



prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: 10335368

**THE EXCAVATION, UPGRADING AND REHABILITATION OF DRAINAGE SYSTEMS AND
MANUAL SCREENING IN THE GAUTENG REGION FOR A PERIOD OF 12 MONTHS**

SECTION 1: SBD1

PART A INVITATION TO BID

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

BID NUMBER:	10335368	CLOSING DATE:	23/03/2023	CLOSING TIME:	10h00am
DESCRIPTION	THE EXCAVATION, UPGRADING AND REHABILITATION OF DRAINAGE SYSTEMS AND MANUAL SCREENING IN THE GAUTENG REGION FOR A PERIOD OF 12 MONTHS				
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: 16/03/2023 @12h00		VENUE	7 TH FLOOR BOARDROOM SHOSHOLOZA JUNCTION CNR LEYDS AND SIMMONDS Str BRAAMFONTEIN

THE EXCAVATION, UPGRADING AND REHABILITATION OF DRAINAGE SYSTEMS AND MANUAL SCREENING IN THE GAUTENG REGION FOR A PERIOD OF 12 MONTHS

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

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.

Table 33.4: 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

Table 33.5: Technical evaluation criteria

Technical evaluation criteria:

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
Organizational Experience <i>(N.B. Provide for each successfully completed project/s in the following sequence; Copy of an appointment letter/s(on a company letterhead), description of the project, Client name, Client contact (i.e. email and office number), Project start date, project end date, extension of time where applicable, contract value inclusive of VAT.</i> <i>Furthermore, attach completion certificates signed by client indicating the value and type of work performed or letter with on a company letter head indicating that they are new on the field.</i>	40	Score will be based on successfully completed similar projects in the drainage and formation rehabilitation of which details are provided. 0: No submission/Non-compliance = 0 points 1 : 0 to 1 similar project = 8 points 2 : 2 similar projects = 16 points 3 : 3 similar projects = 24 points 4 : 4 similar projects = 32 points 5 : 5 and more similar projects = 40 points
Experience of key personnel (based on CVs submitted) Civil Engineering Technician	30	Score will be allocated as follows: 0: No submission/Non-compliance = 0 points 1: Listed key staff members have minimum 1 but less than 2 years' related experience = 6 points 2: Listed key staff members have 2 but less than 3 years' related experience = 12 points

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
<i>(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)</i>		3: Listed key staff members have 3 but less than 4 years' related experience = 18 points 4: Listed key staff members have 4 but less than 5 years' related experience = 24 points 5: Listed key staff members have 5 years' related experience and above = 30 points
Project Program (Work plan) <i>(N.B. Provide project schedule in MS projects that meets the client's timeline requirements and the schedule to cover the following key Milestones:</i> • Site Establishment • Actual construction activities. • Practical completion • Final works completion	10	Score will be allocated for MS Project Schedule provided 0: No submission/Non-compliance = 0 points 1: Inadequate/ unrelated project schedule provided = 2 points 2: Project schedule provided but no detailed activities indicated = 4 points 3: Project schedule provided with activities indicated on the program aligned with the preferred duration of the project; = 6 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) = 8 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.,

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
Maximum project duration of Twelve (12) Months		Baseline and critical path), clear understanding of the scope of work and site challenges addressed = 10 points
Project Approach and methodology (N.B. The project methodology must be in line with the scope of work. Identify the risks associated with the project activities and mitigation measures. Furthermore, clearly show risks and mitigation measures of working on the railway environment) Elements: Identification of risks and mitigation, Work breakdown of activities, measurements, assessment, Pre-handover quality inspection, Quality assurance, Contingency storage process, Hand tools, Transportation and Post quality inspection.	20	The points for the project approach and methodology will be allocated as follows: 0: No approach and methodology provided/Non-compliance = 0 points 1: Methodology detailing less than 5 elements relating to the methodology = 4 points 2: Methodology detailing 5-6 elements relating to the methodology = 8 points 3: Methodology detailing 7-8 elements relating to the methodology = 14 points 4: Methodology detailing 9-10 elements relating to the methodology = 17 points 5: Methodology detailing more than 10 elements relating to the methodology = 20 points
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 BBEE 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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
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

- ☐ 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: 10335368
Request for Proposal:	THE EXCAVATION, UPGRADING AND REHABILITATION OF DRAINAGE SYSTEMS AND MANUAL SCREENING IN THE GAUTENG REGION FOR A PERIOD OF 12 MONTHS

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

THE EXCAVATION, UPGRADING AND REHABILITATION OF DRAINAGE SYSTEMS AND MANUAL SCREENING IN THE GAUTENG REGION FOR A PERIOD OF 12 MONTHS

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

THUS DONE and SIGNED at _____

on this _____ **day of** _____

DULY AUTHORISED SIGNATORY(IES) WITNESSES

1. _____ **1.** _____

2. _____ **2.** _____

3. _____ **3.** _____

SECTION 11

SPECIFICATION/SCOPE OF WORK

1. NATURE OF WORK

The work entails the cleaning, excavation, rehabilitation and upgrading of all types of existing drainage systems at various sites in the Prasa Rail Gauteng Province, as part of annual maintenance. This is to cater for water entering the track substructure through precipitation (rain), surface flow (water down adjacent slopes) and part of subsurface (water seeping upward) which influences track performance. The drains shall be classified as follows:

- A) EARTH CHANNELS (OPEN DITCHES)**
- B) CONCRETE-LINED DRAINS**
- C) CONCRETE HALF-ROUNDS**
- D) BOX CULVERTS**
- E) PIPE CULVERTS**

The drains are situated either at:

- (i) cuttings – where there is no access by vehicle or service road up the embankment,
- (ii) straight/open lines – where there is easy to load/deposit material out of site, throughout Prasa rail lines. For A) and B) the drain profiles shall be less than (<) 500mm wide by 500mm deep, and greater than (>) 500mm wide by 500mm deep. For C) the half rounds are 450mm diameter, For D) the box culvert profiles shall be less than (<) 1.0m wide by 1.0m deep, less than (<) 2.0m wide by 2.0m deep, less than (<) 3.0m wide by 3.0m deep. For E) the pipe culverts are less than (<) 600mm diameter, less than (<) 900mm, and less than (<) 1200mm diameter.

2. AREA OF OPERATION AND ACCESS OF SITE WORK.

The area of operation shall be Prasa Rail Gauteng Province and access is available via existing district roads and service roads adjacent to the existing stations and lines. Permission for access to site must be obtained from the Track Inspector for each site.

3. SPECIFICATION OF PROPOSED WORK PROCESS

- 3.1 Clean and hand-excavate the drains (open ditches) of all materials to the required level profiles and alignment.
- 3.2 Clean the concrete-lined drains and concrete half-rounds of all materials to maintain its designed purpose.
- 3.3 Clean the box and pipe culverts of all materials to maintain its designed purpose.
- 3.4 Box the ballast to its original 'ballast bed' profile (to the satisfaction of the Engineer), so as not to interfere with the top of the drain and hand screen any contaminated ballast by using ballast forks to make sure that the ballast shoulder is not higher than the sleeper height and there is a free flow of water.
- 3.5 The ballast screening work will be supervised by a qualified Track master, in possession of a valid Track master certificate for each maintenance activity performed. Track master to be provided by the contractor and his certificates must be presented before the awarding of the contract.
- 3.6 No contamination of ballast is allowed whatsoever.
- 3.7 In Cuttings, remove all the material at the top edge of the embankment that may interfere or erode into the drain.
- 3.8 Concrete-lined and half-rounds, clean the drains to the originally designed invert level for adequate drainage.

3.9 Clear and Grub: remove all bushes (complete with roots), other vegetation, rubbish and all other material (intermediate/hard rock) that may interfere with the flow of water, (a) inside the drains and (b) on the sides of the drains.

3.10 Always slope the soil from the ballast bed to the direction of the drain for water to flow out of the ballast and formation.

3.11 Always start working on the lower lying side of the slope or drain gradient.

3.12 All spoil material shall be removed and deposited on a legal waste/landfill site.

3.13 It is the intention of this contract that all work will be done by hand labour and or pneumatic tools where rock is encountered.

3.15 The workplace will be as directed by the Engineer or his/her Representative.

3.16. All excavations for open drains shall be classified as follows for payments purposes: -

3.16.1 **Hard material:** - Material, which cannot be excavated except by drilling with the use of pneumatic tool or mechanical breakers

3.16.2 **Soft material:** - All material not classified as hard material shall be classified as soft material. Notwithstanding the above classification, all material excavated from previously excavated fills or sub grades shall be classified as soft material.

3.16.3 Open drain excavations shall involve the excavations (construction) of open drains and channels, including channels to direct the course of streams as directed by the Regional Engineer (Perway) or his/her representative.

3.16.4 Open drain shall be constructed true to line, grades and cross sections and shall be so maintained for the duration of the contract.

3.16.5 The contractor to supply at least one (1) fully qualified Engineering Technician with a National Diploma in Civil Engineering.

- 3.16.6 The contractor is to carry out his survey and setting out to formulate his drawing, which shall clearly indicate chainages, NGL's, rail levels, design invert levels and location of control points and profiles.
- 3.16.7 The technician shall be given 24-hour notice for inspection of the setting out and drawings prior to the commencement of any work. Such notice shall be given in writing clearly stipulating the date, time and exact venue for such inspection.
- 3.16.8 Care shall be taken to avoid excavations below the required grade for open earth drains and any excavations carried beyond the required grades shall be backfilled with suitable material, and compacted to at least 90% mod. AASHTO density by the contractor at his/her own expense.
- 3.16.9 If ordered by the Regional Engineer, all existing open drains including culverts inlets and outlets, but excluding open drains constructed by the contractor him/herself, shall be cleared and where necessary shaped by removing sediments and trimming the floor and sides.
- 3.16.10 From time to time, the contractor may be asked to set out levels, to establish that there are not back falls and all invert levels are correct. These can be done by the use of profile boards to ensure a straight line and or dumpy levels.
- 3.16.11 All excavated channels shall have a fall of at least 1:200, and tie up uniformly with all invert levels.
- 3.16.12 All setting out of levels and or straight line to be approved prior to work being undertaken.
- 3.16.13 The use of pneumatic tools and or mechanical breakers for the removal of intermediate to hard rock should be provided for.
- 3.16.14 All earth channels to be in the form of a trapezoidal shape with both side of the

channel sloping at 45-degree angle. The base of the channel must be minimum 500mm breadth on the sloping sides; however, this may vary according to the practicable workspace available.

3.16.15 Manholes:

- 3.16.15.1 The contractor will also be required to clean all manholes by first lifting manholes covers (lids) or removing the line cover and removing any material that may interfere with flow of water. The payment for this item shall be per cubic meter (m³)

4. TO BE SUPPLIED BY THE TENDERER.

- 4.1 The tenderer shall submit with his/her tender a detailed method statement and sequenced program based on Annexure 1 of how he/she proposes to execute the work. This shall include detail of number and grades of staff and equipment that he/she intends using. On award of the tender the successful tenderer's first task under the Contract shall be to agree with the Project Manager on a Final Work Program to be followed. This must be done within 7 days from date of award.
- 4.2 The tenderer to provide details of at least three (3) teams of workforce to be split within the Province according to the Regional Engineer's programme. Each Team must consist of not less than the following:
- 4.3 A fully qualified Engineering Technician with a National Diploma in Civil Engineering.
- 4.4 A qualified Track master in possession of a valid Track master Certificate.
- 4.5 At least 3 (three) qualified Flagmen per worksite in possession of a valid Flagman Certificate (TETA -ASSR 463972 (Accreditation no: TETA 1186) and Transnet 407 – Item Number 37/270451 - "Certificate of Competency") certified by either PRASA or Transnet competent person.

Provision for flagmen training by PRASA will be available.

- 4.6 The contractor shall, to the satisfaction of the client provide in addition to the foreman, the services of an experienced site agent.
- 4.7 It is the responsibility of the contractor to ensure that every necessary precaution is taken to protect all existing services from any damage.
- 4.8 The successful tender shall submit a safety plan highlighting all potential risks and hazards in carrying out the works and the mitigation factors thereof. This has to be in accordance with the **E4E** and **E7/1**, of the tender documents.
- 4.9 The contractor should provide a site diary or instruction book (in triplicate form) to record any incidents or instructions during the contract period and a site access certificate signed by all infrastructure managers.

5. TOOLS AND EQUIPMENT.

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

6. BASIS OF PROVISION OF PLANT AND HOURS OF DUTY.

- 6.1 The Contractor on an “As and when required” basis shall provide the plant. The plant shall be supplied on site as agreed upon by the parties.
- 6.2 Normal weekdays or 10 Days out of 14 will be worked and off days can be taken through the week. Time worked in for off periods, over weekends, will be regarded

as normal working time. No Standing time will be paid for time worked in.

6.3 The contractor's employees shall conform to the hours of duty required by the Engineer. The normal weekly hours of duty are 45 hours in a 5-day week, from 07h00 to 16h30 with half hour break between 12h00 and 12h30. When so ordered by the Engineer, the contractor's employees shall work overtime and on statutory paid public holidays.

7. INITIAL DELIVERY OF PLANT

The Contractor shall deliver the plant in a full operational condition, with operator to the initial place of work as directed by the PRASA RAIL REPRESENTATIVE. Initial establishment and final removal from site will be paid for separately.

8. FUEL, SERVICING AND MAINTENANCE

In all cases plant shall arrive on site, as directed, in a fully operational condition. The contractor shall provide all fuel for the operation of the plant while on site. The contractor shall ensure that the fuel tanks are full on arrival of plant on site. The contractor will be fully responsible for the servicing, maintenance and carrying out of repairs at his/her own expense, and in his/her own time, during the duration of the contract. Maintenance of the plant must be within 2 hours after a breakdown was reported or the plant must be replaced by a similar model.

9. PROVISION OF PLANT AND PERSONNEL

9.1 The Contractor shall provide a roadworthy plant with operator to PRASA RAIL for the work as required by the Regional Engineer on prescribed sections of railway lines.

- 9.2 The Contractor shall provide the plant and operator within one (1) working day. **The Contractor shall not provide any additional machine and/or operator on verbal or written request from any Prasa representative. PRASA RAIL shall not effect payment for the unauthorised service rendered.**
- 9.3 The operator together with the plant required and requested by PRASA RAIL shall report for duty at such times or places as may be agreed upon from time to time between Prasa Rail and the Contractor.
- 9.4 The operator together with the plant shall perform their daily duties at such times as agreed upon from time to time between PRASA RAIL and the Contractor.
- 9.5 The plant provided by the Contractor to PRASA RAIL in terms of this Agreement shall only be driven by operators supplied by the Contractor.

10. RESPONSIBILITY OF THE CONTRACTOR

The Contractor shall at his/her own cost:

- 10.1 Supply to PRASA RAIL the plant in a roadworthy condition, and complying fully with the requirements of the appropriate Road Traffic legislation, and in particular with the Road Traffic Act, 1989 (Act No. 29 of 1989) (as amended);
- 10.2 Ensure all plants supplied to PRASA RAIL comprehensively and in respect of all third-party risks.
- 10.3 Replace within two (2) hours of notification, any plant which is no longer acceptable to PRASA RAIL.
- 10.4 Keep the plant supplied in a clean and neat condition.
- 10.5 Remove from site any plant(s) requiring workshop repairs and return it (them) in a

serviceable condition or replace it (them) as soon as reasonably possible for the Contractor to do so.

10.6 Arrange to do daily and weekly checks on all its plant as far as is reasonably possible to do so.

10.7 Provide a logbook for each motor vehicle, in which shall be recorded each and every day the hours worked, as recorded by the plant hour meter, which shall at all times be in working condition.

11. RESPONSIBILITY OF PRASA RAIL

11.1 PRASA RAIL shall -

11.1.1 Ensure that all plant provided by the Contractor are not intentionally damaged or misused in any way by Prasa rail's employees and be liable in respect of any damage or loss suffered by the Contractor as a result of the wilful misconduct of PRASA RAIL employees.

11.1.2 Ensure that the plant machines are not loaded in excess of the load capacity specified by the motor vehicle manufacturer, or which is permitted by law, and shall at all times comply with the maximum permissible axle, axle unit, vehicle and combination masses as prescribed by the Road Traffic Act, 1989 (Act No. 29 of 1989)(as amended).

11.1.3 Not affix any item or sign, nor modify or attach an accessory to any plant provided by the Contractor without the prior written permission of the Contractor.

11.1.4 In the event of any occurrence giving rise to a claim under the Contractor's policy of insurance, advise the Contractor within forty-eight (48) hours of the occurrence thereof.

12. MAINTENANCE OF PLANT

12.1 Maintenance, servicing and mechanical repairs (hereinafter referred to as maintenance), of the plant, including all adjustments necessary to keep the plant in a roadworthy and operational condition are included in the agreement and shall be provided by the Contractor at its own cost.

12.2 Should any plant provided by the Contractor break down or be involved in an accident while working on the prescribed sections of railway line in terms of this agreement, the Contractor shall, if that plant cannot be repaired within two (2) hours or is unable to proceed with its duties within two (2) hours, at its own cost, forthwith provide another plant in a roadworthy and operational condition to continue with its duty.

12.3 The Contractor shall inform PRASA RAIL within 24 hours of any of its plant working in terms of this agreement which has broken down or has been involved in an accident.

12.4 The Contractor shall submit a monthly log sheet for all hours worked during the course of each plant duty. In the absence of a certified log sheet no payment shall be effected for any hours worked.

13. MEASUREMENT AND PAYMENT

13.1 The unit of measurement of plant for working time will be per hour. Payment will only be made:

13.1.1 For actual hours worked, at the prices quoted in the Schedule of Rates, for working time.

13.1.2 For certified travelling time, at prices quoted in the Schedule of Rates, for travelling time between sites. (Movement of plant)

13.1.3 The unit of measurement will be per linear meter as per item in the schedule of quantities.

13.1.4 No down time claim for inclement weather will be paid.

13.1.5 No escalation will be paid. Allowance for escalation cost must be provided for in the tendered price

13.1.6 The contractor shall submit his/her claim certificate which will be checked and certified by the Project Manager before payment can be processed. The Project Manager shall check claimed quantities against actual completed quantities and make necessary adjustments before payment can be processed.

13.1.7 The tendered rates shall include the provision of at least three (3) trained and certified flagmen supplied by the contractor and they should be certified by Prasa.

14. PROTECTION OF WORKPLACES

14.1 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.

14.2 It is the responsibility of the contractor to provide security on site for equipment, material and personnel for the duration of the contract.

15. DISPOSAL OF MATERIAL

No indiscriminate spoil of material is permitted. The tendered rate must include the

removal of surplus or unsuitable materials to be spoiled at a site provided by the Contractor, away from the rail as to prevent further contamination of ballast and ensure adequate drainage. The local authority in whose area it is located shall approve the site, and the spoiling shall comply with the applicable statutory and municipal regulations. **No material shall be disposed onto the embankment.**

16. SAFETY

16.1 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.

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

16.3 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.

16.4 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.

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

16.6 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.

16.7 The contractor shall ensure that all COVID - 19 protocols are adhered to.

16.8 The Contractor shall make necessary arrangements for sanitation, water and

electricity at these relevant sites during the installation of the equipment.

16.9 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.

16.10 All work shall at all times comply with the E7/1 Specification attached hereto.

16.11 Normal protection measures in accordance with the Protection Manual shall apply.

16.12 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.

16.13 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.

16.14 It is the requirement of this contract that the contractor should provide PRASA with a detailed safety plan prior to being issued with a site access certificate, in accordance with the latest version of the OHS Act and the SPK7 and the E4E.

17. GENERAL

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

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

17.3 PRASA RAIL shall assist the contractor with the training of flagman.

17.4 Flagmen that are already qualified will be tested by PRASA representative and if found not competent will not be allowed to form part of the contractor's team.

17.5 PRASA Rail Regional Engineer remains ultimately responsible in terms of the requirements of Act 85 for the safe working environment of his/her own personnel as well as contractor's personnel within the track maintenance environment on his/her depot.

17.6 The Regional Engineer is therefore also responsible for ensuring that any changes in the Protection Procedures that may occur over time are effectively communicated to any flagmen prior to them being used for Protection Duties.

18. METHOD STATEMENT

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

18.1.1 Procedure in carrying out the work (construction methods)

18.1.2 Technical and Engineering capability (Certificates of Engineering staff)

18.1.3 All Resources (Labour, Plant, Equipment, Support and Outside Services) that the contractor proposes to use in the execution of the works.

19. HOURS AND DAYS OF DUTY / OCCUPATION

THE EXCAVATION, UPGRADING AND REHABILITATION OF DRAINAGE SYSTEMS AND MANUAL SCREENING IN THE GAUTENG REGION FOR A PERIOD OF 12 MONTHS

19.1 Work shall proceed during weekdays from 07h00 to 16h30 and or over weekends from 07h00 to 17h00. Most of work will be done during the week and over-time, work on public paid holidays, Saturdays and Sundays shall only be required in exceptional cases.

19.2 Work outside of normal working hours shall not be paid against overtime rates unless:

19.2.1 Agreed upon by the Project Manager in writing before the start of the any project task.

19.2.2 The contractor can prove PRASA Rail's accountability for delays resulting in overtime being required.

20. BONDS AND GUARANTEES

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

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

20.2 All work done shall be guaranteed for a period of 12 month after the successful handover

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

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

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

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

21. PAYMENT CERTIFICATE

21.1 On or after the assessment date, the Supervisor and the Contractor will together assess the quantities of the progress on each item in the Bill of Quantities and complete the Progress Assessment Detail form, where after the Progress Assessment Certificate will be issued.

21.2 The Contractor shall then submit a VAT invoice and attach the above Progress Certificate for payment by the Employer.

21.3 Claims for payment will only be made on a monthly basis and payments will be made within 30 days of approved invoices.

21.4 Contractor to provide the Employer with the necessary details regarding banking details to enable the Employer to make electronic payments.

22. PRICING THE WORKS

22.1 The contractor is required to provide firm prices/ rates for material and labor for the duration of the contract.

22.2 The contract period shall be inclusive of the excavation, upgrading and rehabilitation of drainage systems and manual screening in the Gauteng Region on an “as and when” required basis for a period of 36 months.

22.3 The Contractor is advised to study the requirements of the SPK 7/1 and ensure that all works can be completed in accordance with these requirements.

22.4 The contract offer shall be based on the rates as indicated in the bill of quantities. The quantities shall be agreed during construction per section.

23. PENALTIES

23.1 If the Contractor fails to complete the Services within the time stipulated in this Contract for completion of Services or a part or portion of Services, the Contractor shall be liable to the Employer for an amount calculated at 0.05% of the Contract Price per delayed Day per order, which shall be paid for every day which shall elapse between the time for due completion and completion of the relevant Services. However, the total amount due under this sub-clause shall not exceed the maximum of 10% of the Contract Price.

23.2 The imposition of such penalty shall not relieve the Contractor from its obligation to complete Services or from any of its obligations and liabilities under the Contract,

23.3 PRASA may set off or deduct from the fees due to the Contractor any penalty amounts due and owing by the Contractor in terms of clause 5.21.1

24. CONSTRUCTION RELATED SECURITY

24.1 MANDATORY SECURITY REQUIREMENTS

24.1.1 All security companies used by the Contractor shall be PSIRA registered with valid letter of good standing.

24.1.2 Security personnel shall all be PSIRA registered with a clear criminal record no criminal pending cases and preferably be sourced from the local community.

24.1.4 All security officials utilised in this project shall be South African Citizens.

24.1.5 All personnel employed by the Contractor including sub-contractors shall have undergone a Health and Safety Induction.

24.1.6 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.

24.1.7 The security to be provided by the contractor shall be responsible for both the appointed contractor's assets and PRASA's assets on site until the site is handed over to PRASA.

A list of all functioning equipment that do not form part of this scope of work will be shared

with the successful bidder and shall be signed off by both the successful bidder and PRASA's representative.

24.1.8 PRASA assets that shall be guarded by the contracted security includes Permanent way assets, All Train Authorisation on track elements, all train stations (with all assets included) along the section and all functioning equipment along the corridor.

24.1.9 Any lost or stolen material shall be replaced by the contractor at his own cost.

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

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

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

24.1.13 Scrap metal removed from the section shall be adequately protected until it is delivered to PRASA's stores.

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

24.2 Risks

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

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

24.3 PROPOSED INTERVENTIONS

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

24.3.2 Requisite equipment:

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

25. OVERALL STAFFING AND KEY RELATED PROFESSIONAL STAFF

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

- Team Leader/Project Director
- Civil Engineering Technician
- Track Master
- Flagman
- Construction Health and Safety Officer
- Plant Operator
- Track Workers

25.1 MINIMUM QUALIFICATION OF KEY PROFESSIONAL STAFF

Team Leader/Project Engineer

- Civil Engineering qualification (Degree, Diploma or N-level certificate)
- Minimum 3 years post experience in the Perway railway industry.
- Project Management qualification with 3 years minimum experience

Civil Engineering Technician

- Fully qualified Engineering Technician registered with professional body (ECSA).
- Minimum 3 years' experience as a qualified Engineering Technician.

Track Master

- All work shall be supervised by a fully qualified Track Master in possession of a valid Track Master certificate
- Minimum 3 years' experience as a qualified Track Master.

Flagman

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

Health and Safety Officer

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

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

Plant Operator

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

Track workers/General labours

- All general labour must be medical fit.

26. APPLICABLE SPECIFICATIONS

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

- a) SANS 3000-1 to 2, Railway Safety Management;
- b) SABS 1200NB Railway Sidings (Track work);
- c) EN13674-1, UIC 860-0, UIC 8610-1 or the latest equivalent standard;
- d) EN13848 - Railway applications – Track geometry quality or the latest equivalent standard;
- e) Standard specifications E7/1;
- f) Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and Applicable Regulations (E4E); including any subsequent amendments;
- g) E10: General Specifications for Railway Track work;
- h) E10/1: Laying of Rails;
- i) E10/2: Laying of sleepers;
- j) E10/4: Ballasting and alignment;

- k) Manual for Track Maintenance (2000); and
- l) Railway Safety Regulator Act (Act 16 of 2004)
- m) Infrastructure Perway Technical Specification for Rails

27. IS THIS A CIDB RELATED PROJECT? (YES)

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

Class of Work: CE

Minimum Grade: 4CE OR HIGHER

28. PROJECT SPECIFIC TERMS AND CONDITIONS

E10: General specifications for Railway tracks 2000	Refers to Manual for Track Maintenance
E10/3: Ballast cleaning	Refers to Manual for Track Maintenance 2000
E10/10: Drainage cleaning	Refers to Manual for Track Maintenance 2000
E10/4: Ballasting and Tamping	Refers to Manual for Track Maintenance 2000

29. PROJECT SPECIFIC SAFETY RELATED REGULATIONS

29.1 The supplier shall comply with requirements of safety legislations and regulations in all respects.

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

29.3 The supplier shall be responsible for all protective clothing and –equipment for his employees. All employees required to climb structures shall be issued with suitable harnesses.

29.4 All work shall at all times comply with the E7/1 Specification attached hereto.

29.5 Normal protection measures in accordance with the Protection Manual shall apply.

29.6 An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Contractor and implemented before

any work commences. This procedure shall be updated whenever the need arises, and any changes shall be communicated to all employees on a works site before work proceeds.

29.7 It is the requirement of this contract that the contractor should provide PRASA with a detailed safety plan prior to being issued with a site access certificate, in accordance with the latest version of the OHS Act and the SPK7 and the E4E.

29.8 Occupational Safety Act, 1993 (Act No: 85 of 1993)

29.9 National Environmental Management Act 107 of 1997

29.10 Construction regulation 2014

29.11 The contractor shall ensure that all Covid 19 protocols are adhered to.

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

29.13 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.

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

29.15 Transportation of equipment and personnel.

29.16 Transportation, storage and handling of hazardous equipment

29.17 The site access certificate shall only be issued (to the successful bidder) after the evaluation and approval of the safety file.

BOQ/ PRICING SCHEDULE

ITEM	DESCRIPTION	UNIT	Quantity	Rates	Total
1.0	PRELIMINARY AND GENERAL				
1.1	Fixed charge and value related items	Sum			
2.0	CLEANING OF EARTH CHANNEL AND REMOVAL OF SPOIL				
2.1	Cutting:				
2.1.1	(i) Less than 500mm wide by 500mm deep	m			
2.1.2	(ii) Greater than 500mm wide by 500mm deep	m			
2.2	Straight or open line and curves:				
2.2.1	(i) Less than 500mm wide by 500mm deep	m			
2.2.2	(ii) Greater than 500mm wide by 500mm deep	m			
3.0	CONCRETE LINED DRAIN CLEANING AND REMOVAL OF SPOIL				
3.1	Cutting:				
3.1.1	(i) Less than 500mm wide by 500mm deep	m			
3.1.2	(ii) Greater than 500mm wide by 500mm deep	m			
3.2	Straight or open line and curves:				
3.2.1	(i) Less than 500mm wide by 500mm deep	m			
3.2.2	(ii) Greater than 500mm wide by 500mm deep	m			
4.0	CONCRETE HALF ROUNDS CLEANING AND REMOVAL OF SPOIL				
4.1	(i) Cutting	m			
4.1	(ii) Straight or open line and curves	m			
5.0	BOX CULVERTS CLEANING AND REMOVAL OF SPOIL				
5.1	(i) Less than 1m wide by 1m deep	m			
5.2	(ii) Less than 2m wide by 1m deep	m			
5.3	(iii) Less than 3m wide by 1m deep	m			
6.0	PIPE CULVERTS CLEANING AND REMOVAL OF SPOIL				
6.1	(i) Less than 600mm diameter	m			
6.2	(ii) Less than 900mm diameter	m			
6.3	(iii) Less than 1200mm diameter	m			

7.0	RE-ALIGN CONCRETE HALF ROUNDS				
7.1	(i) Cutting	m			
7.2	(ii) Straight or open line and curves	m			
8.0	MANHOLE CLEANING AND REMOVAL OF SPOIL				
8.1	(i) Cutting	m ³			
8.2	(ii) Straight or open line and curves	m ³			
9.0	PNEUMATIC TOOL/MECHANICAL BREAKERS				
9.1	(i) Cutting	m ³			
9.2	(ii) Straight or open line and curves	m ³			
10.0	BALLAST CLEANING				
10.1	(i) Clean ballast	m ³			
	Disposal of fouling matter and material excavated				
11.2	(ii) Single track	m ³			
12.0	TRACTOR LOADER BACKHOE				
12.1	(i) Weekdays	Hour			
12.2	(ii) Saturdays	Hour			
12.3	(iii) Sundays & Statuary Public Holidays	Hour			
13.0	MOVEMENT OF PLANT (LOADED)	P/km			
14.0	MOVEMENT OF PLANT (UNLOADED)	P/km			
TOTAL					
VAT (15%)					
GRAND TOTAL					

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