 Diameter Concrete Pipes

ITEM 8: Provide and install 600mm diameter Concrete pipes

Unit: meter

Payment will be made per meter 600mm diameter concrete pipes installed beneath the road in G5 material compacted to 95% MOD.AASHTO to drain stormwater away from the track.



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5.19.9 Provide Reinforced Concrete

ITEM 9.1: 25 Mpa Reinforced Concrete (Ready Mix) Unit: Cubic meter

ITEM 9.2: 15 Mpa Reinforced Concrete (Hand Mix) Unit: Cubic meter

Payment will be made per cubic meter concrete placed with nominal reinforcement and it will include all related work to do the work such as shuttering, offloading, trimming, curing, etc.

It will be used for 150 mm thick storm water causeways, etc for small concrete work next to or across the road. The slope and width of the causeways will be agreed on site and written in the Site Instruction Book.

5.19.10 Compaction Tests

ITEM 10: Compaction Tests Unit: Each

Payment will be done for each compaction test done on completed work when asked to be done by the Technical Officer. Payment will only be done on tests that are equal to or above the specified MOD.AASHTO.

5.19.11 Day Labour

ITEM 11.1: Payment for a Surveyor Unit: Hour

ITEM 11.2: Payment for a Supervisor Unit: Hour

ITEM 11.3: Payment for Labourers Unit: Hour

These rates for labour will apply to work not covered in this contract.

5.19.11.1 The number of labourers and the time to complete a task must be agreed to before commencement of the work by an inscription in the Site Book signed by both parties.

5.19.11.2 These rates must include transport and general hand-tools and equipment required to do any work specified in this contract as well as normal garden maintenance tools and small fence repair work.

5.19.11.3 A day labour rate of 1.5 (one point five) and 2 (two) times the Day Labour rates will be applied respectively for Overtime and Sunday time.

5.19.12 Hire a TLB

A 4X4 TLB with minimum size of 1.6m³ bucket capacity.

ITEM 12: Hire of TLB Unit: Hour

Payment will be made per hour for work done with a TLB on a basis that it must be available to work for a minimum of 8 hours per day.



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Rate to include transport, consumables and an operator.

4.20 SAFETY

- 4.20.1 The Contractor shall comply with requirements of safety legislation and regulations in all respects. (Refer to the attached documents E4E and SPK E7/1)
- 4.20.2 The method of sleeper replacement shall be such that work may proceed either under “total occupation” or “between trains occupation” and at all times comply with PRASA Rail specification (refer to the specification SPK E7/1)
- 4.20.3 Normal protection measures in accordance with the PRASA Rail General Operating Instruction No 1, (Part 1) shall apply.
- 4.20.4 All protection arrangements shall at all times remain under the supervision and responsibility of a PRASA Rail Track master or Track inspector.
- 4.20.5 The contractor shall appoint at each work site a flagman whose sole task shall be to be on the lookout for approaching rail traffic. This employee shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic.
- 4.20.6 The contractor shall not allow any persons on the work site to venture within the structure gauge when this warning procedure is not operating effectively.
- 4.20.7 The warning devices shall be such that it is sound can clearly and effectively heard above the noise on the work site by all personnel within a radius of 100m around the center of each work site. The cost to the contractor of providing lookout as well as the warning device shall be deemed to be included in the rates tendered and no separate payment shall be made.
- 4.20.8 An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by contractor and implemented before any work commences. This procedure shall be updated whenever the need arises, and any changes shall be communicated to all employees on a work site before work proceeds.
- 4.20.9 The contractor is responsible to appoint the safety officer fulltime on site whose sole responsibility will be to manage and monitor safety related issues on site.
- 4.20.10 All work in this contract shall comply with the Occupational Safety Act No 85 of 1993, National Environmental management Act 107 of 1997 Act and construction regulation 2014. These items shall all be included in the tendered rates.
- 4.20.11 A copy of the act as well as an approved safety file shall be kept on site for the duration of the project.



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4.20.12 The Contractor shall comply with all applicable legislation and PRASA's safety requirements adopted from time to time and instructed by the Project Manager. Such compliance shall be entirely at the contractor's cost and shall be deemed to have been allowed for in the rates or total prices in the contract.

4.20.13 The Contractor shall report all incidents in writing to the Project Manager. Any incident resulting in the death of or injury to any person on the works shall be reported within 1 hour of its occurrence and any other incident shall be reported within 24 hours of its occurrence.

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

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

4.20.16 Contractor shall ensure that all Covid 19 protocols are adhered to.

The Contractor shall make necessary arrangements for sanitation, water and electricity at these relevant sites during the installation of the equipment.

4.20.17 The safety file will be approved only after all the requirements on the checklist are met. **WITS_LIB/RISK_MGT/SHE** File Checklist (version 3) is attached in this regard.

4.20.18 The contractor shall be responsible for the safety of personnel on site. The following shall also form part of the safety plan:

- Transportation of equipment and personnel.
- Transportation, storage and handling of hazardous equipment
- The site access certificate shall only be issued (to the successful bidder) after the evaluation and approval of the safety file.

4.21 GENERAL

4.21.1 The Contractor shall ensure that all staff working on or with the contract are adequately trained, so as to comply with any relevant safety and quality requirements.

4.21.2 Flagman must be officially trained, evaluated and certified competent, (TETA -ASSR 463972 (Accreditation no: TETA 1186) and Transnet 407 – Item Number 37/270451 - "Certificate of Competency") by a designated competent person, before being used on protection duties. This certificate of competency shall remain valid for two (2) years only after, which re-testing and re-certification of competency will be required.



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- 4.21.3 PRASA shall assist the contractor with the training of flagman.
- 4.21.4 Flagmen that are already qualified will be tested by PRASA representative and if found not competent will not be allowed to form part of the contractor's team.
- 4.21.5 PRASA Regional Engineer remains ultimately responsible in terms of the requirements of Act 85 for the safe working environment of his/her own personnel as well as contractor's personnel within the track maintenance environment on his/her depot.
- 4.21.6 The Regional Engineer is therefore also responsible for ensuring that any changes in the Protection Procedures that may occur over time are effectively communicated to any flagmen prior to them being used for Protection Duties.

4.22 METHOD STATEMENT

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

- 5.22.1 Procedure in carrying out the work (construction methods)
- 5.22.2 Technical and Engineering capability (Certificates of Engineering staff)
- 5.22.3 All Resources (Labour, Plant, Equipment, Support and Outside Services) that the contractor proposes to use in the execution of the works.

4.23 HOURS AND DAYS OF DUTY / OCCUPATION

- 4.23.1 Work shall proceed during weekdays from 07h00 to 16h30 and or over weekends from 07h00 to 17h00. Most of work will be done during the week and over-time, work on public paid holidays, Saturdays and Sundays shall only be required in exceptional cases.
- 4.23.2 Work outside of normal working hours shall not be paid against overtime rates unless:
 - 5.23.2.1 Agreed upon by the Project Manager in writing before the start of the any project task.
 - 5.23.2.2 The contractor can prove PRASA Rail's accountability for delays resulting in overtime being required.



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4.24 BONDS AND GUARANTEES

5.24.1 Surety in the amount equal to either five percent of the contract price, as elected by the Contractor, shall be provided by the Contractor for the due and faithful performance by him in terms of the Contract. Such security shall be in the form of:

- Government or approved Municipal stocks in negotiable form, or
- A deed of suretyship furnished by an approved bank, insurance or guarantee corporation in such form as may be prescribed by PRASA, provided however that the Project Manager may, upon written application by the Contractor, return to the Contractor the whole or part of such security held by PRASA.

5.24.2 All work done shall be guaranteed for a period of 12 months after the successful handover

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

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

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

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



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4.25 PAYMENT CERTIFICATE

- 4.25.1 On or after the assessment date, the Supervisor and the Contractor will together assess the quantities of progress on each item in the Bill of Quantities and complete the Progress Assessment Detail form, where after the Progress Assessment Certificate will be issued.
- 4.25.2 The Contractor shall then submit a VAT invoice and attach the above Progress Certificate for payment by the Employer.
- 4.25.3 Claims for payment will only be made monthly and payments will be made within 30 days of approved invoices.
- 4.25.4 Contractor to provide the Employer with the necessary details regarding banking details to enable the Employer to make electronic payments.

4.26 PRICING THE WORKS

- 4.26.1 The contractor is required to provide firm prices/ rates for material and labor for the duration of the contract.
- 4.26.2 The contract period shall be inclusive of the rehabilitation of service roads in the Gauteng Region on an “as and when” required basis for a period of 12 months.
- 4.26.3 The Contractor is advised to study the requirements of the SPK 7/1 and ensure that all works can be completed in accordance with these requirements.
- 4.26.4 The contract offer shall be based on the rates as indicated in the bill of quantities. The quantities shall be agreed during construction per section.

4.27 PENALTIES

- 4.27.1 If the Contractor fails to complete the Services within the time stipulated in this Contract for completion of Services or a part or portion of Services, the Contractor shall be liable to the Employer for an amount calculated at 0.03% of the Contract Price per delayed Day per order, which shall be paid for every day which shall elapse between the time for due completion and completion of the relevant



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Services. However, the total amount due under this sub-clause shall not exceed the maximum of 10% of the Contract Price.

- 4.27.2 The imposition of such penalty shall not relieve the Contractor from its obligation to complete Services or from any of its obligations and liabilities under the Contract,
- 4.27.3 PRASA may set off or deduct from the fees due to the Contractor any penalty amounts due and owing by the Contractor in terms of clause 5.27.1

4.28 CONSTRUCTION RELATED SECURITY

4.28.1 MANDATORY SECURITY REQUIREMENTS

- 4.28.1.1 All security companies used by the Contractor shall be PSIRA registered with valid letter of good standing.
- 4.28.1.2 Security personnel shall all be PSIRA registered with a clear criminal record no criminal pending cases and preferably be sourced from the local community.
- 4.28.1.3 All personnel employed by the Contractor including sub-contractors shall have undergone a Health and Safety Induction.
- 4.28.1.4 Permits to work (in line with Covid-19 regulations) shall be issued at the cost of the contractor to all personnel on that shall be signed and stamped by the authorized PRASA Official responsible for Risk Management.
- 4.28.1.5 The security to be provided by the contractor shall be responsible for both the appointed contractor's assets and PRASA's assets on site until the site is handed over to PRASA. A list of all functioning equipment that do not form part of this scope of work will be shared with the successful bidder and shall be signed off by both the successful bidder and PRASA's representative.
- 4.28.1.6 PRASA assets that shall be guarded by the contracted security includes Permanent way assets. All Train Authorisation on track elements, all train stations (with all assets included) along the section and all functioning equipment along the corridor.
- 4.28.1.7 Any lost or stolen material shall be replaced by the contractor at his own cost.



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4.28.1.8 The contractor shall provide on-site security for personnel and material stock and should ensure that patrols are in place at the section handed over to the contractor and until the completed work is handed over to PRASA. No claims of material or losses shall be lodged with the client for stolen goods during the construction before the completed work is handed over to PRASA.

4.28.1.9 Furthermore, it is the contractor's responsibility to ensure that valuable metal i.e. copper is adequately protected while in transit to and from site.

4.28.1.10 The contractor shall make sure that all material removed from site is quantified, counted, logged in the site diary and that it is co-signed by a PRASA representative on site before it is removed from site.

4.28.1.11 Released material removed from the section shall be adequately protected until it is delivered to PRASA's stores.

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

4.28.2 Risks

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

Risk	Probability	Mitigation
Theft of Installed equipment	High	Fit for purpose security with an integrated plan for assets installed and physical security at site office. Ensure protective measures for site with a access gate.
Hi-jacking of site personnel vehicles	High	Armed Escorts to and from the site
Armed Robbery of personnel on site and Storage Facility at site	High	Armed Guarding at site and site office with an armed response for mobilisation



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4.28.3 PROPOSED INTERVENTIONS

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

4.28.3.2 Requisite equipment:

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

4.29 OVERALL STAFFING AND KEY PROFESSIONAL STAFF

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

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

4.29.2 MINIMUM QUALIFICATION OF KEY PROFESSIONAL STAFF

Team Leader/Project Engineer



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- Civil Engineering qualification (B-Tech/BSC Degree)
- Minimum 3 years post experience in the Perway railway industry.
- Project Management qualification with 3 years minimum experience

Civil Engineering Technician

- Civil Engineering qualification (National Diploma or B-Tech Degree)
- Fully qualified Engineering Technician registered with professional body (ECSA).
- Minimum 3 years' experience as a qualified Engineering Technician.

Surveyor

- All survey cross-sections and longitudinal-sections work shall be done by a fully qualified Surveyor in possession of a valid land survey qualifications .
- Minimum 3 years' experience as a qualified Land Surveyor.

Flagman

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

Health and Safety Officer

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

- Registered with professional body (SACPCMP)
- Minimum of 3 years industry experience as a health and safety officer.

Plant Operator

- All plant must be operated by a qualified plant operator with valid plant operation licence/certificates.
- Minimum 3 years' experience as a plant operator.



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General labours

- All general labour must be medical fit.

4.30 APPLICABLE SPECIFICATIONS

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

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

5. Is this a CIDB related Project? (Yes / No)

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

Class of Work: CE

Minimum Grade: 4

6. PROJECT SPECIFIC TERMS AND CONDITION

6.1 PERFORMANCE LEVEL

- 6.1.1 The Contractor shall perform strictly in accordance with the levels required by this Agreement and any other specifications emanating there from and accept the penalties which will be instituted for non – performance.



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6.2 INCREASE OR DECREASE IN COSTS

6.2.1 PRASA intends to enter into a fixed price contract with the winning tenderer. No escalation will be allowed in the contract, and no contract price adjustment will be applied to allow for all increases or decreases in production costs of a product, from any cause whatsoever, which may occur after the closing date of the submission of tenders and before the date of completion.

6.2.2 Price shall be firm for the duration of contract.

6.2.3 It is the tenderer's responsibility to ensure that they provide such explanatory notes and rationale to their tender submission as to satisfy PRASA that their proposal meets the user requirements, within the fixed allocated budget.

6.3 SITE PHYSICAL CONDITIONS

6.3.1 The tenderer must ensure that they make any provision in their tender price and programme for foreseeable and unforeseeable circumstances that may occur.

6.3.2 It is the tenderer's responsibility to obtain such information about the site and project circumstances, as is necessary for them to submit a fixed price.

7. PRICING SCHEDULE

Prices to remain fixed for the duration of contract.

8. PROJECT SPECIFIC SAFETY RELATED REGULATIONS

8.1 The contractor shall comply with requirements of safety legislations and regulations in all respects.

8.2 All drivers shall be in possession of valid driver's licenses and Public Drivers Permits (PDP) where applicable. Crane operators will be required to have a valid Crane Operator's certificate. All vehicles shall be road worthy.



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- 8.3** The contractor shall be responsible for all protective clothing and –equipment for his/Her employees. All employees required to climb structures shall be issued with suitable harnesses.
- 8.4** All work shall at all times comply with the E7/1 Specification attached hereto.
- 8.5** Normal protection measures in accordance with the Protection Manual shall apply.
- 8.6** An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Contractor and implemented before any work commences. This procedure shall be updated whenever the need arises and any changes shall be communicated to all employees on a works site before work proceeds.
- 8.7** It is the requirement of this contract that the contractor should provide PRASA with a detailed safety plan prior to being issued with a site access certificate, in accordance with the latest version of the OHS Act and the SPK7 and the E4E.
- 8.8** Occupational Safety Act, 1993 (Act No: 85 of 1993)
- 8.9** National Environmental Management Act 107 of 1997
- 8.10** Construction regulation 2014

9. EVALUATION

9.1 EVALUATION AND SCORING METHODOLOGY

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

The following levels will be applied in the evaluation:

LEVEL		DESCRIPTION
Verify completeness		The Bid is checked for completeness and whether all required documentation, certificates; verify completeness warranties and other Bid requirements and formalities have been complied with. Incomplete Bids will be disqualified.



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LEVEL		DESCRIPTION
Verify compliance		The Bids are checked to verify that the essential RFP requirements have been met. Non-compliant Bids will be disqualified.
Detailed Evaluation of Technical		Detailed analysis of Bids to determine whether the Bidder is capable of delivering the Project in terms of business and technical requirements. The minimum threshold for technical evaluation is [80%], any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and Specific Goals.
Specific Goals		Evaluate Specific Goals
Price Evaluation		Bidders will be evaluated on price offered.
Scoring		Scoring of Bids using the Evaluation Criteria.
Recommendation		Report formulation and recommendation of Preferred and Reserved Bidders
Best and Final Offer		PRASA may go into the Best and Final Offer process in the instance where no bid meets the requirements of the RFP and/or the Bids are to close in terms of points awarded.
Approval		Approval and notification of the final Bidder.

Table 1: Levels that will be applied in the evaluation



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10. The National Industrial Participation programme

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

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