



prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RE-ADVERT APPOINTMENT OF A CONTRACTOR FOR THE DRAINAGE UPGRADE, FORMATION, SERVICE ROAD AND LEVEL CROSSING REHABILITATION PIENAARSPORT LEVEL CROSSING			
DATE ISSUED	24 NOVEMBER 2022		
COMPULSORY BRIEFING	02 DECEMBER 2022 @10H00 PIENAARSPORT, MAMELODI		
CLOSING DATE FOR QUESTIONS	07 DECEMBER 2022		
CLOSING DATE	09 DECEMBER 2022	TIME	12:00
BID DOCUMENTS DELIVERY ADDRESS	PASSENGER RAIL AGENCY OF SOUTH AFRICA Ground FLOOR, SHOSHOLOZA JUNCTION CNR LEYDS AND SIMMONDS BRAAMFONTEIN JOHANNESBURG		
BIDDER NAME			
COMPULSORY BRIEFING	YES		

N.B BIDDERS TO ENSURE THEIR SUBMISSIONS ARE SEALED IN ENVELOPES

SECTION 1: SBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PASSENGER RAIL AGENCY (PRASA)					
BID NUMBER:	10334791	CLOSING DATE:	09 DECEMBER 2022	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE DRAINAGE UPGRADE, FORMATION, SERVICE ROAD AND LEVEL CROSSING REHABILITATION PIENAARSPORT LEVEL CROSSING.				
BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:					
THE BID DOCUMENT MUST BE HAND DELIVERED ON OR BEFORE THE CLOSING DATE TO THE FOLLOWING ADDRESS: PRASA GROUND FLOOR, SHOSHOLOZA JUNCTION, CNR. LEYDS AND SIMMONDS, BRAAMFONTEIN. NB: NO EMAIL OR FAX WILL BE ACCEPTED. THE BID ENVELOPES MUST BE DEPOSITED IN THE PRASA TENDER BOX WHICH IS LOCATED AT THE STATED ADDRESS AND BIDDERS TO ENSURE THAT THEY SIGN A SUBMISSION REGISTER AND ARE ISSUED WITH A RECEIPT SIGNED BY PRASA OFFICIAL. LATE BIDDERS WILL NOT BE ALLOWED IN THE BRIEFING					
NB: BIDS MUST BE HAND DELIVERED ON OR BEFORE THE STIPULATED TIME.					
CONTACT PERSON	Mr. Ali Maupa				
TELEPHONE NUMBER	011 013 0169				
E-MAIL ADDRESS	ali.maupa@prasa.com And gauteng.quotation@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.....
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		[TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES	☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES	☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES	☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES	☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ NO

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER**
- 1.3. **PRESCRIBED IN THE BID DOCUMENT.**
- 1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.5. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

NB: Quotation(s) must be addressed to PRASA before the closing date and time shown above.

- **PRASA General Conditions of Purchase shall apply.**

SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

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

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

2. PREQUALIFICATION / ELIGIBILITY CRITERIA

- 2.1 Only those Respondents who satisfy the following pre-qualification or eligibility criteria are eligible to submit quotations as per section 3.

3 COMMUNICATION

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

4 LEGAL COMPLIANCE

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

5 CHANGES TO QUOTATIONS

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

6 PRICING

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

7 BINDING OFFER

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

8 DISCLAIMERS

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

- Modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes;
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein;
- Disqualify Quotations submitted after the stated submission deadline;
- Not necessarily accept the lowest priced Quotation or an alternative bid;
- Bids lodged at the incorrect venue that reach the correct venue late will be regarded as late.
- Reject all Quotations, if it so decides;
- Place an order in connection with this Quotation at any time after the RFQ's closing date;
- Make no award at all.
- Award only a portion of the proposed goods / service/s which are reflected in the scope of this RFQ;
- split the award of the order/s between more than one Supplier/Service Provider should it at PRASA's discretion be more advantageous in terms of, amongst others, cost or developmental consideration; or

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, PRASA reserves the right to cancel the contract. PRASA reserves the right to award business to the highest scoring bidder/s unless objective criteria justify the award to another Respondent.

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

9 LEGAL REVIEW

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

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. PRASA is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to

register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

11 PROTECTION OF PERSONAL DATA

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

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

12 EVALUATION METHODOLOGY

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

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 Business Days** from the closing date.
- 14.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the adjudication body has approved the process and award of the business to the

successful respondent(s), the validity of the successful respondent(s)' response will be deemed to remain valid until a final contract has been concluded.

15 RETURNABLE DOCUMENTS

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

16 Mandatory Returnable Documents

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

SECTION 3

1 EVALUATION CRITERIA:

1.1 Stage1

1.1.1 Stage 1 A: Mandatory Documents

If you do not submit the following mandatory documents your Proposal/Quote will be disqualified automatically:

No.	Description of requirement	Completed
a)	Price Schedule / Pricing form	
b)	Completion of ALL RFQ declarations and Forms	
c)	Joint Venture / Consortium agreement / Trust Deed (if applicable)	
d)	Bidders to quote on all items on the BOQ	
e)	Declaration document for local content and production SBD 6.2	
f)	Annexure C – Local Content Declaration – Summary Schedule Declare local content per line item as per local content guidelines, failure to do so will result in bidder being disqualified	
g)	CIDB grading 4CE or higher	

NB: All forms and declarations must be completed and signed by duly authorized person.

NB: RFQ will be evaluated per line item.

NB: ONLY LOCALLY PRODUCED GOODS OR LOCALLY MANUFACTURED GOODS, MEETING THE STIPULATED MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT WILL BE CONSIDERED AS PER INSTRUCTION NOTE 2 OF 2017/2018.

A minimum threshold of 100% for local production and content must be met as per National Treasury Designated sectors instruction number 2 of 2017/18 For Rail Permanent Way Sector and 01 of 2021/22.

Stage 1 B: Basic Compliance

The following documents are non-mandatory and where not submitted, Prasa may request the documents and must be made available at the time of request:

No.	Description of requirement	Bidder to indicate documents submitted.
a)	Company Registration Documents	
b)	Copies of Directors' ID documents;	
c)	Valid BBBEE Certificate from a SANAS accredited rating agency (Original or Certified) or affidavit signed by the Commissioner of Oath	
d)	Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin	
e)	CSD report / CSD reference number	
f)	Proof of UIF registration	
g)	Proof of Bank Account (i.e. cancelled cheque or letter issued by the bank)	
h)	Valid and Original, or certified copy of Letter of Good Standing (COID)	

Clause to Clause Compliance to technical Specification

If you do not complete the following table and you do not comply with the technical specifications your proposal will be disqualified automatically:

Clause to clause compliance to Technical specifications	YES / NO
Railway Safety Management	
Railway Sidings (Track work)	
Specification for new Railway Rails or the latest equivalent standard	
UIC Codes or the latest equivalent standard	
Railway applications – Track geometry quality standard	
Standard specifications	
Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and Applicable Regulations; including any subsequent amendments;	
General Specifications for Railway Track work (1996)	
Laying of rails	
Laying of sleepers	
Ballast cleaning	
Ballasting and tamping	
Destressing of Rails	
Building and Replacement of sets	
Field welding of Rail joints	
Field welding of skid marks	
Slewing and Alignment	
Performance requirements for fastening systems	
Test methods for fastening systems	
Hot rolled steels for quenched and tempered springs	
Brinell hardness test method for rails	
Specification for concrete sleepers to standard dimensions 1065mm gauge track	
Specification for prestressed concrete sleepers used on 1065mm gauge Railway track	
American (USA) standards	
Ballast specification (latest revision for Railway lines)	
Transnet specification for supply of ballast stone	
Specification for new Railway Rails	
Exothermic welding portions packaging specification	
Grade 300wa for weldable structural steel	

General Specifications for Railway Track work (1996)	
Maintenance of Railway Track with On-Track Machinery	
Manual for Track Maintenance (2000)	
Manual for Track Welding (2007)	

STAGE 2: TECHNICAL / FUNCTIONALITY REQUIREMENTS

NOTE: The Technical or Functionality criteria must be guided by the project scope of works and area of focus.

Scoring of Functionality:

Responsive tenders will firstly be evaluated on functionality. The minimum score for functionality is 70% on each evaluation criteria and a bidder who scores below this minimum shall not be considered for further evaluation in terms of the preference point systems.

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

Item	Criteria	Weight
1	Organizational Experience	40
2	Experience and Qualification of key staff	20
3	Project Technical Approach /Methodology	20
4	Project program (Work plan) / Project Schedule	20
	TOTAL	100

Table 15.5: Technical Evaluation Criteria

FUNCTIONALITY EVALUATION CRITERIA		
CRITERIA	WEIGHT	SCORES
<u>Organizational Experience</u> Track record on similar type and size (or more) of projects previously executed – Perway Major components: 1. Construction of level crossing	40	<u>Score will be based on successfully executed and completed similar Perway projects for replacement and Installation of Perway components of which details are provided below:</u> 0: No information submitted – 0 Points 1: : 1 similar projects = 8 points 2 : 2 - 5 similar projects = 16 points 3 : 6 similar projects = 28 points 4 : 7 - 8 similar projects = 35 points

2. Rehabilitation of level crossing
3. Screening of ballast
4. Construction of drainage system
5. Rehabilitation of drainage system
6. Construction of gabions
7. Rehabilitation of track formation
8. Supply and installation of railway signboards
9. Rehabilitation of service road

NB. Provide for each successfully completed project/s in the following sequence:

** Copy of an appointment letter/s (on a company letterhead) reflecting the following information:*

- Description of the project,
- Client name,
- Client contact (i.e., email and office number),
- Project start and end date,
- Extension of time where applicable,
- Contract value inclusive of VAT.

** Attach completion certificate/s signed by client/s indicating the value and type of work performed*

5 : All similar projects = **40 points**

NB: A minimum of 70% shall be attained for the bidder to be evaluated further

Experience and Qualification of key staff Experience of key personnel (based on CVs submitted) • Project Manager • Track Inspector/master • Health and Safety manager (N.B. Provide copies of original qualifications and certificates of professional bodies. The copies must be certified by commissioner of oath. The date on the stamp shall be three months or less old, before the closing date of the tender. If the qualification has been awarded in other language either than English, please provide translation in English) The minimum experience for each key staff member is 5 years.	20	<u>Score will be based on the Qualifications, Proof of Professional registration and Technical experience of each key staff (Project Manager, Track Inspector/Master and Track Welder). The minimum of 5 years is required.</u> Score will be allocated as follows: 0: No submission/Non-compliance = 0 points 1: Listed one key staff member with a minimum of 5 years' related experience = 4 points 2: Listed two key staff members with a minimum of 5 years' related experience = 8 points 3: Listed three key staff members with a minimum of 5 years' related experience = 14 points 4: Listed three key staff members with a minimum of 8 years' related experience = 17 points 5: Listed three key staff with a minimum of 10 years 'related experience = 20 points NB: A minimum of 70% shall be attained for the bidder to be evaluated further
Project Technical Approach /Methodology NB. Provide a detailed technical approach / methodology that is aligned to the scope of work / highlighting the risk/s and mitigation measures associated with working within the Rail environment. The Methodology, must cover the following elements: • Identification of risks and mitigation, • Work breakdown of activities, measurements & assessment,	20	<u>The points for the project approach and methodology will be allocated as follows:</u> 0: No approach and methodology provided/Non-compliance = 0 points 1: Methodology detailing less than 1 element in line with the scope of work = 4 points 2: Methodology detailing 2 - 4 elements in line with the scope of work = 8 points 3: Methodology detailing 5 - 6 elements in line with the scope of work = 14 points 4: Methodology detailing 7 elements in line with the scope of work = 17 points

• <i>Pre-handover quality inspection,</i> • <i>Quality assurance,</i> • <i>Material handling and storage process,</i> • <i>Hand tools</i> • <i>Plant and equipment</i> • <i>Transportation and Post quality inspection</i>		5: Methodology detailing more than 8 elements in line with the scope of work = 20 points NB: A minimum of 70% shall be attained for the bidder to be evaluated further
Project program (Work plan) / Project Schedule <i>NB. Provide a detailed project program / schedule that is aligned to the scope of work highlighting the following elements:</i> • <i>Estimated start and finish dates.</i> • <i>Major milestones</i> • <i>Critical path and estimated duration.</i> • <i>Logic to reach works completion.</i> • <i>Work plan or project schedule also contains information on execution integration and redundancy for unforeseen delays or occurrences.</i>	20	<u>Score will be allocated for MS Project Schedule provided and scores will be allocated as follows:</u> 0: No submission/Non-compliance = 0 points 1: Inadequate/ unrelated project schedule provided = 4 points 2: Project schedule provided but no detailed activities indicated = 8 points 3: Project schedule provided with activities indicated on the program aligned with the preferred duration of the project; = 14 points 4: Project schedule provided with activities indicated on the program aligned with preferred duration of the project, showing the sequence of activities (i.e., Baseline and critical path) = 17 points 5: Project schedule provided with activities indicated on the program aligned with the preferred duration of the project, showing the sequence of activities (i.e., Baseline and critical path), clear understanding of the scope of work and site challenges addressed = 20 points NB: A minimum of 70% shall be attained for the bidder to be evaluated further
Total	100	

1.2 - Stage 3 - Price and B-BBEE

Evaluation criteria	Weighting
BBBEE	20
Price	80
TOTAL	100

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

Where:

P_s = Score for the Bid under consideration

P_t = Price of Bid under consideration

P_{min} = Price of lowest acceptable Bid

Evaluation of Preference

Evaluation and final weighted scoring

- a) Broad-Based Black Economic Empowerment criteria [weighted score 20 points] Preference Points will be awarded to a bidder for attaining the B-BBEE status level contribution in accordance with the table indicated in [Section 8 B-BBEE claim form](#).

SECTION 4

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule **Annexure A**

- 1 Prices must be quoted in South African Rand, inclusive of VAT.
- 2 Price offer is firm and clearly indicate the basis thereof.
- 3 Pricing Bill of Quantity is completed in line with schedule if applicable.
- 4 Cost breakdown must be indicated.
- 5 Price escalation basis and formula must be indicated.
- 6 To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 7 Please note that should you have offered a discounted price(s), PRASA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.

- 8 Respondents are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Respondent. PRASA may:
- 9 negotiate a market-related price with the Respondent scoring the highest points or cancel the RFQ;
- 10 if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFQ;
- 11 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFQ.
- 12 if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the 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 Supplier may not assign or subcontract any part of this order/contract without the written consent of PRASA.

Termination

PRASA may terminate the order/contract at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to PRASA):

If the Supplier defaults in due performance of the order/contract, or if the Supplier becomes bankrupt or otherwise is, in the opinion of PRASA, in such financial circumstances as to prejudice the proper performance of the order/contract, or for any other reason in which case the Supplier will be compensated for all costs incurred.

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

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.

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

SBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

Designated Item/Product	Minimum Threshold for Local Content
Level crossing blocks	100%
Gabions	100%
Road Signage	100%
Wire mesh	100%

For further guidance with the above requirements, bidders may refer to DTI website, www.theDTI.gov.za

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
----------	-------------------

US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO. 10334791

ISSUED BY: (Procurement Authority / Name of Institution):**Passenger Rail Agency of South Africa (Metrorail Gauteng)**

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),

do hereby declare, in my capacity as

of(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

SECTION 7

BBEE PREFERENCE POINTS CLAIM FORM

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the100%..... preference point system shall be applicable.
- 1.3 Either the **80/20** preference point system shall be applicable to this bid.
- 1.4 Preference points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contribution.
- 1.5 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.5.1 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [**SANAS**], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- 2.3 **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5 **“Black designated group”** has meaning assigned to it in codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 2.6 **“Black People”** meaning assigned to in Section 1 of Broad-Based Black Economic Empowerment Act.
- 2.7 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.8 **“CIPC”** means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.
- 2.9 **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.10 **“consortium or joint venture”** 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;
- 2.11 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state; **“co-operative”** means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)

- 2.12 **“Designated Group”** means - i) Black designated groups; ii) Black People; iii) Women; iv) people with disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)
- 2.13 **“Designated Sector”** means, sub-sector or industry or product designated in terms of regulation 8(1)(a)
- 2.14 **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.15 **“firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.16 **“functionality”** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- 2.17 **“Military Veteran”** has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011);
- 2.18 **“National Treasury”** has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 2.19 **“non-firm prices”** means all prices other than “firm” prices;
- 2.20 **“person”** includes a juristic person;
- 2.21 **“People with disabilities”** meaning assigned to it in terms of Section 1 of Employment Equity Act, 1998 (Act No. 55 of 1998)
- 2.22 **“Price”** includes all applicable taxes less all unconditional discounts.
- 2.23 **“Proof of B-BBEE Status Level of Contributor”** i) the B-BBBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 2.24 **“Rural Area”** i) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.

- 2.25 “**QSE**” means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.26 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.27 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.28 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 2.29 “**Township**” means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994
- 2.30 “**Treasury**” meaning assigned to it in Section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
- 2.31 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.32 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 2.33 “**Youth**” meaning assigned to it in terms of Section 1 of National youth Development Agency Act, 2008 (Act No. 54 of 2008).

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4.3 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances PRASA would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.
- 4.4 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.
- 4.5 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating a Verification Agency accredited by SANAS.
- 4.6 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 4.7 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 4.8 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 4.9 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 4.10 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

5. BID DECLARATION

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

5.1.1 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

5.2 B-BBEE Status Level of Contribution: . = ...20.....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

6. SUB-CONTRACTING

6.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

6.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted.....%

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME.

(Tick applicable box)

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

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

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

OR		
Any EME		
Any QSE		

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

7.6 COMPANY CLASSIFICATION

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

7.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the
- iv) purchaser that the claims are correct;
- v) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have.
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) if the successful bidder subcontracted a portion of the bidder to another person without disclosing it, PRASA reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (e) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (f) forward the matter for criminal prosecution.

WITNESSES

1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS
.....
.....

SECTION 8

B-BBEE PREFERENCE POINTS CLAIM FORM

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

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

8. GENERAL CONDITIONS

8.1 The following preference point systems are applicable to all bids:

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

8.2 The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the100%..... preference point system shall be applicable.

8.3 Either the **80/20** preference point system shall be applicable to this bid.

8.4 Preference points for this bid shall be awarded for:

- (c) Price; and
- (d) B-BBEE Status Level of Contribution.

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

8.5.1 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System [SANAS], or a sworn affidavit confirming annual turnover and level of black ownership in case of all EMEs and QSEs with 51% black ownership or more together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

8.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

9. DEFINITIONS

9.1 “**all applicable taxes**” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

9.2 “**B-BBEE**” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

9.3 “**B-BBEE status level of contributor**” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

9.4 “**bid**” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

9.5 “**Black designated group**” has meaning assigned to it in codes of good practice issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

9.6 “**Black People**” meaning assigned to in Section 1 of Broad-Based Black Economic Empowerment Act.

9.7 “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

9.8 “**CIPC**” means the Companies and Intellectual Property Commission, formerly known as CIPRO, the Companies and Intellectual Property Registration Office.

9.9 “**comparative price**” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

9.10 “**consortium or joint venture**” 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;

9.11 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;

9.12 “**co-operative**” means a co-operative registered in terms of section 7 of Cooperatives Act, 2005 (Act No. 14 of 2005)

- 9.13 **“Designated Group”** means - i) Black designated groups; ii) Black People; iii) Women; iv) people with disabilities or v) Small enterprise, as defined in Section 1 of National Small Enterprise Act, (102 of 1996)
- 9.14 **“Designated Sector”** means, sub-sector or industry or product designated in terms of regulation 8(1)(a)
- 9.15 **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 9.16 **“firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 9.17 **“functionality”** means the ability of a bidder to provide goods or services in accordance with specification as set out in the bid documents;
- 9.18 **“Military Veteran”** has meaning assigned to it in Section 1 of Military Veterans Act, 2011 (Act No. 18 of 2011);
- 9.19 **“National Treasury”** has meaning assigned to it in Section 1 of Public Finance Management Act, 1999 (Act No. 1 of 1999);
- 9.20 **“non-firm prices”** means all prices other than “firm” prices;
- 9.21 **“person”** includes a juristic person;
- 9.22 **“People with disabilities”** meaning assigned to it in terms of Section 1 of Employment Equity Act, 1998 (Act No. 55 of 1998)
- 9.23 **“Price”** includes all applicable taxes less all unconditional discounts.
- 9.24 **“Proof of B-BBEE Status Level of Contributor”** i) the B-BBBEE status level certificate issued by an unauthorised body or person; ii) a sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or iii) any other requirement prescribed in terms of the Broad- Based Black Economic Empowerment Act.
- 9.25 **“Rural Area”** i) a sparsely populated area in which people farm or depend on natural resources, including villages and small towns that are dispersed through the area; or ii) an area including a large settlement which depends on migratory labour and remittances and government social grants for survival, and may have traditional land tenure system.

- 9.26 “**QSE**” means a Qualifying Small Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 9.27 “**rand value**” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 9.28 “**sub-contract**” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 9.29 “**total revenue**” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- 9.30 “**Township**” means an urban living area that any time from the late 19th century until 27 April 1994, was reserved for black people, including areas developed for historically disadvantaged individuals post 27 April 1994
- 9.31 “**Treasury**” meaning assigned to it in Section 1 of the Public Finance Management Act, 1999 (Act No. 1 of 1999)
- 9.32 “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 9.33 “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 9.34 “**Youth**” meaning assigned to it in terms of Section 1 of National youth Development Agency Act, 2008 (Act No. 54 of 2008).

10. ADJUDICATION USING A POINT SYSTEM

- 10.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 10.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.
- 10.3 Points scored must be rounded off to the nearest 2 decimal places.
- 10.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 10.5 However, when functionality is part of the evaluation process and two or more bids have scored equal

points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

10.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

11. POINTS AWARDED FOR PRICE

11.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

12. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 12.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership. Furthermore EMEs may also obtain a sworn affidavit from CIPC (formerly CIPRO) Self Service Terminals when registering a business or filing annual returns. In these instances PRASA would require proof of turnover as well as proof of ownership. Sworn affidavits must substantially comply with the format that can be obtained on the DTI's website at www.dti.gov.za/economic_empowerment/bee_codes.jsp.
- 12.3 QSEs that are at least 51% Black owned or higher are only required to obtain a sworn affidavit on an annual basis confirming that the entity has an Annual Total Revenue of R50 million or less and the entity's Level of Black ownership.
- 12.4 A Bidder other than EME or a QSE that is at least 51% Black owned must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating a Verification Agency accredited by SANAS.
- 12.5 A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Status Level verification certificate for every separate bid.
- 12.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 12.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 12.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.
- 12.9 Bidders are to note that the rules pertaining to B-BBEE verification and other B-BBEE requirements may be changed from time to time by regulatory bodies such as National Treasury or the DTI. It is the Bidder's responsibility to ensure that his/her bid complies fully with all B-BBEE requirements at the time of the submission of the bid.

13. BID DECLARATION

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

13.1.1 B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

13.2 B-BBEE Status Level of Contribution: . = ...20.....(maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

14. SUB-CONTRACTING

14.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

14.1.1 If yes, indicate:

vi) What percentage of the contract will be subcontracted.....%

vii) The name of the sub-contractor.....

viii) The B-BBEE status level of the sub-contractor.....

ix) Whether the sub-contractor is an EME.

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME ☐	QSE ☐
Black people	☐	☐
Black people who are youth	☐	☐
Black people who are women	☐	☐
Black people with disabilities	☐	☐
Black people living in rural or underdeveloped areas or townships	☐	☐
Cooperative owned by black people	☐	☐
Black people who are military veterans	☐	☐

OR		
Any EME		
Any QSE		

15. **DECLARATION WITH REGARD TO COMPANY/FIRM**

15.1 Name of company/firm:.....

15.2 VAT registration number:.....

15.3 Company registration number:.....

15.4 **TYPE OF COMPANY/ FIRM**

☐ Partnership/Joint Venture / Consortium

☐ One person business/sole propriety

☐ Close corporation

☐ Company

☐ (Pty) Limited

[TICK APPLICABLE BOX]

15.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

15.6 **COMPANY CLASSIFICATION**

☐ Manufacturer

☐ Supplier

☐ Professional service provider

☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

15.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

vi) The information furnished is true and correct;

- vii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- viii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the
- ix) purchaser that the claims are correct;
- x) If a bidder submitted false information regarding its B-BBEE status level of contributor, local production and content, or any other matter required in terms of the Preferential Procurement Regulations, 2017 which will affect or has affected the evaluation of a bid, or where a bidder has failed to declare any subcontracting arrangements or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have.
 - (g) disqualify the person from the bidding process;
 - (h) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (i) 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;
 - (j) if the successful bidder subcontracted a portion of the bidder to another person without disclosing it, PRASA reserves the right to penalise the bidder up to 10 percent of the value of the contract;
 - (k) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (l) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

SECTION 9**CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING**

It is hereby certified that _____ Representative(s)
of _____ [name of entity] has attended the
RFQ Briefing session to which this enquiry relates.

FOR / ON BEHALF OF PRASA

DESIGNATION

Name _____

Signature _____

DECLARATION OF COMPANY'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the Company or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). <i>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</i>	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the Company or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</i>	Yes ☐	No ☐

4.2.1	If so, furnish particulars:		
4.3	Was the Company or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the Company and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Company

CERTIFICATE OF INDEPENDENT RFQ DETERMINATION

1. This Standard Company Document (SBD) must form part of all RFQs¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Company (or RFQ rigging).² Collusive Company is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the RFQ of any Company if that Company, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the Company process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when RFQs are considered, reasonable steps are taken to prevent any form of RFQ-rigging.
5. In order to give effect to the above, the attached Certificate of RFQ Determination (SBD 9) must be completed and submitted with the RFQ:

¹ Includes price quotations, advertised competitive RFQs, limited RFQs and proposals.

² RFQ rigging (or collusive Company) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a Company process. RFQ rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT RFQ DETERMINATION

I, the undersigned, in submitting the accompanying RFQ: _____ (Quotation Number and Description) in response to the invitation for the RFQ made by: _____ (Name of Institution) do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ (Name of Company) that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying RFQ will be disqualified if this Certificate is found not to be true and complete in every respect; I am authorized by the Company to sign this Certificate, and to submit the accompanying RFQ, on behalf of the Company;
3. Each person whose signature appears on the accompanying RFQ has been authorized by the Company to determine the terms of, and to sign the RFQ, on behalf of the Company;
4. For the purposes of this Certificate and the accompanying RFQ, I understand that the word "competitor" shall include any individual or organization, other than the Company, whether or not affiliated with the Company, who:
 - a. has been requested to submit a RFQ in response to this RFQ invitation;
 - b. could potentially submit a RFQ in response to this RFQ invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the Company and/or is in the same line of business as the Company
5. The Company has arrived at the accompanying RFQ independently from, and without consultation, communication, agreement or arrangement with any competitor.
6. However communication between partners in a joint venture or consortium³ will not be construed as collusive Company.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a RFQ;

- e. the submission of a RFQ which does not meet the specifications and conditions of the RFQ; or
- f. Company with the intention not to win the RFQ.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this RFQ invitation relates.
9. The terms of the accompanying RFQ have not been, and will not be, disclosed by the Company, directly or indirectly, to any competitor, prior to the date and time of the official RFQ opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to RFQs and contracts, RFQs that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Company

³ 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.

SECTION 12

COMMISSIONER OF OATH

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

_____ (Sign – SERVICE PROVIDER)

_____ (Name – SERVICE PROVIDER)

COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON

STAMP :

NAME & SURNAME:

DESIGNATION/RANK :

PERSAL/EMPLOYEE NO:

PLACE/DATE:

SECTION 13

SPECIFICATION/SCOPE OF WORK

BILL OF QUANTITIES AND RATES

ITEM	DESCRIPTION	UNIT	QTY	RATE	TOTAL
1.	Site establishment	Sum	1		
2.	Supply and install level crossing blocks	m ²	36		
3.	Construct level crossing approaches with G2 material	m ³	180		
4.	Handling of existing services	sum	1		
5.	Construction of Trapezoidal channel and lining with gabion mattress	m	1000		
6.	Supply and installation of Mechanically Woven Double Twisted Hexagonal Shaped Wire Mesh 1m High Gabion Boxes	m ³	600		
7.	Supply and installation of Mechanically Woven Double Twisted Hexagonal Shaped Wire Mesh 0.23m thick Gabion Mattress	m ³	110		
8.	Stone for the Gabion basket and mattress shall be hard, angular to round, durable and of such quality that they shall not crumble on exposure to water or weathering during the life of the structure. The stone size shall range between 1.5 to 2.5 times mesh opening. Each range of sizes can allow for a variation of 5% oversize or 5% undersize, or both. The size of any oversize stone shall allow for the placement of minimum of three layers of stone must be achieved when filling the 1 m high units and a minimum of two layers for the 0.50 m high units. The stone used for filling the gabion shall have a minimum density of 22kN/m3.	m ³	720		
9.	Construction of sediment structures	Sum	1		
10.	Screening of tracks and level crossing.	m ³	600		
11.	Scraping of Road	m ²	600		
12.	Transportation of released material to depot (50km Provisional)	sum	1		
13.	150mm to roads compaction to 80% mod AASHTO density	m ³	240		
14.	Road Signage (As per design)	sum	1		
15.	Disposal of material to a registered land fill.	sum	1		
Total					
VAT					
Grand Total					

Acknowledgement

It is hereby certified that the bidder has acquainted himself /themselves with the RFQ enquiry

THUS DONE and SIGNED at _____ on this _____ day of _____ 20.....

DULY AUTHORISED SIGNATORY(IES)

WITNESSES

Signature _____ Name _____

Signature _____ Name _____

DRAINAGE UPGRADE, FORMATION, SERVICE ROAD AND LEVEL CROSSING REHABILITATION PIENAARSPORT LEVEL CROSSING

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1. INTRODUCTION

This submission is aimed at getting the approval for the appointment of a contractor for drainage upgrade, formation, service road and level crossing rehabilitation at Pienarspoort station area, in the Gauteng Region for a period of five (5) month.

A level crossing is an intersection where a railway line crosses a road or path at the same level as opposed to the railway line crossing over or under a bridge. Trains have a much larger mass relative to their braking capability and thus a far longer braking distance than road vehicles. In general trains do not stop at level crossing but rely on vehicles and pedestrians to clear the track in advance.

In line with the PRASA strategic objectives, PRASA Rail aims to achieve a safe railway network by eliminating any form of risk which can result in accidents. To attain safe operations and complies with safety regulator standards and policies a level crossing has to be constructed where there is a road and rail intersection. The existing level crossing experiences flooding with heavy sedimentation on stormy events and requires drainage upgrade for the safe passage of trains.

2. BACKGROUND INFORMATION

The background information for this bid specification document is outlined broadly in the following sections.

2.1. Status quo:

The Permanent way department have been facing a significant challenge of maintenance due to the backlog of maintenance of drainage systems and non-existence of drainage systems at some areas which severely affects the formation and the service road. Apart of maintenance, during rainy seasons as evident in the past, flooding occurs in most parts of the railway reserve resulting in major service disruption. The cause of flooding is as a result of drainage system failure.

Currently the existing level crossing close to Pienaarspoort station is located just before the station. The risk that a level crossing accident can happen is relatively high due to high density of traffic in the crossing. The existing level crossing is always flooded with siltation in stormy events.

The risk of accidents will be eliminated when the level crossing is moved to the other side of the Pienarspoort station on the TFR line, where no passenger related trains are running with therefore a lower probability of fatal accidents.

2.2. Problem statement:

Drainage failure has resulted in the deterioration of the track quality at the Pienarspoort level crossing area. Currently the railway line on the level crossing area has a poor alignment which is caused by the movement and failure of formation. The subsurface conditions in these sections are also in a bad state where in some areas, settlement and consolidation has occurred, with also mud holes, and highly contaminated ballast.

The geometry of the track structure is badly affected due to formation failure and mud pumping (heaving) subsequently causing the tracks to subside. The situation will soon force us to impose speed restrictions at this area to maintain the safe running of trains. Formation failure pose a safety risk to the operation of trains. If not monitored properly it can cause derailments that may lead to loss of life, goods and assets. It may also cause infrastructure performance delays through the introduction of speed restrictions and limiting availability and reliability of the Perway infrastructure.

Tamping can no longer be implemented on these lines as this would just cause the line to be more severe than currently due to the mud holes and high contamination of ballast. This has resulted in the RSR issuing a directive for correction measures to be implemented failure which will result in the complete closure of these line for non-compliance.

PRASA rail is required to ensure that safety of both assets and commuters is fully attained, and therefore the intersection of rail and road should be well developed to eliminate both the damaging of assets and fatal accidents. Poorly located level crossing has a higher probability to cause accidents. These accidents don't only affect the vehicles operators but also extend to our valuable commuters. It is therefore essential to relocate the level crossing and re construct at the intersection with limited train traffic. The flooded level crossing also impacts train operation negatively due to service disruption as such floods lead to train derailment.

2.3. Pictorials:

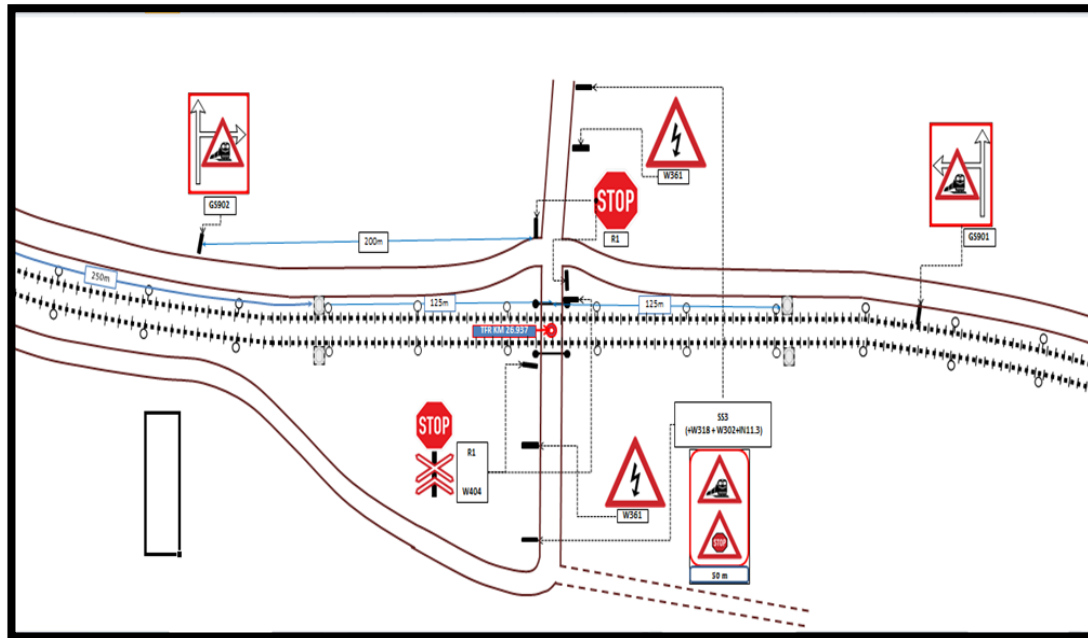


Figure 1: General standard of level crossing



Picture 2: flooding during rain events



Picture 1:
flooding
during rain
events

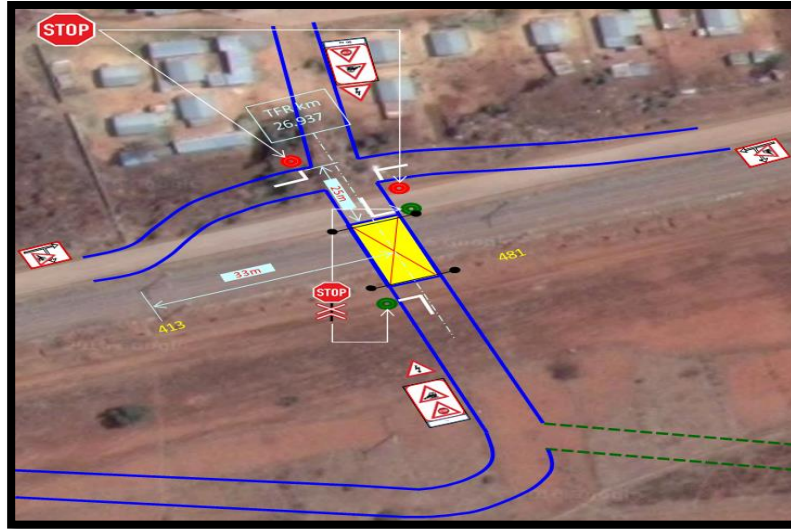


Figure: 2 Typical relocation point of level crossing



Picture 3: condition after rain events



Picture 4: sediment after rain events

3. OBJECTIVE OF THE PROPOSED PROJECT

3.1. Desired outcomes for carrying out the proposed project

The desired outcomes for the successful implementation of this project shall yield the following benefits for the Gauteng Region:

- To ensure that a sufficient storm water network is in place where required,
- To ensure that the risk of track flooding is eliminated,
- To ensure that the deterioration of track formation due to poor drainage is stopped.
- To ensure that no geometry failure related to poor track drainage takes place,
- To eliminate speed restrictions and train delays associated with poor drainage system.

- To reduce number of accidents at the rail and road intersection
- Enhancement of service excellence as a result of increased infrastructure availability and reliability.
- To fulfil PRASA mandate of making rail the backbone of Public Transport
- To improve the availability and reliability of the assets.
- To ensure compliance to RSR safety and regulations acts
- To ensure no disruption on train service

3.2. Project benefits to PRASA

PRASA as a business shall realise the following significant benefits after the implementation of the project:

- Manage safety risks by preventing train incidents like derailments, collision with vehicles and pedestrians at the level crossing and improved track condition.
- Reducing maintenance cost.
- Improving operational effectiveness by reducing delays caused by speed restrictions.

3.3. Current mechanisms in place to address the problem

In-house Perway teams are currently busy clearing the track by removing deposited rubble and open silted drains for the safe passage of trains to enable the region to run the passenger service. The current method only responds after disruption of train service. The required preventative measure is to upgrade the drainage system of the level crossing.

The permanent mechanism for the project is to relocate the level crossing.

4. SCOPE OF WORKS AND AREAS OF FOCUS

PRASA intends on appointing a contractor consisting of Project Management, Civil/Structural Engineering, Geotechnical Engineering, Land Surveying, Environmental Assessment and Construction Health and Safety services who will be responsible for this project.

4.1. SCOPE OF WORKS

2.1 Delivery and close out stage

The contractor shall construct the required works in line with the provided specification and time frames.

Metrorail introduce the contractor to the local council for the employment of local labour. It is the policy of the local council that local labour should be employed by contractors.

Outputs of the construction phase

This list is a non-exhaustive list of typical output from the construction phase:

- Refine Schematic/Concept and develop Design Development documents (to be approved by PRASA)
- Construction schedule (to be approved by PRASA)
- Construction Documents
- Construction resource planning
- Construction delivery and payment schedule
- Construction in line with approved design

Construction activities

- Bush Clearing and removal of dumped material;
- Cleaning out of the existing storm water system and disposal of debris in such a way that it will not be washed back into the system during future storm events;
- Construction of storm water drainage facilities, both surface and subsurface on both sides of the railway track;
- Repair of damaged Railway formation;
- Erosion protection to cut embankments;
- Reconstruction of prefabricated culverts inlet and outlet structures
- Construction of manholes;
- Major erosion protection works;
- Landscaping to improve drainage such that no ponding of water will occur on surface in the rail reserve;
- Bulk excavation including in hard rock material;

- Rehabilitation of service roads such that storm water is controlled
- Rehabilitation of level crossing such that siltation and stormwater is controlled
- Screening of tracks and level crossing
- Upgrading of access road to the level crossing
- Upgrading of trapezoidal channel around the level crossing
- Installation of retaining structures around the level crossing.
- Tamp and realignment of tracks
- Supply and install (in conjunction with the local authorities) temporary speed control measures (E.g. signs) to control the traffic and to prevent damage to completed working areas.

Upon completion the following outputs must be provided:

- Conduct functional performance test
- Compile commissioning documents and manuals
- Assemble As-Build documents
- Ensure Training is provided and Operational and Maintenance Manuals delivered
- Signed acceptance certificates
- Return contracts securities (including retention)
- Transfer Site to Client
- Snags list
- Updated project management plan

Construction consideration

The contractor awarded has to be in compliance with level 4CE CIDB Or higher.

Control point

- Signed Acceptance
- Retention agreement

2.2 Delivery and close out stage

The Delivery Close Out Phase is the final and most integral stage of the project. It does not only give the team an opportunity to tie-up all loose ends, but it allows for a thorough assessment of all project activities and their outcomes as stated in the Knowledge Areas of the project management plan. This assessment underscores any performance targets that were reached, surpassed or not met. In addition, the Continual Improvement Process

provides a valuable method for highlighting successes as well as deficiencies reported throughout the life of the project.

Outputs of the delivery and close out phase

- This list is a non-exhaustive list of typical output from the delivery and close out phase:
- Confirm that the snags list is resolved
- Perform warranty activities
- Complete close out documents and project file
- Project completion acceptance report
- Final records of documents
- Lessons learned
- Project close out documentation approval

2.3 DETAILS OF THE PREFERRED SOLUTIONS

The preferred solution shall be the appointment of a contractor for drainage upgrading, formation, service road and level crossing rehabilitation at Pienarspoort level crossing.

2.4 DELIVERABLES

2.4.1. The following deliverables are to be provided by the appointed contractor:

- Completion of all surveys and tests required.
- Submission of all municipality and statutory applications and documents to enable construction activities to commence. Provision of all municipality and statutory approvals required to enable construction activities to commence.
- Submission of method statement, health and safety file as well as quality plan and test plan for commissioning. These plans to be provided and approved before construction commences.
- Construction.
- Testing and commissioning activities.
- Submission of all applicable compliance certification.
- Submission of closeout report and as built drawings in hard and soft copies.

2.5 INFORMATION TO BE PROVIDED WITH TENDER

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

- Detailed schedule (in Microsoft Project format) to show how work can be performed and how infrastructure will be ready within timelines provided by PRASA.
- A list of key milestones that will be reached by the contractor in delivering the required services, the dates when these milestones will be achieved. Project Team organisation's and individual team members' recent experience on similar projects.
- Project organogram showing names, function & responsibilities of Directors/HODs including all sub-ordinates to the lowest ranked positions involved in this project.
- Clear legal relationship, namely joint venture agreement where it applies and responsibility between Joint Venture or Consortium members or with sub-contractors if tendered by a single entity.
- Proof of professional indemnity insurance valid for the duration of the project.
- Construction Method Statement clearly identifying all activities that the contractor will undertake and the method that the contractor will use to undertake the activities.
- Detailed health, safety and environmental file that is site specific and customized for working in a railway environment.
- Detailed quality management plan clearly stating all the quality management processes and procedures that the contractor will follow in delivering the scope of work to PRASA including tests to be completed on completion/commissioning and pass/fail parameters.

2.6 MEASUREMENTS AND PAYMENT

2.6.1 Payments will only be made against completed milestone as per the appointed Company schedule of works and the provided BOQ.

2.6.2 PRASA Project Manager will certify payments to the contractor.

2.7 FORM OF CONTRACT

2.7.1 General Conditions of Contract will be used as form of contract.

2.8 AREA OF FOCUS

Pienarspoort level crossing area.

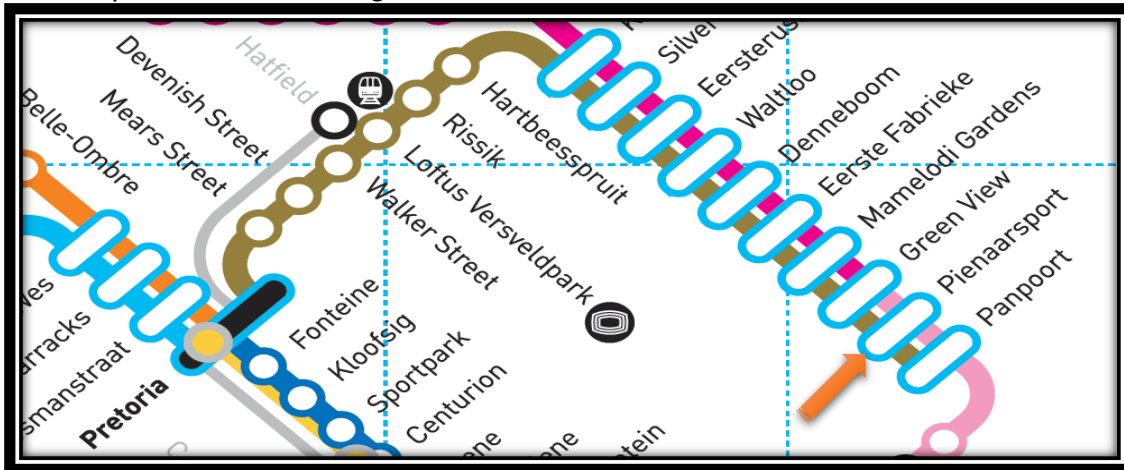


Figure 1: Schematic Layout

2.8.1 EXTENT AND COVERAGE OF THE PROPOSED PROJECT

The extent and coverage of this project Pienarspoort level crossing area.



Figure 1: Locality map of the Pienarspoort level crossing

2.8.2 OTHER RELATED PROJECTS

- Drainage and formation rehabilitation between Mitchell Street and Saulsville station.
- Drainage and formation rehabilitation between Hercules and Koedoespoort station
- Drainage and formation rehabilitation around Pretoria station area
- Drainage and formation rehabilitation between Mitchell Street and Wolmerton station
- Drainage and formation rehabilitation in the Gauteng south region

2.9 SPECIFICATIONS OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

5.1 PROFESSIONAL TECHNICAL STAFF REQUIREMENTS

The appointed contractor will be required to provide qualified and experienced professional staff with the following key professional expertise:

1. Project or Contract Manager (Civil);
2. Civil – Perway / Structural Engineer;
3. Environmental Assessment Practitioner;
4. Construction Health and Safety Manager;
5. Perway – Track Inspector/ Master;

Professional Body Registration

- **Engineering Council of South Africa:** Pr. Engineer/s, Pr. Technologist/s, Pr. Technician/s
- **South African Institute of Civil Engineers:** SAICE
- **South African Council for the Project and Construction Management Professions:** Pr. CPM, CPM and/or Pr. CM, CM and/or Pr. CHSA, CHSO and CHSM

Details of the minimum qualifications for the technical staff listed above are outlined in the technical matrix.

5.1.1. PROJECT OR CONTRACT MANAGER

The desired minimum qualifications for the Project or Contract Manager are as follows:

- BSc, B-Tech Degree or National Diploma in Civil Engineering;
- ECSA registration as a Professional Engineer/Technologist/Technician or Candidate;
- More than 5 year of post-graduate experience;
- Project Management qualification over 5 years' experience in Project Management;
- South African Council for the Project and Construction Management Professions (SACPCMP) professional registration certification or Project Management Professional (PMP) Certification;
- More than 5 year of leadership experience on similar or related projects;

- More than 5 years' experience in the planning and design of similar or related projects.

5.1.2. CIVIL - PERWAY / STRUCTURAL ENGINEER

The desired minimum qualifications for the Civil – Perway / Railway Engineer are as follows:

- BSc, B-Tech Degree or National Diploma in Civil Engineering;
- ECSA registration as a Professional Engineer/Technologist/Technician or Candidate;
- More than 5 year of post-graduate experience;
- Project Management qualification over 5 years' experience in Project Management;
- More than 5 year of leadership experience on similar or related projects;
- More than 5 years' experience in the planning and design of similar or related projects.

5.1.3. ENVIRONMENTAL ASSESSMENT PRACTITIONER

The desired minimum qualifications for the Electrical Engineer – Heavy Current are as follows:

- BSc, B-Tech Degree, National Diploma in Environmental Management or a related discipline;
- Registered with the relevant Professional body;
- More than 5 year of post-graduate experience;
- More than 5 year of leadership experience on similar or related projects;
- More than 5 years' experience in the planning and design of similar or related projects.

5.1.4. CONSTRUCTION HEALTH AND SAFETY MANAGER

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

- Recognised 3 years Health and Safety qualification;

- More than 5 year of post-graduate experience;
- South African Council for the Project Construction Management Professions (SACPCMP) professional registration.

5.1.5. PERWAY – TRACK INSPECTOR/ MASTER

The desired minimum qualifications for the Perway Track Inspector are as follows:

- Recognised 2 years Track Inspector qualification;
- More than 5 year of post-graduate experience;
- More than 5 year of leadership experience on similar or related projects;

6. TECHNICAL SPECIFICATIONS RELATED TO THIS PROJECT:

The execution of this project shall meet technical capabilities and performance requirements for all specifications and standards approved and adopted by PRASA. A list of the technical specifications is outlined below:

- SANS 3000 - Railway Safety Management;
- Manual for Track Maintenance 2000
- Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and Applicable Regulations (E4E);
- Specification for Works On, Over, Under or Adjacent to Railway Lines and Near High Voltage Equipment (SPK7/2);
- SANS 1200A - Standardised Specification for Civil Engineering Construction, Section A: General;
- SANS 1200C - Standardised Specification for Civil Engineering Construction, Section C: Site Clearance;
- SANS 1200D - Standardised Specification for Civil Engineering Construction, Section D: Earthworks;
- Municipal Management Act;
- National Water Act no 36 of 1998;
- SANS ARP 084 - 1:2009 / RSR84 – 1:2009 (Railway stations – passenger platforms);
- S410: Specification for Railway Earthworks (December 2003);

- Railway Safety Regulator Act (Act 16 of 2002);
(https://www.gov.za/sites/default/files/gcis_document/201409/a16-02.pdf)
- Norms, Standards and Guidelines;
- National Environmental Management Act No. 107 of 1998;
- SANRAL Drainage Manual 6th Edition 2013;
- SABS 1200NB Railway sidings (Track work);
- EN13674-1, UIC 860-1 or latest equivalent standard;
- EN13848 – Railway applications – Track geometry quality or the latest equivalent standard;
- E10: General specifications for railway track work;
- Code of Practice for the Design of Highway Bridges and Culverts in South Africa: February 2022 as amended.
- The preferential Procurement Regulations, 2017 (Where applicable)
(https://www.gov.za/sites/default/files/gcis_document/201701/40553rg10684gon32.pdf)

It is the responsibility of the contractor to ensure that all applicable standards and specification are covered over and above what is listed.

7. SAFETY:

- 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.
- A copy of the act as well as an approved safety file shall be kept on site for the duration of the project.
- 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.
- 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.

- All personnel employed by the Contractor shall have undergone a Health and Safety Induction.
- 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.
- The 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.
- 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.
- All work shall always comply with the E7/1 Specification attached hereto.
- Normal protection measures in accordance with the Protection Manual shall apply.
- 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.
- 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.
- It 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. SITE DIARY:

On commencement of the work the Contractor shall have available a site diary (in triplicate) to record the daily work done as well as details of any circumstances (E.g., Inclement weather, broken machinery, etc.) which may affect the progress of work on site. After completion of the day's work, the Metrorail representative on site will co-sign the diary to agree on the work done. It is the responsibility of the contractor to provide the log sheets on a weekly basis to the Technical Officer.

9. TIME FRAMES / PROGRAMS

9.1. Contract period

PRASA requires that construction work and supply of material be completed **within the timelines indicated below**, which shall include any statutory holiday falling within these periods and shall also include the period from 15 December to 4 January (where construction activities allow), both days included, if it falls within these periods. Every effort must be made to expedite the works of the project hence for PRASA's operational requirements for the 15 December to 4 January (contractor's break) is the most ideal period to gain access to the PRASA network with minimal or no interruption to the train service, winning bidders / joint ventures / consortiums are advised to price for the timelines indicated below and ensure their teams availability for major construction activities.