



prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: 10334198

THE APPOINTMENT OF A CONTRACTOR FOR EROSION CONTROL IN THE GAUTENG REGION FOR A PERIOD OF 12 MONTH ON AN AS AND WHEN REQUIRED BASES.



SECTION 1: SBD1

PART A INVITATION TO BID

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

BID NUMBER:	10334198	CLOSING DATE:	29/03/2023	CLOSING TIME:	12h00PM
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR EROSION CONTROL IN THE GAUTENG REGION FOR A PERIOD OF 12 MONTH ON AN AS AND WHEN REQUIRED BASES.				

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

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

PASSENGER RAIL AGENCY OF SOUTH AFRICA
GROUND FLOOR, SHOSHOLOZA JUNCTION
CNR LEYDS AND SIMMONDS Str
BRAAMFONTEIN, JHB

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Mr. Godfrey Phasha
TELEPHONE NUMBER	011 085 7063
E-MAIL ADDRESS	Godfrey.phasha@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.....
COMPULSARY BRIEFING	YES	DATE AND TIME: 23/03/2023 @12h00PM		VENUE	7 TH FLOOR BOARDROOM SHOSHOLOZA JUNCTION CNR LEYDS AND SIMMONDS Str BRAAMFONTEIN

APPOINTMENT OF A CONTRACTOR FOR EROSION CONTROL IN THE GAUTENG REGION FOR A PERIOD OF 12 MONTH ON AN AS AND WHEN REQUIRED BASES.



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, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

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

APPOINTMENT OF A CONTRACTOR FOR EROSION CONTROL IN THE GAUTENG REGION FOR A PERIOD OF 12 MONTH ON AN AS AND WHEN REQUIRED BASES.



NUMBER MUST BE PROVIDED.

- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

NB:

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



SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

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

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

2 COMMUNICATION

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

3 BIDDERS COMPLAINTS PROCESS

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

3.1.1 Bid/Tender Description

3.1.2 Bid/Tender Reference Number

3.1.3 Closing date of Bid/Tender

3.1.4 Supplier Name;

3.1.5 Supplier Contact details

3.1.6 The detailed compliant

4 LEGAL COMPLIANCE

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

5 CHANGES TO QUOTATIONS

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

6 PRICING

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

7 BINDING OFFER

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

8 DISCLAIMERS

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

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

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

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

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

9 LEGAL REVIEW

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

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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



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

11 PROTECTION OF PERSONAL DATA

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

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

12 EVALUATION METHODOLOGY

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

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

13 ADMINISTRATIVE RESPONSIVENESS

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

14 VALIDITY PERIOD

14.1 PRASA requires a validity period of **90 Working Days** from the closing date.

14.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity

period. However, once the delegated authority has approved the process the validity of the successful respondent(s)' bid will be deemed to remain valid until finalization of the award.),

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

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

16 RETURNABLE DOCUMENTS

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

16.1. Mandatory Returnable Documents

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

SECTION 3

1 EVALUATION CRITERIA:

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

Stage 1A – Mandatory Requirements

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

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

No.	Description of requirement	
a)	Completion of ALL RFP documentation (includes ALL declarations)	
b)	Briefing Session Form D. Bidders must also reflect on the Compulsory Briefing Session Attendance Register	
c)	Joint Venture , Consortium Agreement or Partnering Agreement signed by all parties. The agreement should indicate the leading bidder where applicable.	
d)	Proof of CIDB grading 4CE or higher	

Stage 1B –Other Mandatory Requirements

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

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

No.	Description of requirement	
a)	Letter of Good Standing: COID.	
b)	Supply of valid SARS Pin	
c)	CSD supplier registration number	
e)	Valid BBBEE Certificate from SANAS accredited rating agency (Original or Certified) or Affidavit signed by the Commission of Oath	

2.1 Stage 2

Technical / Functionality Requirements

Scoring of Functionality:

Qualifying bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is **70%** as per the standard Evaluation Criteria presented below. Bidders who score below this minimum requirement shall not be considered for further evaluation in stage 3.

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

Technical Evaluation Criteria

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

Technical Evaluation Criteria

FUNCTIONALITY EVALUATION CRITERIA

CRITERIA	WEIGHT	SCORES
Organizational Experience Track record on similar type and size (or more) of projects previously executed – Drainage and retaining structure Projects: 1. Construction or Rehabilitation of drainage system 2. Construction or Rehabilitation of retaining structures <i>NB. Provide for each successfully completed project/s in the following sequence:</i> <i>* Copy of an appointment letter/s (on a company letterhead) reflecting the following information:</i> - 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. <i>* Attach completion certificate/s signed by client/s indicating the value and type of work performed</i>	40	<u>Score will be based on successfully executed and completed similar drainage and retaining structure projects indicated on the first column and score will be allocated as follows:</u> 0: No information submitted – 0 Points 1: : 1 record of each listed similar projects = 8 points 2 : 2 records of each listed similar projects = 16 points 3 : 3 records of each listed similar projects = 28 points 4 : 4 records of each listed similar projects = 35 points 5 : Minimum 5 records of each listed 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 or Contract Manager (Civil); • Construction Health and Safety officer. • Railway Flag person <i>(N.B. Provide copies of original qualifications and certificates of</i>	20	<u>Score will be based on the Qualifications, Proof of Professional registration and Technical experience of each key staff (Project Manager, Civil Engineer, Construction health and safety officer and Track Inspector/Master. 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 = 7 points 2: Listed two key staff members with a minimum of 5 years' related experience = 14 points

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.		3: Listed three key staff members with a minimum of 5 years' related experience = 20 points NB: A minimum of 70% shall be attained for the bidder to be evaluated further
Project Technical Approach /Methodology <i>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.</i> <i>The Methodology, must cover the following elements:</i> • Identification of risks and mitigation, • Work breakdown of activities, measurements & assessment, • Pre-handover quality inspection, • Quality assurance, • Material handling and storage process, • Hand tools • Plant and equipment • Transportation and Post quality inspection	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 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> • Estimated start and finish dates. • Major milestones • Critical path and estimated duration. • Logic to reach works completion. • Work plan or project schedule also contains information on execution integration and redundancy for unforeseen delays or occurrences.	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	

Note: Bidders that fail to achieve the minimum overall qualifying score of 70% on functional/ technical requirements will not be considered for further Price and BBBEE evaluation.

2.2 Stage 3- Price and Specific Goals

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

The maximum points for this tender are allocated as follows:

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Women Owned	4 Points	
Black Youth Owned	4 Points	
Owned by Black People with Disability (PWD)	4 Points	
Black People Military Veterans	4 Points	
51% Black Owned	4 Points	

SPECIFIC GOALS

Black Women Owned

Black Youth owned

Owned by Black People with Disability (PWD)

Black People Military Veterans

51% Black Owned

ACCEPTABLE EVIDENCE

Certified copy of ID Documents of the Owners

Certified copy of ID Documents of the Owners

Certified copy of ID Documents of the Owners and Doctor's note confirming the disability

Certified copy of ID Documents of the Owners and military ID number/documents

CIPC Documents / B-BBEE Certificate / Affidavit

SECTION 4

PRICING AND DELIVERY SCHEDULE

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

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

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

_____ code

(Full address) conducting business under the style or title of:

_____ represented by:

_____ in my capacity as:

_____ being duly

authorised, hereby offer to undertake and complete the above-mentioned work/services at the prices

quoted in the bills of quantities / schedule of quantities or, where these do not form part of the contract,

at a lumpsum, of _____ R

_____ (amount in



numbers);

(amount in words) Incl. VAT.

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

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

SECTION 5

PRASA GENERAL CONDITIONS OF PURCHASE

General

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

Conditions

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

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

Price and payment

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

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

Delivery and documents

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



Where items are to be delivered the Supplier:

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

Containers / packing material

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

Title and risk

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

Rejection

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

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

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

Warranty

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

Indemnity

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



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

Assignment and sub-contracting

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

Governing law

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

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 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.2. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.3.1. POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or



- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Women Owned	4 Points	
Black Youth Owned	4 Points	
Owned by Black People with Disability (PWD)	4 Points	
Black People Military Veterans	4 Points	
51% Black Owned	4 Points	

SPECIFIC GOALS

Black Women Owned

Black Youth owned

Owned by Black People with Disability (PWD)

Black People Military Veterans

51% Black Owned

ACCEPTABLE EVIDENCE

Certified copy of ID Documents of the Owners

Certified copy of ID Documents of the Owners

Certified copy of ID Documents of the Owners and Doctor's note confirming the disability

Certified copy of ID Documents of the Owners and military ID number/documents

CIPC Documents / B-BBEE Certificate / Affidavit

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One-person business/sole propriety

APPOINTMENT OF A CONTRACTOR FOR EROSION CONTROL IN THE GAUTENG REGION FOR A PERIOD OF 12 MONTH ON AN AS AND WHEN REQUIRED BASES.

- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SECTION 9

CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING (YES)

Request number:	RFQ NO: 10334198
Request for Proposal:	APPOINTMENT OF A CONTRACTOR FOR EROSION CONTROL IN THE GAUTENG REGION FOR A PERIOD OF 12 MONTH ON AN AS AND WHEN REQUIRED BASES.

Attendance

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

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

for / on behalf of PRASA

Designation

Acknowledgement

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

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

DULY AUTHORISED SIGNATORY(IES) WITNESSES

1. _____ 1. _____

2. _____ 2. _____

3. _____ 3. _____

SPECIFICATION/SCOPE OF WORK**1. INTRODUCTION**

This submission is aimed at getting the approval for the appointment of a contractor for erosion control in the Gauteng Region in the Gauteng Region for a period of 12 month on an as-and when required basis.

PRASA railway network demographics consist of cuttings and open line whereby embankments on the cuttings need to be stabilised so that PRASA assets are protected from erosion caused by unstable embankments during rainy seasons.

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.

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 embankments on the cuttings as storm water will not be properly managed/controlled.

Apart of maintenance, during rainy seasons as evident in the past, flooding occurs in most parts of the railway reserve resulting in erosion on some parts of the railway network which causes major service disruption.

2.2. Problem statement:

Erosion has resulted in the deterioration of retaining structures for embankments on the cuttings and at some instances excess soil and rubble is washed on to the railway tracks covering the tracks which makes it impossible for the train to move. This impacts train operation negatively due to service disruption as such floods lead to train derailment.

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 embankments and places where erosion is likely to occur has adequate retaining structures and erosion preventative measures,
- To ensure that the risk of track flooding due to erosion is eliminated,
- To ensure that the deterioration of track formation due to poor drainage caused by retaining structure failure is mitigated,
- 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 caused by retaining structure failure,
- To mitigate possible accidents,
- 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 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, 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 retaining the failed embankments with old sleepers and sandbags. They are also clearing the tracks 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 construct, upgrade or/and rehabilitate the retaining structures and other erosion preventative measures.

4. SCOPE OF WORKS AND AREAS OF FOCUS

PRASA intends on appointing a contractor who will be responsible for this project.

4.1. SCOPE OF WORKS

This specification covers the work necessary for the erosion control in the Gauteng Region on an as and when required basis. It covers the following items:

- Design of Terrafix 120 erosion retaining structure,
- Supply and Installation of Terrafix 120 erosion control blocks,
- Provision of surface / subsurface drainage as required, and the
- Cleaning of an existing drainage system.

4.1.1 INTERPRETATIONS

Where this specification is required for a project, the supporting specifications and references in item 2 and 3, shall, inter alia, form part of the contract documents:

4.1.2 SITE AND SURROUNDING AREAS

- The contractor must familiarize himself with the site, access to the site and the surrounding area before submitting his tender.
- There are no water, electricity or ablution facilities on site.
- No open fires or the burning of vegetation will be allowed on site.
- Except for a site office and store, no other temporary buildings or structures will be allowed on site without the permission of the Technical officer.

- Except for security personnel (should it be required), no other employees may be housed on site.

4.2 CONSTRUCTION

4.2.1 GENERAL

The contractor is required to provide the method statement and programme of works to be approved by the Engineer.

4.2.2 PROGRAMME AND METHOD STATEMENT

It is the requirement of these works that all work to be undertaken must be documented on a method statement. The method statement must be approved by the Engineer.

The work programme should be submitted to the Engineer and updated as and when work progresses. Any deviations to the program either by Engineer or contractor to be accounted for by the contractor and no liability will be accepted by PRASA.

It is the nature of these works that the work should continue between trains, occupations must be requested from the Engineer or his representative, who will advise on the period for which they are going to be approved and their duration. The contractor should have enough labour and resources to complete the works during these maintenance window periods.

PRASA will not allow works to continue without approval of occupations. The contractor may be required to work outside normal working hours.

4.3 METHODS AND PROCEDURES

4.3.1 DESIGN:

4.3.1.1 The contractor will be responsible to provide PRASA with an approved design and installation of Terrafix blocks retaining structures for erosion control. This will include:

- A survey of the area to determine the slope,

- Detail of any proposed surface drainage (E.g., earth drain, Concrete canal, etc.) to address the surface storm water entering the area,
- Detail of sub-surface drainage behind erosion blocks (if required),
- Detail of the erosion block foundation, and
- Any other detail required to successfully install the erosion blocks.

4.3.1.2 Should the contractor not be qualified to do the design, it will be expected from him to appoint a qualified person (E.g., PR Engineer) for this purpose.

4.3.1.3 It will be required from the contractor to provide PRASA (Technical officer) with detail drawings (1x hard copy and 1x soft copy in Civil 3D or AutoCAD) of the proposed design and Geotechnical report before any work is put to hand.

4.3.2 CONSTRUCTION/INSTALLATION

4.3.2.1 The contractor will be responsible to:

- Do all preparation work required (E.g., Cleaning of embankment, earthworks, compaction, Geotechnical study etc.) to successfully install the erosion blocks.
- Supply and install the erosion blocks (Including geo-fabric layers, backfill, compaction, foundation, etc.) to comply with the design,
- Supply and install all surface drainage as required by the design (E.g., Earth drain, surface drain with adjacent paving, etc.)
- Supply and install all sub-surface drainage as required by the design.

4.3.3 DISPOSAL OF RUBBLE AND EXCESS MATERIAL

4.3.3.1 Rubble and excess material shall be disposed of at a registered/legal land fill or as directed by the Engineer on each site.

4.3.4 PRE-WORK INSPECTIONS

4.3.4.1 The contractor must ensure that pre-inspections is carried out daily before any work is carried out.

The contractor shall do a pre-start inspection on the following:

- All PPE- (Gloves, goggles, overalls, safety boots, dust masks etc.)
- All tools- (Shovels, picks, etc.)
- All plant and equipment
- Check surroundings / area that you are going to perform the task in.

4.3.4.2 The contractor shall always follow the following procedures:

- Report to the Technical officer and give the necessary information on the task that is going to be performed.
- Take out the necessary permits that are required to perform the job.
- Before you start the task make sure that the necessary flags are put out for protection to warn trains that they are people working on the railway lines. Safe distances are 50m to 100m.
- Make sure that people who are going to perform the task know exactly what to do and what tools to use before they start.
- Access material and rubble is moved away from formation and drainage system.
- Supervision by competent person is always required to ensure that task is completed in safe manner.
- Once the task is completed make sure the area is left in safe condition.
- Remove the flags on both sides of the working area and sign off the permit.

4.4 COMPLETION

All completed work must be as per the engineer's designs and specifications. The contractor to ensure that the site is cleaned.

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

4.5 DELIVERY AND CLOSE OUT

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

5. DETAIL OF THE PREFERRED SOLUTIONS:

The preferred solution shall be the appointment of a contractor for erosion control in the Gauteng Region in the Gauteng Region on a once off basis.

6. DELIVERABLES:

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.

APPOINTMENT OF A CONTRACTOR FOR EROSION CONTROL IN THE GAUTENG REGION FOR A PERIOD OF 12 MONTH ON AN AS AND WHEN REQUIRED BASES.



- Submission of closeout report and as built drawings in hard and soft copies.

7. 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.

8. MEASUREMENTS AND PAYMENTS:

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

8.2. PRASA Project Manager will certify payments to the contractor.

8.3. SCHEDULED ITEMS.

8.3.1. Design of erosion control blocks..... Unit: Sum

The price quoted shall include all costs involved to:

- Appoint an engineer,
- Do the required investigations, survey and determine the slope,
- Do the design and provide PRASA with the required detail plans regarding the installation of the erosion control blocks.

The engineer's site inspections during the construction period must also be included in the price quoted.

8.3.2. Construction/Installation.....Unit: m & m²

8.3.2.1. Supply and install erosion control blocksUnit: m²

The rate tendered shall include all costs to do the preparation work, supply the erosion blocks to site and to do the installation thereof as required by the project specifications and to comply with the Engineer's design and it include the geo-fabric material and foundation required.

8.3.3. Supply and install surface drainageUnit: m & m²

8.3.3.1. The price quoted must include all costs to supply and install any form of surface drainage as required by the design, including all jointing and bedding material. Prices must be submitted for:

- a) Construction of earth drainUnit: m
- b) Construction of concrete/precast surface drainUnit: m
- c) Installation of impervious pavingUnit: m²

8.3.4. Supply and install sub-surface drainageUnit: m

8.3.4.1. Price quoted shall include all costs to supply and install any sub-surface drainage required by the design, including all jointing and filter material.

8.3.5. Compaction testsUnit: Each

8.3.5.1. Price quoted shall include all costs to successfully execute compaction tests (if required) and to provide the results thereof to the Technical Officer.

9. FORM OF CONTRACT:

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

10. AREA OF FOCUS:

The area of focus is Gauteng Region.

11. EXTENT AND COVERAGE OF THE PROPOSED PROJECT:

The extent and coverage of this project Gauteng Region

12. OTHER RELATED PROJECTS:

Drainage and formation rehabilitation in the Gauteng south region

13. SPECIFICATIONS OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

13.1 PROFESSIONAL TECHNICAL STAFF REQUIREMENTS

13.1.1. 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. Construction Health and Safety Manager;
4. Railway flag personnel

13.1.2. 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

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

13.1.3.1. 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;
- Minimum 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;
- Minimum 5 year of leadership experience on similar or related projects;
- Minimum 5 years' experience in the planning and design of similar or related projects.

13.1.3.2. PERWAY - TRACK INSPECTOR/MASTER

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

- Recognised 2 years Track inspector qualification
- Minimum 5 years of post-graduate experience;
- Minimum 5 years of leadership experience on similar or related projects;

13.1.3.3. 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;

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

13.1.3.4. RAILWAY FLAG PERSONEL

The desired minimum qualifications for the Railway Flag personnel are as follows:

- Recognised Flag person certificate that was issued by PRASA or TFR;
- Minimum 1 years working experience as a flag person;
- Minimum of three qualified flagmen shall be deployed for each occupied section.

14. HOURS OF WORK:

- All off-track related work will take place between trains and within the following hours:
08h00 – 16h00 (Monday - Friday)
08h00 – 18h00 (Saturday & Sunday)
- Any work with machinery closer than 3,0m from the railway and overhead power lines is dependent on the approval of occupation notices and will take place between:
09h00 – 15h00 (Monday to Friday), and
08h00 – 16h00 (Saturday & Sunday)

15. DURATION OF THE CONTRACT:

- This contract duration is twelve (12) months.
- The contractor must give a clear indication in their tender document (See schedule of quantities) of the time period they will need to execute this project.
- A preliminary construction program (Excel or MS Project) shall be submitted with the tender. The program shall be in the form of a simplified bar chart with sufficient detail to clearly show how the works will be performed. A detailed construction program must be submitted once the contract has been awarded (before work commences)



- The late completion of the project will result in a penalty which will be on the contractor's cost.

16. PREVIOUS EXPERIENCE:

All tenderers are required to give satisfactory evidence of previous experience regarding erosion control, as it will form part of the evaluation criteria during the process of awarding the contract. All tenderers must therefore complete the "Schedule of Experience" included in the tender document. Failure to do so will lead to disqualification of tender document.

17. SAFETY OF STAFF AND PROTECTION OF TRAINS:

- The contractor will be responsible for the safety and protection of his personnel, machinery, equipment, material and partially completed work until the works are handed over to the client.
- It is a requirement that the appointed contractor submit to the Technical Officer a Safety File for approval before commencement of contract. The safety file will be kept up to date on site and must always be available for inspection.
- The safety file must cover all aspects of safety and safe working methods on site and before the start of the contract.
- Protection of the workplace will be done by flagmen supplied by the contractor and all liaisons with Train Services shall be done by the contractor's supervisor or PRASA RAIL Track master.
- It is the responsibility of the contractor to provide security on site for equipment, material and personnel for the duration of the contract.

18. TOOLS AND EQUIPMENT:

- The contractor shall supply all tools and equipment required for and during the execution of the work.
- The Contractor shall supply, maintain and operate all labour, equipment and material associated with the works.

19. 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:

19.1. Supporting specifications.

The following references and documents shall, inter alia, form part of this Specification:

- SANS 1200 “Standard specification for civil engineering construction”.
- SANS – 1200 A General.
- SANS – 1200 AB Engineers offices.
- SANS – 1200 C Site clearance.
- SANS – 1200 DA Earthworks (small works).
- SANS – 1200 DB Earthworks (pipe trenches).
- SANS – 1200 DK Gabions.
- SANS – 1200 GA for concrete works.
- SANS – 1200 L Medium pressure pipes.
- SANS – 1200 LB Bedding (pipes).
- SANS – 1200 LE Stormwater drainage.
- SANS – 1200 LG Pipe jacking
- Project specifications
- PCD - Subsoil and stormwater drainage age 21 of 28 PCD - 1 to 6

19.2. References

The following references and documents shall, inter alia, form part of this Specification:

- The E10 Specification for Railway Track work (1996).
- The Manual for Track Maintenance (2000).
- SPK5 PRASA General Condition of contract.
- E.4E PRASA and Transnet specifications and contractual requirements.
- Standard specifications E7/1.
- Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and Applicable Regulations (E4E); including any subsequent amendments.
- Railway Safety Regulator Act (Act 16 of 2004).



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

20. GENERAL 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 15 minutes of its occurrence and any other incident shall be reported within 12 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 is the requirement of this contract that the contractor should provide PRASA with a detailed safety plan prior to being issued with a site access certificate, in accordance with the latest version of the OHS Act and the SPK7 and the PRASA SHE Specification.
- The contractor is responsible to appoint the safety officer fulltime on site whose sole responsibility will be to manage and monitor safety related issues on site.
- All drivers must have valid driver's licenses and Public Drivers Permits (PDP) where applicable. Vehicles must be road worthy.
- The Contractor will be responsible for all protective clothing and equipment for his employees.
- The method of rail replacement shall be such that work may proceed either under "total occupation" or "between trains occupation" and shall at all times comply with the E7/1 Specification.
- Normal protection measures in accordance with the Protection Manual shall apply.
- All protection arrangements shall at all times remains under the supervision and responsibility of a Track Inspector/master or Track inspector.
- The contractor shall at all times be required to supply adequate and competent supervision.
The contractor shall provide a fully qualified Track Inspector/Master - with valid Track Inspector/Master certificate (as required by PRASA) to properly supervise the execution of the work.
- The contractor must supply his own flagmen with valid flagmen certificate as required per work site for protection duties. (At least 3 flagmen per site)
- The contractor shall appoint at each work site a person whose sole task shall be to be on the lookout for approaching rail traffic. This employee shall operate an audible warning device to timeously warn all people on the work site of approaching rail traffic.
- The contractor shall not allow any persons on the work site to venture within the structure gauge when this warning procedure is not operating effectively.



- The warning device shall be such that its sound can be clearly and effectively heard above the noise on the work site by all personnel within a radius of 100m around the center of each work site. The cost to the contractor of providing the lookout as well as the warning device shall be deemed to be included in the rates tendered and no separate payment shall be made.
- 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 work site before work proceeds.
- The Contractor shall accept responsibility for safe custody of the material and care of PRASA assets from the time the site and material is handed over into his custody by PRASA RAIL.
- Any loss or damage to Material and PRASA assets will be recovered on the contractor's account.
- This clause will remain effective to the duration of the contract until the contractor hand back the site to PRASA project manager.

21. 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.

22. TO BE PROVIDED BY PRASA:

A Technical Supervisor to inspect the work done by the contractor.

23. EMPLOYMENT OF LOCAL LABOUR:

Metrorail will 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.

24. TIMEFRAMES/PROGRAMS:

24.1. 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.

24.2. Program (all inclusive) as per the schedule below:

KEY MILESTONES

Milestone	Key dates
Specification / TOR / SOW Approval	21 Days
Tender Advert	14 Days
Tender Briefing	1 day
Tender Close/Submissions	16 Days
Approval of BEC and BAC committee	21 Days
Tender Evaluations	14 Days
HVTP (where applicable)	
Tender Recommendations and approvals	14 Days
Negotiation (where required)	
Award to successful Bidder	21 Days
Signing of Contract	30 Days

Table 6.1 Key Milestones

25. BUDJET:

25.1. Confirmation of availability of funds

This is a 12 month project with an estimated contract period of 12 months on an as-and when basis requirement. The total estimated cost of works (Inclusive of transport cost) for the project is presented in the table below.

- 25.1.1. Prices must be total costs and final cost to be VAT inclusive.
- 25.1.2. The items indicated on the schedule of quantities may increase or decrease from time to time and therefore the prices quoted will be *per item*.
- 25.1.3. Transport fees must be included in the tender price and no claims can be entertained for travelling.
- 25.1.4. The contractor will get paid on a monthly basis for work done only and on condition that the work complies with the relevant specifications and standards and it is approved by PRASA.
- 25.1.5. Work not conforming will be rejected and the contractor will be responsible for the repairs of the rejected work at his own account
- 25.1.6. Any damages caused to any assets of Metrorail by the contractor during the execution of his duties will be for the contractor's account
- 25.1.7. Any losses or damages (due to theft, accidental loss, etc.) experience by the contractor during the contract period will be for the contractor's account.
- 25.1.8. Claims for payment will be made on a monthly basis, before the fifteenth or thirtieth of each month for work logged and signed off by the Technical Officer's Deputy in the Daily Logbook. Payments will take 30 days after receipt of invoice.

25.2. CONTRACT PRICE ADJUSTMENT:

- 25.2.1. There will be no price adjustments allowed. This will be a fixed price contract award.
- 25.2.2. There will be no variations allowed on this contract.

25.3. PROPOSED PAYMENT MILESTONES

a) Project Mobilisation (5%)

Submission of Contract Surety and core Project documentation including:

- I. Design & Engineering Plan
- II. Quality Plan

III. Safety Plan

IV. Baseline Project Schedule and Occupation Plan

- b) Detailed Design complete and approved by PRASA (10%)
- c) Site Establishment Complete and Construction Start (5%)
- d) First 25% of scope of works complete (15%)
- e) Construction Works 50% Complete (25%)
- f) Construction Works 85% Complete (20%)
- g) Substantial completion of 100% Total Works including snags (15%)
- h) Contract closure (5%). Official Handover and submission of the complete sets of As-built drawings in CAD.

BOQ/ PRICING SCHEDULE

Item	Description	Unit	Quantity		Rate	Amount
1	DESIGN					
1.1	Design of retaining structure	Sum	1			
2	CONSTRUCTION/INSTALLATION	m ³	1			
2.1	Supply and install erosion control blocks	m ²	1			
2.2	Supply and install surface drainage					
2.2.1	Construction of earth drain	m	1			
2.2.2	Construction of concrete/precast surface drain	m	1			
2.2.3	Supply and install of impervious paving	m ²	1			
2.3	Supply and install sub-surface drainage pipes	m	1			

APPOINTMENT OF A CONTRACTOR FOR EROSION CONTROL IN THE GAUTENG REGION FOR A PERIOD OF 12 MONTH ON AN AS AND WHEN REQUIRED BASES.

3	CLEANING OF DRAINAGE				
3.1	Cleaning of existing drainage system	m	1		
4	COMPACTION TEST				
4.1	Testing of compacted backfill layers	Each	1		
SUB TOTAL				R	
VAT 15%				R	
GRAND TOTAL				R	

Note: Prices to remain fixed for the duration of contract.