



**prasa**

PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

## REQUEST FOR QUOTATION (RFQ)

**RFQ NUMBER: 10346920**

**REQUEST FOR QUOTATION (RFQ): SERVICE PROVIDER FOR THE PROVISION OF PLANT (TLB, SKID STEER LOADER AND TIPPER TRUCK) AND SUPPLY, DELIVERY AND OFFLOADING OF BALLAST IN THE METRORAIL GAUTENG REGION ON AN “AS AND WHEN BASIS” FOR A PERIOD OF TWELVE (12) MONTHS**

<b>Issue Date:</b>	19 January 2024
<b>Closing Date for Submissions of Bids</b>	30 January 2024 @ 10h00 Cat
<b>Contact person:</b>	Rodney Racheku Tel: 011 085 7063 Email: <a href="mailto:metrorailqptenders2@prasa.com">metrorailqptenders2@prasa.com</a> and <a href="mailto:rodney.racheku@prasa.com">rodney.racheku@prasa.com</a>



# SECTION 1

## SBD1

### PART A INVITATION TO BID

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

BID NUMBER:	10346920	CLOSING DATE:	30 January 2024	CLOSING TIME	10:00AM
DESCRIPTION	SERVICE PROVIDER FOR THE PROVISION OF PLANT (TLB, SKID STEER LOADER AND TIPPER TRUCK) AND SUPPLY, DELIVERY AND OFFLOADING OF BALLAST IN THE METRORAIL GAUTENG REGION ON AN "AS AND WHEN BASIS" FOR A PERIOD OF TWELVE (12) MONTHS.				
COMPULSORY BRIEFING DATE AND TIME	N/A				
COMPULSORY BRIEFING SITE	N/A				

#### 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**  
**6<sup>TH</sup> FLOOR, SHOSHOLZA JUNCTION**  
**CNR LEYDS AND SIMMONDS**  
**BRAAMFONTEIN**  
**JOHANNESBURG**

#### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	<b>RODNEY RACHEKU</b>
TELEPHONE NUMBER	<b>011 085 7063</b>
E-MAIL ADDRESS	<b><u>rodney.racheku</u> @prasa.com</b>

#### 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.....

<p>2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES ENCLOSE PROOF]</p>	<p>2.2 ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No</p> <p>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
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**QUESTIONNAIRE TO BIDDING ON 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 THE 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 references 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 to utilize this email address (SCM.Complaints@prasa.co.za) for lodging of complaints to PRASA in relation to this bid process. The following minimum information about the bidder must be included in the complaint:

3.1.1 Bid/Tender Description

3.1.2 Bid/Tender Reference Number

3.1.3 Closing Date of Bid/Tender

3.1.4 Supplier Name;

3.1.5 Supplier Contact details.

3.1.6 The detailed complaint

#### **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 the information furnished by the Respondent, which after the 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 the National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of the 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. The business may not be

awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no locally 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 the 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 utilize the following criteria [not necessarily in this order] in choosing a Supplier/Service Provider if so required:

EVALUATION CRITERIA	WEIGHTING
<b>Stage 1</b>	<b>Compliance</b>
Stage 1A - Mandatory Requirements	
Stage 1B – Other Mandatory Requirements	
<b>Stage 2 - Technical Mandatory Requirements</b>	<b>Technical/Functionality</b>
Technical/Functional Requirements	Threshold of 80%
<b>Stage 3</b>	<b>Price and Specific Goals</b>
Price	80
Specific Goals	20
<b>TOTAL</b>	<b>100</b>

## 13 ADMINISTRATIVE RESPONSIVENESS

The test for administrative responsiveness will include completeness of response and whether all returnable and/or required documents, and 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 the 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](http://www.etenders.gov.za)), on the CIDB website for construction-related RFQs. (*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:

### **15.1. 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 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, you 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)	Document Completion and acknowledgement of all items on the BOQ.	
c)	Signed and completed compliance to specification Sheet	
d)	Joint Venture, Consortium Agreement, or Partnering Agreement signed by all parties. The agreement should indicate the leading bidder where applicable. (If applicable)	

### 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	

### Stage 2- Technical / Functionality Requirements

Qualifying bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is 80% as per the standard Evaluation Criteria presented in table 1 above. 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 6 below.

Item	Criteria	Weight
1	Organizational Experience	80
2	Delivery Methodology	20
	<b>TOTAL</b>	<b>100</b>

Table 6: Technical Evaluation Criteria

### Technical evaluation criteria

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
<p><b><u>Organizational Experience:</u></b> Track record of previously executed projects – (Supply and delivery of material),</p> <p><i>(N.B. Provide for each successfully similar completed project/s in the following sequence.</i></p> <p><b>1. Letter of Award</b> on a letterhead of the client, signed and dated by an official from the client.</p> <p>Copy of appointment letter clearly indicating the description of the project, Client name, Client contact (i.e., email and office number), Project start date, project end date, contract value inclusive of VAT.</p> <p><b>2. The Certificate of Completion</b> on a letterhead of the client, signed and dated by an official from the client indicating the value and type of work performed</p>	<b>80</b>	<p><u>Score will be based on successfully executed and completed supply and delivery of material:</u></p> <p>0: No information submitted = <b>0 Points</b></p> <p>1: : 1 project = <b>16 points</b></p> <p>2 : 2 projects = <b>32 points</b></p> <p>3 : 3 projects = <b>48 points</b></p> <p>4 : 4 projects = <b>64 points</b></p> <p>5 : 5 and above projects = <b>80 points</b></p>
<p><b><u>Delivery Technical Approach/ Methodology</u></b></p> <p><i>NB. Provide a detailed technical approach / methodology that is aligned to the scope of work /</i></p>	<b>20</b>	<p><u>The points for the project approach and methodology will be allocated as follows:</u></p> <p>0: No approach and methodology provided/Non-compliance = <b>0 points</b></p>

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
<p><i>highlighting the risk/s and mitigation measures associated with handling such material.</i></p> <p><i>The Methodology, must cover the following elements:</i></p> <ul style="list-style-type: none"> <li><i>a. Defining contingency processes and risk identification,</i></li> <li><i>b. Work breakdown of activities i.e. sequence of loading and offloading of material.</i></li> <li><i>c. Pre-handover quality inspection,</i></li> <li><i>d. Quality assurance,</i></li> <li><i>e. Contingency storage process,</i></li> <li><i>f. Hand tools for handling material,</i></li> <li><i>g. Transportation</i></li> <li><i>h. Post quality inspection at the designated delivery points.</i></li> </ul>		<ul style="list-style-type: none"> <li>1: Methodology detailing less than 2 elements in line with the scope of work = <b>4 points</b></li> <li>2: Methodology detailing 3 - 4 elements in line with the scope of work = <b>8 points</b></li> <li>3: Methodology detailing 5 - 6 elements in line with the scope of work = <b>12 points</b></li> <li>4: Methodology detailing 7 elements in line with the scope of work = <b>16 points</b></li> <li>5: Methodology detailing 8 and more elements in line with the scope of work = <b>20 points</b></li> </ul>
<b>Total</b>	<b>100</b>	

**Note: Bidders that fail to achieve the minimum average qualifying score of 80% on the above evaluation criteria of functional/ technical requirements will not be considered for further Price and SPECIFIC GOALS evaluation.**

### 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
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

### 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 the 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 Regulations 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	Evidence	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	Certified copy of ID Documents of the Owners	4	
Black Youth owned	Certified copy of ID Documents of the Owners	4	
EME or QSE 51% Black Owned	Audited Annual Financial/B - BBEE Certificate/ affidavit	4	
Owned by black persons with disabilities	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability	4	
Black people living in rural areas	Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months	4	

<b>SPECIFIC GOALS</b>	<b>ACCEPTABLE EVIDENCE</b>
Black Women owned	Certified copy of ID Documents of the Owners
Black Youth owned	Certified copy of ID Documents of the Owners
EME or QSE 51% Black Owned	Audited Annual Financial/B - BBEE Certificate/ affidavit
Owned by black persons with disabilities	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability
Black people living in rural areas	Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months

**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 indicates the basis thereof.
- 3 Pricing Bill of Quantity is completed in line with a 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 utilize 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 the 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 authorized, 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 the date of order. (To be completed by the 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 the 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 the 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 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 the order/contract.

Where items are to be delivered to 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 include 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 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 is 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, 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 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 offer 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 is 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 interest<sup>1</sup> 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 proprietors/directors/trustees/shareholders/members/ partners or any person having a controlling interest in the enterprise, in the table below.

Full Name	Identity Number	Name of a State institution

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

2.2.1 If so, furnish particulars:  
.....  
.....

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

2.3.1 If so, furnish particulars:  
.....  
.....

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

### 3 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 consortium<sup>2</sup> 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.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

**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)

**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:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and Specific Goals</b>	<b>100</b>

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

### POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where

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

## 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 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 the state: The 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	Evidence	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	Certified copy of ID Documents of the Owners	4	
Black Youth owned	Certified copy of ID Documents of the Owners	4	
EME or QSE 51% Black Owned	Audited Annual Financial/B - BBEE Certificate/ affidavit	4	
Owned by black persons with disabilities	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability	4	
Black people living in rural areas	Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months	4	

SPECIFIC GOALS	ACCEPTABLE EVIDENCE
Black Women owned	Certified copy of ID Documents of the Owners
Black Youth owned	Certified copy of ID Documents of the Owners
EME or QSE 51% Black Owned	Audited Annual Financial/B - BBEE Certificate/ affidavit
Owned by black persons with disabilities	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability
Black people living in rural areas	Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months
Black Women owned	Certified copy of ID Documents of the Owners

## 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 authorized 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 8**

**CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING(N/A)**

<b>Request number:</b>	<b>N/A</b>
<b>Request for Proposal:</b>	<b>N/A</b>

**Attendance**

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

THUS, DONE and SIGNED at \_\_\_\_\_ N/A \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_ Designation  
for / on behalf of PRASA

**Acknowledgement**

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

THUS, DONE and SIGNED at \_\_\_\_\_  
on this \_\_\_\_\_ day of \_\_\_\_\_

DULY AUTHORISED SIGNATORY(IES)	WITNESSES
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

## Section 9

### 1. SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

This section will cover the technical capabilities, constraints, and other specific performance required of the product or services to accomplish the appointment of a service provider for the provision of plant (TLB, skid steer loader and tipper truck) and supply, delivery and offloading of ballast in the Metrorail Gauteng region on an “as and when basis” for a period of twelve (12) months.

#### 1.1. TECHNICAL SPECIFICATION

- 1.1.1 This contract and specifications cover the provision of BALLAST STONE to PRASA Rail Gauteng province. The ballast to be loaded onto AY rail wagons at the supplier’s local siding by the supplier, the delivery and offloading of ballast transported by rail to be done by PRASA.
- 1.1.2 In some instances of derailments and emergencies, ballast to be delivered by road to PRASA stockpile siding. Prices tendered shall be the ex-works, loaded onto road trucks and transport cost will be borne by the supplier.
- 1.1.3 Ballast will be ordered on an “as-and-when” required basis.
- 1.1.4 The Project manager or his/her delegated assistant together with Contractor’s Track Master/Inspector will assess the site before the project commences.
- 1.1.5. The contractor shall always comply with all quality requirements.
- 1.1.6. All work will be done by the contractor with machinery, equipment, transport and labour that he or she shall provide, maintain and operate during the contract period.
- 1.1.7. The contractor will be responsible for Health and Safety compliance on site.
- 1.1.8. PRASA Track Inspector and the contractor Track Inspector master will be responsible for arrangement of occupations.

## 1.2. GENERAL:

### 1.1.1. **Compliance**

1.1.1.1. Ballast stone shall comply with SABS 1083 (latest revision). In addition, ballast stone shall comply with the requirements specified hereinafter.

1.1.1.2. Acceptance of the stone shall also depend on a full petrographic analysis to identify any micro fissuring, weakness and/or the presence of undesirable minerals that could lead to early degradation.

### 1.1.2. **Loading and Off-loading**

1.1.2.1. The Contractor will be responsible for the loading of stone within their area of operations and the offloading of stone from the road trucks in the area indicated by PRASA Rail Gauteng.

1.1.2.2. Before the Contractor start loading the AY or DZ trucks in the siding, he/she must ensure the doors are closed.

1.1.2.3. The Contractor to ensure that all road trucks are loaded to the correct allowable carrying capacity. Any penalties for the overloading of vehicles will be for the contractor's own costs.

### 1.1.3. **Cleaning of the Siding**

1.1.3.1. The Contractor shall ensure that at least three (3) meters on both sides of the railway line is clean and level at the siding. The ballast and the centre of the line must be level with the sleepers.

### 1.1.4. **Standard of workmanship**

1.1.4.1. The Contractor shall ensure that all material conform to the minimum standard as per appendix A, B and C.

1.1.4.2. Ballast delivered that does not comply with specifications as per the contract will not be accepted nor paid for. The contractor shall therefore replace the rejected ballast at his/her own cost and without disturbing the program of the project.

### 1.1.5. **Damage**

- 1.1.5.1. Should any damages been caused to any assets of PRASA by the Contractor during the execution of his/her duties, it will be recovered at the Contractor's cost.

## TECHNICAL SPECIFICATIONS FOR BALLAST

### **1.1.6. Compliance**

- 1.1.6.1. The standard ballast type must be in accordance with European Standard (EN 932, EN 933, EN 1097, EN 1367, EN 1483, EN 13 450-1, EN ISO/IEC 17 025, EN 27 888), latest editions or equivalent standards.
- 1.1.6.2. The relevant UIC codes, equivalent EN or ASTM E standards, latest versions, must be applied for the inspection, acceptance, supply, delivery, and storage and quality assurance.
- 1.1.6.3. Ballast stone shall be in accordance with specification for stone S406 and Appendix A, B, C.

### **1.1.7. Technical Requirements**

- 1.1.7.1. Ballast stone must be from hard, durable machine crushed stone (i.e. granite) extracted from a quarry from non-friable weathered rock, free from organic impurities and inorganic residue.
- 1.1.7.2. Ballast stone should, as far as possible, be cubical in shape.
- 1.1.7.3. The grain shape must be irregular sharp broken. Individual pieces should not be flaky and should generally have flat faces with not more than two rounded/sub rounded faces.
- 1.1.7.3.1. Ballast stone must also be permeable to both air and water drainage.
- 1.1.7.3.2. The Aggregate Abrasion Value must not exceed 30%.
- 1.1.7.3.3. The Aggregate Impact Value and Crushing Value must not exceed 14 % (Los Angeles coefficient).

### **1.1.8. Granulometry**

- 1.1.8.1. The grading must be between 31.5 mm to 63 mm to enable proper and long-lasting mechanical tamping of the track.
- 1.1.8.2. The critical values or limits of the different granulometry of the ballast stones must be indicated in "...V.-%".

### **1.1.9. Size and Gradation**

- 1.1.9.1. Ballast stone must satisfy the following size and gradation in accordance to EN 13450:
- 1.1.9.2. 63mm sq. mesh sieve: retaining limit 97% to 100%
- 1.1.9.3. 50mm sq. mesh sieve: retaining limit 65% to 100%
- 1.1.9.4. Limited amounts of under sized grains of less than 22.4mm are allowed as follows:
- 1.1.9.5. Up to 3.0 V.-% in the quarry
- 1.1.9.6. Up to 5.0 V.-% on the track

**Figure for grain size distribution of ballast**

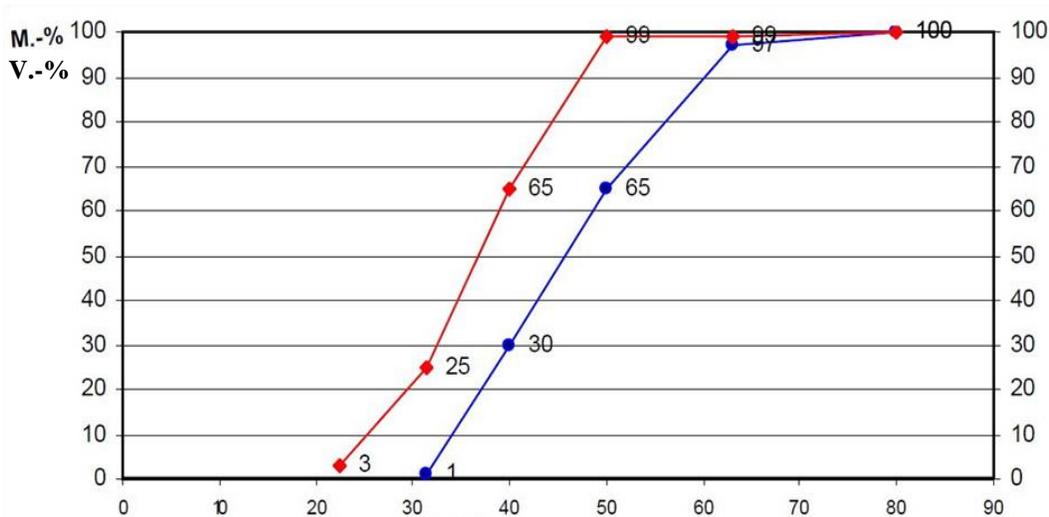


Figure 1: Grain size distribution of ballast

**1.1.10. Test Equipment according to EN 933-2**

- 1.1.10.1. **Square mesh sieves:** 22.4mm, 31.5mm, 40mm, 50mm, 63mm, 80mm
- 1.1.10.2. **Size of sieves:** 500mm x 500mm or diameter of 400mm
- 1.1.10.3. **Wire mesh sieves:** 0.5mm and 0.063mm
- 1.1.10.4. Balance with scale of 1gram
- 1.1.10.5. Balance with scale of 0.1gram: Measurement of water-absorbing capacity (according EN 1097-6)
- 1.1.10.6. Test volumes: for all tests more than 100Kg, minimum 50 Kg of ballast.
- 1.1.10.7. **Fines** - less than 0.5mm: maximum **1.0 V.-%**;
- 1.1.10.8. **Fines** - less than 0.063mm: maximum **1.0 V.-%**; in tunnels: **0.5 V.-%**

**1.1.11. Form of Grain**

- 1.1.11.1. Volume of grains with length/thickness equal to or greater than 1/3 must be between **5.0 - 30.0 V.-%**
- 1.1.11.2. **Grain shape:** irregular, sharp, mechanically broken rocks.

1.1.11.3. **Grain length greater than 100mm:** less than **6.0 V.-%** per **40** kg sample, according to EN 13 450, chapter 6.7, table 6.

### 1.1.12. Physical Requirements

The Resistance against Cracking must be approved in the following 3 types of tests below:

#### 1.1.12.1. **Crack and Abrasion Resistance (Los-Angeles-Test)**

The Los-Angeles-Test must be realized according to EN 13 450 Chapter 7.2, table 7, Category LARB20.

#### 1.1.12.2. **Resistance against Cracking**

The test must be realized according to EN 13 450 Chapter 7.2, table 8, Category LARB18

#### 1.1.12.3. **Particle Shape and Flakiness index**

1.1.12.3.1. The shape of ballast shall be determined in terms of Flakiness index as specified in EN 933-3.

The Flakiness index must be declared in accordance with EN 13 450, chapter 6.6.1, table 4 with the relevant Category FI<sub>15</sub>.

1.1.12.3.2. The maximum value of the Shape index of the ballast, determined according to EN 933-4 must

be in accordance with EN 13 450, chapter 6.6.2, table 5 with the relevant Category SI<sub>10</sub> max SI<sub>20</sub>.

### 1.1.13. Durability

#### 1.1.13.1. **Compactness**

1.1.13.1.1. The compactness must be determined according to EN 1097-6 (basket test grains 31.5/40mm).

The dumping compactness is half of the compacted ballast.

#### 1.1.13.2. **Weathering Resistance**

1.1.13.2.1. To judge the weathering resistance, the water absorption of the ballast has to be determined according to EN 1097-6 (minimum of 10 grains of different varieties with a minimum of 5 pieces for each variety)

1.1.13.2.2. If the water absorption is more than 0.5V.-% of one grain, a crystalline test has to be done (magnesium sulfate-resistance (MgSO<sub>4</sub>) test) for the grading of 31.5/50mm according EN 1367-2.

1.1.13.2.3. The spalls passing the square mesh sieve of 22,4mm must be less than 3.0V.-% after the crystalline test (magnesium sulfate-value ( $MgSO_4$ ))

#### 1.1.13.3. **Sun damage, volume stability**

1.1.13.3.1. During testing of basalt stone ballast against sun damage, no star type staining with hair line cracks must occur. If this should occur, a quality test must be done according to EN 1367-3.

1.1.13.3.2. After the heating test, a shock test has to be done. The shock-cracking-value  $SZ_{RB}$  has to be taken before and after cooking of the ballast stones. The difference of the shock-cracking-value  $SZ_{RB}$  before and after cooking must be less than 5.0V.-%

#### 1.1.13.4. **Property and State (Condition) of Ballast**

1.1.13.4.1. Ballast stone must be free from organic impurities and inorganic residue.

1.1.13.4.2. No components of clay or marl must be in the grains.

1.1.13.4.3. Ballast stone must be free of weak rocks like:

1.1.13.4.3.1. Brown weathered and discomposed grains.

1.1.13.4.3.2. Grains with cracks and/or ferro-manganese-oxide-, limonite- or hematite fissures

1.1.13.4.3.3. Schist pieces of ballast

**1.1.13.4.4.** Weak rock grains are only allowed as part of the ballast up to a **maximum of 1.0V.-%**

#### **1.1.14. Qualification of suppliers**

1.1.14.1. Before the first supply of ballast to PRASA RAIL, the supplier/contractor must prove his/her qualification and competence to produce ballast, especially when opening new quarries or long periods between ballast productions.

1.1.14.2. A precondition for the first supply of ballast from a supplier is a scientific certification/expertise carried out by an independent expert or a quality assurance company nominated by the contractor.

1.1.14.3. Suppliers without a certificate will not be allowed to supply ballast to PRASA RAIL or their contractors.

#### **1.1.15. Quality of the ballast stone**

1.1.15.1. Tests of the ballast will be executed according to EN 932-1 and/or requirements of PRASA RAIL and the supplier's quality control plan.

1.1.15.2. The petrographic analyses must be executed according to EN 932-3.

- 1.1.15.3. These tests must be done for the purpose of monitoring quality during supply. In cases where the test results are not as per the described specification and/or ENs, further supplies must be suspended until suitable corrective action is taken and supplies ensured as per specifications/EN.
- 1.1.15.4. A report of the required tests must be submitted to PRASA RAIL Quality Assurance Inspector prior to delivery. The report of the test results must be traceable to each lot produced.
- 1.1.15.5. The above tests may also be carried out in the laboratory of PRASA RAIL or TRANSNET.

**1.1.16. Ballast Stone tests**

- 1.1.16.1. In the soundness test described in Appendix A, the loss in mass shall not exceed 5% after 20 cycles of the tests.
- 1.1.16.2. No doleritic stone shall be found to be broken when conducting the durability test described in Appendix B.
- 1.1.16.3. The Los Angeles abrasion value, determined in accordance with ASTM C 131- 89 grading B, shall not exceed 22%.
- 1.1.16.4. The plasticity index on the fines developed from the Los Angeles abrasion test shall be less than 6.
- 1.1.16.5. Flakiness index measured in accordance with SABS 1083 (latest revision) shall not exceed 30%.
- 1.1.16.6. Voids measured in accordance with SABS 1083 (latest revision) shall not be less than 40%.
- 1.1.16.7. The relative density shall not be less than 2.5.
- 1.1.16.8. Grading shall comply with the following for heavy axle lines (S1)

NOMINAL APERTURE SIZE OF SIEVE MM	% BY MASS PASSING
73.0	100
63.0	90 – 100
53.0	40 – 70
37.5	10 – 30
26.5	0 – 5
19.0	0 - 1

The Mill Abrasion value, determined according to test procedure described in Appendix C, shall not exceed 7%.

## 1.1.16.9. Specification for stone – Appendix A

### 1.1.17. Test for soundness of stone (Sodium Sulphate Method)

#### 1.1.17.1. A1 – Test solution

Prepare a saturated solution of anhydrous Na SO or crystalline Na SO. 10H O is distilled or demineralized water between 33 o C and 35o C. Use sufficient of the salt to give excess crystals after thorough stirring. Cool to between 22 o C and 24o C and keep this temperature for at least 16 h. Stir thoroughly before use.

#### 1.1.17.2. A2 - Preparation of test specimen

From a representative sample of stone take a random specimen of at least 500g passing a 19mm and retained on a 13,2mm sieve. Wash the specimen to remove all adhering material. Dry at 105 ° C in a well-ventilated oven and determine the mass after cooling. Continue drying until the decrease in mass after each of 2 successive drying periods of 4 h does not exceed 0,1 % of the total mass. Let this mass be M1.

#### 1.1.17.3. A3 – Procedure

A3.1 Place the specimen in a porcelain dish and cover fully with test solution between 20 ° C for 7 h. Decant the solution taking care that no stone is lost.

A3.2 Dry the specimen for 15 h at 105 ° C. Allow the specimen to cool for 2 h. This completes one cycle of the soundness test.

A3.3 Repeat the cycle described in A3.1 and A3.2 as often as specified. After every fifth cycle, wash the specimen on a 1,70 mm sieve with hot water until no crystalline sodium sulphate is visible and continue the test with material retained on a 1,70 mm sieve.

A3.4 After completion of the final cycle, wash the specimen in hot water until the washings are free of sodium sulphate. Dry the specimen to constant mass and screen on a 1,70 mm sieve. Let the mass retained on the sieve be M2.

#### 1.1.17.4. A4 – Loss

Calculate the percentage loss in mass from the formula

$$\frac{(M1 - M2) \times 100\%}{M1}$$

M1

## **1.1.18. Durability test for stone – Appendix B**

### **1.1.18.1. Test for soundness of stone (Sodium Sulphate Method)**

#### **1.1.18.1.1. B1 – Preparation of test specimen**

From a representative sample of ballast stone take at random 100 stones passing a 53.0 mm and retained on a 26.5 mm sieve. Wash the stones to remove all adhering material. Dry the stones at 105 °C in a well-ventilated oven and determine the mass after cooling. Continue drying until the decrease in mass after each of 2 successive drying periods of 4 h does not exceed 0.1% of the total mass.

#### **1.1.18.1.2. B2 – Procedure**

Place the 100 stones in a suitable container and cover with ethylene glycol between 18 °C and 25 °C for 20 days. Determine the number of stones that have broken or can be broken by hand.

#### **1.1.18.1.3. B3 – Testing**

The supplier shall on an as and when require basis send a sample to the laboratory for testing and all cost will be paid by the supplier. The supplier shall send the results to PRASA.

## **1.1.19. Mill Abrasion Test – Appendix C**

### **1.1.19.1. C1 – Test Method**

1.1.19.1.1. Prepare a test sample of the ballast under test, consisting of 1.5kg each of the following two particle sizes:

**(> 26.5 mm <37.5 mm) and (>19 mm<26.5 mm)**

The particles shall be washed and oven – dried to a constant weight before it is weighed and tested.

**(W<sub>o</sub> = the total weight of sample)**

- 1.1.19.1.2. Place the sample in the porcelain mill pot and add 3 litres of distilled water. Ensure that the cork washer is correctly in position before tightening the lid securely.
- 1.1.19.1.3. The mill pot is placed in a horizontal position on the two rollers of the test apparatus with the lid on the side of the electric motor in order that the counter's sensor is activated with each revolution of the mill pot.
- 1.1.19.1.4. The mill pot shall be rotated at 33 r.p.m. for a total of 10 000 revolutions.
- 1.1.19.1.5. The sample shall then be wash – sieved through a 9.5 mm sieve placed on top of a 0.075 mm sieve and then oven dried to a constant weight.
- 1.1.19.1.6. Record the dry mass of the material on the sieves:

**W1** = mass of material on 9.5 mm sieve.

**W2** = mass of material on 0.075 mm sieve.

## C 2. Evaluation method

Calculate the following abrasion value:

$$MA = \frac{W_o - W1 - W2}{W_o} \times 100 = \textit{Mill Abrasion Value}$$

### 1.1.19.2. Inspection and Dispatch

- 1.1.19.2.1. PRASA Project manager or his/her delegated assistant will be entitled to observe, at any time, the method of ballast production and all testing procedures of the supplier in detail in accordance with the European or equivalent Standards (EN 932, EN 933, EN 1097, EN 1367, EN 1483, EN 13 450-1, EN ISO/IEC 17 025, EN 27 888, latest editions)
- 1.1.19.2.2. PRASA RAIL will also be entitled to carry out quality assurance tests at as and when required.
- 1.1.19.2.3. The supplier must give the inspector of PRASA RAIL at least 15 days written notice of the date of testing the production.

The inspector will stamp all results of testing accepted by him or her. No portion of ballast may be despatched for use by PRASA RAIL unless the documents carry his or her acceptance mark.

- 1.1.19.2.4. The final inspection will be performed at the point of delivery.

## 1.2. PROVISION OF PLANT AND MACHINERY (TLB, SKID STEER AND TRUCKS)

### **1.2.1. Provision of plant and machinery will include the following:**

1.2.1.1. Provision of the following plant and machinery:

1.2.1.1.1. TLB

1.2.1.1.2. Skid Steer

1.2.1.1.3. Trucks

1.2.1.2. Provision and operating of Plant and machinery in good working condition on an “as and when required basis”.

1.2.1.3. Maintenance of all provided plant and machinery and replacement when broken.

### **1.2.2. Basis of Provision of Plant and Hours of Duty**

1.2.2.1. The Contractor on an as and when required basis shall be required to provide plant and machinery and this shall be done upon agreement by the project manager or his/her delegated assistant and the contractor.

1.2.2.2. No standing time will be paid for time worked in, only as and when requested by PRASA plant will be paid for standing time.

### **1.2.3. Fuel, Servicing and Maintenance**

1.2.3.1. In all cases all plant shall arrive on site, as directed, in a fully operational condition (Wet rate).

1.2.3.2. The contractor shall provide all fuel for the operation of the plant while on site.

1.2.3.3. 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.

1.2.3.4. Maintenance of the plant must be within two (2) hours after a breakdown was reported or the plant must be replaced by a similar model.

### **1.2.4. Provision Of Plant, Machinery and Personnel**

1.2.4.1. The Contractor shall provide plant, machinery, and operator within one (1) working day (or within such other time as the parties may agree to from time to time). **The Contractor shall not provide**

**any additional machine and/or operator on verbal or written request from any PRASA representative.**

- 1.2.4.2. The operators 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 Project Manager or his/her delegated assistant and the Contractor.
- 1.2.4.3. The plant and machinery provided by the Contractor to PRASA RAIL in terms of this Agreement shall only be driven by qualified operators provided by the Contractor.
- 1.2.4.4. The Contractor shall provide a roadworthy plant and machinery with operators to PRASA RAIL for the work as required by the Project Manager or his/her delegated assistant on prescribed sections of railway lines.

### **1.2.5. Responsibility of The Contractor IRO the Plant**

The Contractor shall at his/her own cost -

- 1.2.5.1. Provide to PRASA RAIL Plant and Machinery 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).
- 1.2.5.2. Ensure all plant machines supplied to PRASA RAIL comprehensively and in respect of all third-party risks.
- 1.2.5.3. Replace within two (2) hours of notification, any plant which is no longer acceptable to PRASA RAIL.
- 1.2.5.4. Keep all plant and machinery provided in a clean, neat and working condition.
- 1.2.5.5. 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; and
- 1.2.5.6. Arrange to do daily and weekly checks on all its machines as far as is reasonably possible to do so.
- 1.2.5.7. Provide a logbook for each plant, that will be used to record hours worked, as recorded by the machine hour meter, which shall always be in working condition.

### **1.2.6. Maintenance of Plant**

- 1.2.6.1. Maintenance, servicing, and mechanical repairs (hereinafter referred to as maintenance), of the machines, 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 his/her own cost.

1.2.6.2. 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 machine cannot be repaired within two (2) hours or is unable to proceed with its duties within two (2) hours, at his own cost, forthwith provide another vehicle in a roadworthy and operational condition to continue with its duty.

1.2.6.3. The Contractor shall inform PRASA Rail as soon as practically possible of any of his/her machine working in terms of this agreement which has broken down or has been involved in an accident.

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

### 1.3. PRICES

1.3.1. Prices quoted must be in South African currency and must be inclusive of VAT.

### 1.4. DISTRIBUTION

1.4.1. Prices tendered shall be the ex-works, loaded onto road trucks and Rail wagons.

### 1.5. INCREASE OR DECREASE IN COSTS

1.5.1. All price adjustments (in writing) are subject to negotiations between Supply Chain Services and Supplier.

1.5.2. A contract price adjustment factor to be determined in accordance with the formula described in 5.5.3 will be applied to allow for all increases or decreases in production costs of a product, from any cause whatsoever, which may occur after the closing date of the submission of tenders and before the date of completion. The factor shall be rounded off to four decimal places.

1.5.3. The contract price adjustment factor shall be:

$$\left( a \frac{At}{Ao} + b \frac{Bt}{Bo} + c \frac{Ct}{Co} + d \frac{Dt}{Do} + e \frac{Et}{Eo} + \dots - 1 \right)$$

- 1.5.3.1. *Ao, Bo, Co, Do, Eo, etc are respectively labour, machinery, material, energy, etc (production factors) indices ruling for the calendar month two (2) months prior to closing date of the tender.*
- 1.5.3.2. *At, Bt, Ct, Dt, Et, etc are respectively labour, machinery, material, energy, etc ruling for the calendar month two (2) months prior to the date of annual price adjustment.*
- 1.5.3.3.  $a + b + c + d + e + + + = 1$
- 1.5.4. The indices to be used shall be those for the Consumer Price Index, Production Price Index, SEIFSA as obtained from the monthly Statistical News Release published by STATS South Africa or SEIFSA.
- 1.5.5. The Tenderer shall with his/her tender submit a breakdown of the production factors per product and the applicable index and relevant table in that index.
- 1.5.6. Price shall be firm for the first twelve (12) months calculated from the date of tender. Price adjustment shall there-after only be allowed bi-annually.
- 1.5.7. Adjustments shall not be effective until accepted by PRASA.
- 1.5.8. A period of not less than sixty (60) days calculated from the date of application is required by PRASA to consider any increase in prices.

## 1.6. EXCHANGE RATE

- 1.6.1. The contract price payable to the Contractor will be adjusted for increases and decreases in costs of imported materials, machines, and spare parts, due to fluctuations in foreign currency exchange rates after the conclusion of the Contract and for the duration thereof. Tenderers shall, by furnishing the particulars in the appendix to the Schedule of Quantities and/or Prices, indicate whether their tenders or part(s) thereof are subject to variation on account of exchange rate fluctuations.
- 1.6.2. Where no particulars are furnished, such tenders will be deemed to be not subject to variation on account of exchange rate fluctuations.
- 1.6.3. The contract price adjustments will be made in the monthly payment certificates in respect of the progress payments for that month and are to be based on the Standard Bank of South Africa's "TT sell" rate at the close of business on the last banker's day of the month for which measurement is being made.
- 1.6.4. The percentages quoted in the appendix shall indicate the proportion of the scheduled rate or price that are subject to exchange rate fluctuations and the adjustments on account of exchange rate fluctuations shall only be made in respect of those proportions of the tendered rates and/or prices. The percentages

quoted shall not be subject to variation on account of the actual quantities measured being than the estimated quantities stated in the tender schedule of quantities and/or prices.

- 1.6.5. The rate of exchange to be used by Tenderers in the computation of their tender rates and/or prices and which is to be quoted in the appendix are the rate of exchange on the seven (7) days prior to the date on which tenders close.
- 1.6.6. The adjustments of the tendered rates and prices will be made in respect of percentages quoted to be affected by fluctuations in the rate of exchange of the stated currency, between the rate stated in the appendix and the ruling rate determined in accordance with clause 5.5 hereof.
- 1.6.7. The contract price adjustments stipulated in clause 5.5 hereof shall not apply to the portions of the contract payments that are subject to adjustments for exchange rate fluctuations in terms hereof and the following formula shall apply instead.
- 1.6.8. The foreign exchange rate adjustment formula shall read:

$$(1 - x) \left[ \frac{C_t}{C_o} - 1 \right]$$

Where x = the percentage not applicable to foreign exchange

- 1.6.8.1. Co shall be the rate as prescribed in clause 5.5 hereof.
- 1.6.8.2. Ct shall be the rate as prescribed in clause 5.5 hereof.
- 1.6.8.3. The indices to be used will be those that the Contractor proposed in his/her tender. These indices shall be from an official series, published by the generally accepted institution of the country to which the foreign currency is to be remitted. The tenderer shall furthermore show the trend of the indices over a period of at least two years.
- 1.6.8.4. The Contractor shall, when requested, furnish documentary proof of remittance to another country of the contract payments made in terms of this clause.

## 1.7. IMPORTED CONTENT

- 1.7.1. The Tenderer must state hereunder the value of the imported content as well as the country of origin in respect of each time tendered for:

TENDER ITEM NO.	PORTION OF THE PRICE REPRESENTING	COUNTRY	EXCHANGE RATE

	<b>IMPORTED CONTENT</b>		<b>R 1.00 =</b>

Note: Where more than one country is applicable to one item, the Tenderer must furnish this information separately.

## 1.8. **PLACING OF ORDERS AND DELIVERY OF GOODS**

1.8.1. The Parties shall meet often for the purposes of-

1.8.1.1. Planning

1.8.1.2. Placing of orders and delivery of goods.

1.8.1.3. Amending, revising, updating, and finalising the twelve-month forward delivery schedule.

1.8.1.4. To re-plan previous plans where there have been mismatches or discrepancies.

1.8.2. The Supplier shall, monthly, furnish the Project Manager with a written report on the production of the Goods to be supplied.

1.8.3. PRASA will provide the Supplier, in advance, over the duration of the contract period, with a written document regarding requested deliveries for each product, taking the necessary lead-time into consideration. Such document must be accepted and signed by the Supplier who thereby binds himself or herself to the delivery times therein stated.

1.8.4. Orders for each month will be placed at one instance. Any extraordinary factors surrounding the required goods, lead time, expected delivery date, price in relation to forward cover influences, place of delivery and production capacity, which may influence price or performance are to be brought to the attention of the Project Manager immediately upon receipt of an order by the Supplier.

1.8.5. Orders shall be placed as follows:

1.8.5.1. Orders will be placed at the Supplier on an as and when required basis.

- 1.8.5.2. The Supplier will check the required goods and respond with lead times and expected delivery date.
- 1.8.5.3. PRASA reserves the right to adjust quantities ordered if necessary and notify the Supplier of the adjustment on time.

## 1.9. DISPATCHING OF MATERIAL

- 1.9.1. The Supplier shall do all necessary planning to acquire transportation for the goods, in the form of "road", in order to dispatch such goods to the various places of delivery. Transport of the material by road will be to the supplier's account. Transportation rates to be included on the tender.

## 1.10. ACCEPTANCE OF GOODS

- 1.10.1. Final acceptance of goods is the Project Manager's responsibility (with support from the relevant technical expert) and shall be in the form of a Quality Assurance Final Release Certificate to be issued by the Supplier to the Project Manager on presentation of the goods.
- 1.10.2. The Project Manager shall inform the Supplier in writing within seven (7) days period from date of receipt of the goods if the goods are found to be defective or not strictly in accordance with specifications.
- 1.10.3. The Supplier shall upon handing over the goods to a cartage agent to transport the goods to the PRASA's sites or transport the good themselves (based on the applicable incoterms), issue a certificate confirming that quantities correspond to the accompanying waybills.

## 1.11. QUALITY ASSURANCE

- 1.11.1. The Supplier shall conform to all quality standards pertained in this document and supporting specifications and shall make available its quality plan to produce ballast. These quality plans will be audited by PRASA/Metrorail every six (6) months.
- 1.11.2. The Supplier shall keep quality assurance records for a period of at least twelve (12) months from the date of final delivery of the goods in a safe place. These records must be made available to the Project Manager for inspection on his or her request.

## 1.12. SUPPLIER'S WARRANTY FOR GOODS

1.12.1. The Supplier hereby warrants that the Goods he or she shall provide to the PRASA in terms of this Agreement are suitable for the purpose for which they are intended, the prices are fair and market related and that they shall adhere to the delivery times as stipulated in the specifications.

1.12.2. If within eighteen (18) months after delivery of the goods, or twelve (12) months after being placed into service, whichever expires first, any defects, whether patent or latent, are found in the goods due to improper workmanship or defective material, excluding fair wear and tear, rough handling or improper use, such defects will be rectified by the Supplier at no extra cost, upon receiving written notification from the Project Manager of such defects within a reasonable time.

## 1.13. PERFORMANCE LEVELS

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

1.13.2. When goods are delivered late, early delivered, on time but not in accordance with specification it will be regarded as non-performance.

1.13.3. Delivery is deemed to be early if it arrives at the destination less than 4 (four) weeks prior to the expected delivery date, and it is considered late if it arrives at the destination after the delivery date stipulated in the order.

1.13.4. The delivery lead time key milestones for this project are outlined in figure below.

<b>Item No.</b>	<b>Description</b>	<b>Anticipated delivery lead time</b>
1	Ballast	1 months

**Figure 8:** Planned project delivery lead time

1.13.5. Should there be non-performance, the Supplier shall inform the Project manager immediately of such an event in writing, stating the reasons and remedial action the Supplier intends taking.

## 1.14. OTHER SPECIFIC PERFORMANCE REQUIREMENTS

- 1.14.1. The Supplier shall, provide the Goods in the quantity, on or before the due date determined in accordance with the technical specification, tender specification and written Purchase order issued by PRASA,
- 1.14.2. All Goods shall be packaged in accordance with the provisions of the technical specification. Where no provisions are made in the technical specification for packaging, the Goods shall be properly packed for long term storage suitable to protect the contents against damage through rough handling and over storage in transit or whilst in store.
- 1.14.3. On despatch of each consignment, the supplier shall send to PRASA at the address for delivery of the Goods, an advice notes specifying the means of transport, weight, number, or volume as appropriate, the point and date of despatch.
- 1.14.4. The Supplier shall send to PRASA a detailed priced invoice as soon as is reasonably practical after despatch of the Goods, and state on all communications in the relevant order number and code number (if any)
- 1.14.5. Ballast shall be delivered on working days, between working hours of 08:00 am to 15:00 pm or after working hours, weekends, and public holidays to Metrorail Gauteng Region. Ballast to be delivered outside normal working hours shall be agreed upon by the Project manager and the supplier prior to the delivery and this agreement shall be mutual exclusive.
- 1.14.6. Should the Supplier have reason to suspect delays in delivery, the Supplier shall advise the Project Manager upon receipt of the purchase order (PO) in writing of any anticipated delays citing reasons therefore and put forward a new anticipated delivery date. PRASA may then extend the delivery date if and as it seems fit. Unless and until the Supplier receives a notification of the new, extended delivery date, there shall be no extension to delivery dates. Should delivery delays lead to cost implications, the supplier will be held liable for the cost incurred.
- 1.14.7. All Goods supplied shall comply with the requirements of the Scope of Work or shall conform in all respects to the technical and tender specification in Annexure 3, respectively.

1.14.8. All Goods supplied shall be always the subject of the Project Manager's inspection and test before, during or after production. The Supplier shall furnish without extra charge all reasonable facilities and assistance for the safe and convenient inspection or test required by appointed inspectors. Such inspections may be carried out on the Supplier's premises or at another place as deemed appropriate by inspectors.

1.14.9. If the Supplier fails to supply Goods, materials, workmanship, or services in accordance with the provisions of the Contract, the Project Manager may reject any part of the Goods by giving written notice to the Supplier specifying the reason for rejection and whether replacement Goods are required and within what time.

1.14.10. The Supplier warrants that the goods will remain free from defects for a period of three (3) years (unless otherwise stated in the Contract Data) from acceptance of the Goods by the Project Manager.

#### 1.15. PAYMENT CERTIFICATE

1.15.1. On or after the assessment date, the Project Manager and the Supplier 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.

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

1.15.3. Supplier to provide the Employer with the necessary details regarding banking details to enable the Employer to make electronic payments.

#### 1.16. PRICING OF THE WORKS

1.16.1. The contractor shall make provision for the costs (direct or otherwise) associated with works on, over or adjacent to railway lines. The Contractor is advised to study the requirements of the SPK 7/2 and ensure that all works can be completed in accordance with these requirements.

#### 1.17. PENALTIES

1.17.1. 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.

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

1.17.3. 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 5.17.1

## 2. TECHNICAL SPECIFICATIONS RELATED TO THE PROJECT

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

SANS 3000-1 to 2,	Railway Safety Management
SABS 1200NB	Railway Sidings (Track work)
SABS 1083:2013	Ballast specification (latest revision for Railway lines)
S406 (1998)	Transnet specification for supply of ballast stone
E10	General Specifications for Railway Track work (1996)
Track Manual	Manual for Track Maintenance (2000)
Test for soundness of stone Appendix A	Transnet S406 (1998)
Durability Test for Ballast stone Appendix B	Transnet S406 (1998)
Mill Abrasion Test Appendix C	Transnet S406 (1998)

### 3. PROJECT SPECIFIC SAFETY RELATED REGULATIONS

- 3.1. The contractor shall comply with requirements of safety legislations and regulations in all respects.
- 3.2. 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 Occupational Safety Act, 1993 (Act No: 85 of 1993) and the SPK7, PRASA SHE Specification and National Environmental Management Act 107 of 1997
- 3.3. 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.
- 3.4. The contractor shall be responsible for all protective clothing and equipment for his or her employees.
- 3.5. All work shall at all times comply with the SPK7/2 Specification attached hereto.
- 3.6. Normal protection measures in accordance with the Protection Manual shall apply.
- 3.7. 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.

### 4. EVALUTATION METHODOLOGY

#### 4.1. EVALUATION AND SCORING METHODOLOGY

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

The following levels will be applied in the evaluation:

LEVEL		DESCRIPTION
Verify completeness		The Bid is checked for completeness and whether all required

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

LEVEL		DESCRIPTION
		of the RFP and/or the Bids are too close in terms of points awarded.
Approval		Approval and notification of the final Bidder.

Table 1: Levels that will be applied in the evaluation.

REQUEST FOR QUOTATION – BID DESCRIPTION: SERVICE PROVIDER FOR THE PROVISION OF PLANT (TLB, SKID STEER LOADER AND TIPPER TRUCK) AND SUPPLY, DELIVERY AND OFFLOADING OF BALLAST IN THE METRORAIL GAUTENG REGION ON AN “AS AND WHEN BASIS” FOR A PERIOD OF TWELVE (12) MONTHS.



Name of the Bidder: .....

RFQ Number: .....

**COMPLIANCE SPECIFICATION SHEET RFQ 10346920**

**COMPLIANCE SPECIFICATION SHEET**

No.	Specification Description	BIDDER'S Compliance Response: (Yes/No)
1	<b>SUPPLY OF BALLAST</b>	
1.1	Ballast loaded in AY - trucks	
1.2	Ballast loaded in road trucks	
2	<b>PROVISION OF PLANT</b>	
2.1.	<b>TLB</b>	
2.1.1	Weekdays	
2.1.2	Saturdays	
2.1.3	Sundays & Statutory Public Holidays	
2.1.4	Movement of plant (loaded)	
2.1.5	Movement of plant (unloaded)	
2.2.	<b>SKEED STEER</b>	
2.2.1	Weekdays	
2.2.2	Saturdays	
2.2.3	Sundays & Statutory Public Holidays	
2.2.4	Movement of plant (loaded)	
2.2.5	Movement of plant (unloaded)	
2.3	<b>TIPPER TRUCK (6 M<sup>3</sup>)</b>	
2.3.1	Weekdays	

2.3.2	Saturdays	
2.3.3	Sundays & Statuary Public Holidays	
2.3.4	Movement of plant (loaded)	
2.3.5	Movement of plant (unloaded)	
2.4	<b>TIPPER TRUCK (10 M<sup>3</sup>)</b>	
2.4.1	Weekdays	
2.4.2	Saturdays	
2.4.3	Sundays & Statuary Public Holidays	
2.4.4	Movement of plant (loaded)	

SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 2023.

Name: \_\_\_\_\_ Designation \_\_\_\_\_

**SECTION 10**

**BOQ/ PRICING SCHEDULE**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>Rate (EXCLUDING VAT)</b>
1	<b>SUPPLY OF BALLAST</b>		
1.1	Ballast loaded in AY - trucks	P/m <sup>3</sup>	R
1.2	Ballast loaded in road trucks	P/m <sup>3</sup>	R
2	<b>PROVISION OF PLANT</b>		
2.1.	<b>TLB</b>		
2.1.1.	Weekdays	P/h	R
2.1.2	Saturdays	P/h	R
2.1.3	Sundays & Statutory Public Holidays	P/h	R
2.1.4	Movement of plant (loaded)	P/km	R
2.1.5	Movement of plant (unloaded)	P/km	R
2.2.	<b>SKEED STEER</b>		
2.2.1	Weekdays	P/h	R
2.2.2	Saturdays	P/h	R
2.2.3	Sundays & Statuary Public Holidays	P/h	R
2.2.4	Movement of plant (loaded)	P/km	R
2.2.5	Movement of plant (unloaded)	P/km	R
2.3	<b>TIPPER TRUCK (6 M<sup>3</sup>)</b>		
2.3.1	Weekdays	P/h	R
2.3.2	Saturdays	P/h	R
2.3.3	Sundays & Statuary Public Holidays	P/h	R

2.3.4	Movement of plant (loaded)	P/km	R
2.3.5	Movement of plant (unloaded)	P/km	R
2.4	<b>TIPPER TRUCK (10 M<sup>3</sup>)</b>		
2.4.1	Weekdays	P/h	R
2.4.2	Saturdays	P/h	R
2.4.3	Sundays & Statuary Public Holidays	P/h	R
2.4.4	Movement of plant (loaded)	P/km	R
2.4.5	Movement of plant (unloaded)	P/km	R
Sub total			R
VAT (15%)			R
Total			R