



**prasa**

PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

## REQUEST FOR QUOTATION (RFQ)

**RFQ NUMBER: 10351160**

**REQUEST FOR QUOTATION (RFQ) FOR THE SUPPLY AND DELIVERY OF TURNOUT WOODEN SLEEPERS FASTENERS IN THE METRORAIL GAUTENG REGION "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF 12 MONTHS.**

<b>Issue Date:</b>	<b>15 July 2024</b>
<b>Closing Date for Submissions of Bids</b>	<b>24 July 2024 @ 10h00 Cat</b>
<b>Contact person:</b>	<b>Rodney Racheku</b> <b>Tel: 011 085 7063</b> <b>Email: <a href="mailto:metrorailqptenders2@prasa.com">metrorailqptenders2@prasa.com</a></b> <b><a href="mailto:Rodney.Racheku@prasa.com">and Rodney.Racheku@prasa.com</a></b>



# 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:	10351160	CLOSING DATE:	24 July 2024	CLOSING TIME	10:00 CAT
DESCRIPTION	<b>REQUEST FOR QUOTATION (RFQ) FOR THE SUPPLY AND DELIVERY OF TURNOUT WOODEN SLEEPERS FASTENERS IN THE METRORAIL GAUTENG REGION "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF 12 MONTHS.</b>				
COMPULSORY BRIEFING DATE AND TIME	N/A				
COMPULSORY BRIEFING SITE	N/A				

### BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

BID RESPONSE DOCUMENTS MUST BE HAND DELIVERY AT THE SITUATED (STREET ADDRESS):

**PASSENGER RAIL AGENCY OF SOUTH AFRICA**  
**6<sup>TH</sup> FLOOR, SHOSHOLOZA JUNCTION**  
**CNR LEYDS AND SIMMONDS**  
**BRAAMFONTEIN**  
**JOHANNESBURG**

### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Rodney Racheku				
TELEPHONE NUMBER	011 085 7063				
E-MAIL ADDRESS	Rodney.Racheku@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.....



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 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 – Compliance</b>	
Stage 1A	Mandatory Requirements
Stage 1B	Other Mandatory Requirements
<b>Stage 2</b>	
Technical / Functionality Requirements	Threshold 80%
<b>Stage 3</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 RFQ 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)	
e)	Proof of valid registration with CIDB.	<b>N/A</b>

#### 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

The minimum threshold for the Technical/functionality criteria is **80%**, and bidders who score below this minimum threshold will be disqualified.

Table 5: Technical Evaluation Criteria

Item	Criteria	Weight
1	Organizational Experience	60
2	Delivery Methodology	40
	<b>TOTAL</b>	<b>100</b>

## Technical evaluation criteria

Evaluation Area	Weight	Technical/Functional Criteria and Scoring						
<p>Organizational Experience:</p> <p>Track record 5 previously executed projects (Supply and delivery of Perway materials :</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><i>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, and contract value inclusive of VAT.</i></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>	<p><b>60</b></p>	<p><u>The score will be based on the successfully executed and completed supply and delivery of materials and tools</u></p> <p>: No information submitted = <b>0 Points</b></p> <p>1: : 1 project = <b>12 points</b></p> <p>2 : 2 projects = <b>24 points</b></p> <p>3 : 3 projects = <b>36 points</b></p> <p>4 : 4 projects = <b>48 points</b></p> <p>5 : 5 and above projects = <b>60 points</b></p>						
<p><u>Delivery lead-time.</u></p> <p><i>(N.B. The delivery time takes into consideration the delivery lead time from manufacturing to delivery at the defined locations. Bidders are required to state their total delivery lead time broken down into percentages.</i></p> <table border="1" data-bbox="110 1732 597 1913"> <thead> <tr> <th data-bbox="110 1732 203 1913">Item No.</th> <th data-bbox="203 1732 393 1913">Months</th> <th data-bbox="393 1732 597 1913">Anticipated delivery Percentage to be delivered</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Item No.	Months	Anticipated delivery Percentage to be delivered				<p><b>40</b></p>	<p><u>Bidders will be evaluated for their capacity to shorten their delivery time and the average total Points for delivery lead time will be allocated as follows:</u></p> <p>0: No information provided/no delivery period provided 0</p> <p>1: A delivery period of 5 months = 8 points</p> <p>2: A delivery period of 4 months = 16 points</p> <p>3. A delivery period of 3 months = 24 points</p> <p>4. A delivery period of 2 months = 32 points</p> <p>5. A delivery period of 1 month = 40 points</p>
Item No.	Months	Anticipated delivery Percentage to be delivered						

Evaluation Area			Weight	Technical/Functional Criteria and Scoring
1	1 months	100%		
2	2 months	80%		
3	3 months	60%		
4	4 months	40%		
5	5 months	20%		

**NB:** Note: Bidders who fail to achieve the minimum qualifying score of 80% points 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
PRICE	80
SPECIFIC GOALS	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	
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	



**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.

**SECTION 6**

**SBD4**

**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

## SECTION 7

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)

#### 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
<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	
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	

## 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. (Not Applicable)

<b>Request number:</b>	<b>N/A</b>
<b>Request for Quotation:</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 \_\_\_\_\_

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

\_\_\_\_\_ Designation

#### Acknowledgement

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

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

**DULY AUTHORISED SIGNATORY(IES)      WITNESSES**

1. \_\_\_\_\_ 1. \_\_\_\_\_

2. \_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_ 3. \_\_\_\_\_

## **SECTION 9.**

### **SPECIFICATION/ SCOPE OF WORK**

#### **1. SCOPE OF WORK**

The specification covers the supply and delivery of wooden turnout sleepers and associated products to Metrorail Gauteng Province in accordance with the specifications and schedules embodied in this contract.

#### **INTRODUCTION**

The project is for the supply and delivery of turnout components in the Gauteng Region on an “as and when” required basis for a period of 12 months.

The Gauteng Region is a network of commuter rail services in Gauteng province in South Africa, servicing the Johannesburg and Tshwane metro areas. It is operated by Metrorail, a division of the Passenger Rail Agency of South Africa (PRASA).

Metrorail routes spread out across the province from three main hubs: Park Station in Johannesburg, Germiston Station on the East Rand, and Pretoria Station. Routes service central Johannesburg, the East Rand, Soweto, the Vaal Triangle, the West Rand, central Pretoria, and suburbs to the north, east and west of Pretoria.

Gauteng Region consists of the following corridors:

- Johannesburg – Leralla / Pretoria: services Johannesburg, Germiston, Kempton Park, Kaalfontein, Tembisa, Oakmoor – Olifantsfontein - Pretoria
- Johannesburg–Daveyton: services Johannesburg, Germiston, Boksburg, Dunswart, Avenue, Northmead and Daveyton.
- Johannesburg–Springs: services Johannesburg, Germiston, Boksburg, Benoni, Brakpan and Springs
- Germiston–Kwesine: services Elsburg, Wadeville, Katlehong, Lindela and Pilot
- Germiston–Kliprivier–Vereeniging: services Germiston, Natal Spruit, Meyerton and Vereeniging

- Germiston–New Canada: services Germiston and the Reef south of central Johannesburg
  - Johannesburg–New Canada–Vereeniging: services Johannesburg, Orlando, Lenz, Stretford and Houtheuwel
  - Johannesburg–Oberholzer: services Johannesburg, Orlando, Westonaria and Carletonville
  - George Goch–Naledi: services Booyens, New Canada, Dube and Naledi
  - Johannesburg–Randfontein: services Langlaagte, Westbury, Maraisburg, Florida, Roodepoort, Krugersdorp and Randfontein
  - Pretoria–Saulsville: services Pretoria, Pretoria West and Atteridgeville
  - Pretoria/Belle Ombre–De Wildt/Mabopane: services Pretoria, Pretoria North, Ga-Rankuwa and Soshanguve
  - Pretoria–Pienaarspoort: services Pretoria, Hatfield and Mamelodi
- Hercules–Capital Park–Pienaarspoort: services Pretoria North and Mamelodi

## **BACKGROUND INFORMATION**

### **STATUS QUO**

The Permanent way department has been facing a significant challenge of maintenance due to the backlog of replacement of non-standard turnout sleepers. Apart of maintenance, the department has been affected by severe acts of theft and vandalism resulting in a number of lines across the region being closed to the movement of trains.

### ***PROBLEM STATEMENT***

Turnouts forms an integral part of the Perway track structure, the main function include to provide safe passage of trains used to transport passengers/ goods.

The main purpose of sleepers is to support the track in its geometrical position and to laterally stabilise the whole length of track.

The average life span of wood sleepers is 15 to 25 years, depending on traffic conditions. Due to poor drainage, weather conditions and budget constraints we have exceeded the normal lifetime of wooden sleepers and as a result are embarking on a sleeper replacement programme for the current financial year to ensure the track stays in a standard conditions and defects are minimized. Defects (e.g. vertical alignment, gauge) contribute to the deterioration of the rail tracks as well as the non-compliance with track standards and need to be addressed as a matter of urgency



Figure 1: Wooden sleepers and stolen railway fastening clips on a turnout crossing.

Beside the non-standard turnout sleepers, there has been increase of theft and vandalism of railway track components from 2019 and this act of theft is still ongoing. Sleepers that have been stolen and vandalised, pose a safety risk to the operation of trains. If not monitored properly they can cause derailments that may lead to loss of life, goods and property. They may also cause performance delays through the introduction of speed restrictions and limiting availability and reliability of the Perway infrastructure.

In some areas the theft has left the infrastructure paralysed completely where even the rails have been stolen.

## **PICTORIALS**



**Fig 2.1:** Missing sleepers and vandalised track



**Fig 2.2:** Stolen wooden sleepers and turnout rails



**Fig 2.3:** Vandalized staging yard



**Fig 2.4:** Wooden sleepers at informal settlement

## **SCOPE OF WORK**

The specification covers the supply and delivery of turnout components and associated products to Metrorail Gauteng Province in accordance with the specifications and schedules embodied in this contract.

## **SPECIFICATIONS AND DRAWINGS:**

Sleeper's fastenings to comply with specifications referred to in the schedule of prices.



## **ADVANCED TECHNOLOGY:**

Should there be any changes in the development/design during the contract period due to advanced technology; the Contractor will be given first refusal to quote to the revised specification. Should PRASA and the Contractor fail to reach an agreement on advanced technology/cost, PRASA shall have the right to terminate the contract and advise the Contractor of its intention to do so.

Neither party shall have any claims against each other of whatsoever nature reasons of such cancellation.

## **PROPRIETARY ARTICLES USED AS SAMPLES:**

When a patented article is used as a sample or when the name of a manufacturer or of a certain trademark or brand is quoted, it shall only to indicate the type or quality of the article required and not to limit competition to that article.

## **ALTERNATIVE OFFERS:**

Although the goods called for are to be strictly in accordance with PRASA's specifications, Tenderer's attention is directed to the fact that PRASA will also consider alternative offers of equivalent commercial quality. Wooden sleepers shall be able to use current fastening systems in use at PRASA.

## **PRICE**

Prices quoted must be in South African currency.

## **DISTRIBUTION:**

Prices tendered shall be the ex-works, loaded onto road trucks. Transport cost will be borne by the contractor.

## **NEGOTIATION:**

PRASA reserves the right to negotiate prices and commercial aspects after the closing date of the tender.

## INCREASE OR DECREASE IN COSTS

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

A contract price adjustment factor to be determined in accordance with the formula described in 3.8.2 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.

The contract price adjustment factor shall be -

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

- *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;*
- *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.*
- *a + b + c + d + e + ... = 1*

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.

- *The Tenderer shall with his tender submit a breakdown of the production factors per product and the applicable index and relevant table in that index.*



Price shall be firm for the first 12 months calculated from the date of tender. Price adjustment shall there-after only be allowed bi-annually.

Adjustments shall not be effective until accepted by PRASA.

A period of not less than 60 days calculated from the date of application is required by PRASA to consider any increase in prices.

#### **EXCHANGE RATE:**

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.

Where no particulars are furnished, such tenders will be deemed to be not subject to variation on account of exchange rate fluctuations.

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.

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 more or less than the estimated quantities stated in the tender schedule of quantities and/or prices.



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 day 7 days prior to the date on which tenders close.

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 3.7 hereof.

The contract price adjustments stipulated in clause 3.8.2 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.

The foreign exchange rate adjustment formula shall read:

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

0

Where x = the percentage not applicable to foreign exchange

C<sub>o</sub> shall be the rate as prescribed in clause 3.9.4 hereof.

C<sub>t</sub> shall be the rate as prescribed in clause 3.9.2 hereof.

The indices to be used will be those that the Contractor proposed in his 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 tender shall furthermore show the trend of the indices over a period of at least two years.

The Contractor shall, when requested, furnish documentary proof of remittance to another country of the contract payments made in terms of this clause.



## IMPORTED CONTENT

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:

<b>TENDER ITEM NO.</b>	<b>PORTION OF THE PRICE REPRESENTING IMPORTED CONTENT</b>	<b>COUNTRY</b>	<b>EXCHANGE RATE</b>  <b>R 1.00 =</b>

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

### QUANTITY FOR WHICH TO TENDER:

Tenderers must indicate the minimum order quantity per item.

### QUALITY CONTROL:

- (i) Tenderers are to indicate, whether any Quality Management System is in place in their operation and if so, what specific system;

- (ii) Tenderers are also to advise whether any Quality Management System Rating has been conducted recently, and if so;
  
- (iii) To give an indication of how recently it was done, as well as the type of rating, (i.e.: SABS, ISO or IQRS)

#### **DELIVERY PERIOD:**

PRASA reserves the right to place purchase orders the last day of the contract for the deliveries to be affected within the delivery period specified by you beyond the expiry date of the contract under the same terms and conditions as agreed upon.

Purchase orders will be placed on the successful Tenderer from time to time as and when supplies are required.

Delivery requirements may be stipulated in purchase orders and scheduled deliveries may be called for. However, delivery periods and maximum monthly rates of delivery offered by the Tenderer will be used as guidelines in establishing lead times and monthly delivery requirements.

Where scheduled deliveries are required, the delivery period(s) specified must be strictly complied with, unless otherwise requested by PRASA. Material supplied earlier than specified may not be paid for or may be returned with the Contractor being held liable for all expenses incurred i.e. railage charges, handling charges, etc., both ways. Although the importance of adhering strictly to delivery periods was strongly emphasis in the present contracts, numerous problems have been experienced, which give cause for the penalty clause to be re-instated for certain vendors. Production capacities and lead times per item must be made available.

The Tenderer must indicated in the "Schedule of Prices" what their normal lead time is for the delivery of the goods "Direct by Rail/Courier", calculated as from the seventh day after the date of the relevant purchase order.

## **DURATION OF CONTRACT**

The Contractor should be able to commence once all necessary documentation and application for occupation have been completed. Thirty (30) days upon receipt of official written notice from a Project Manager. PRASA Rail reserves the right to extend the period if occupations are not granted as requested.

The duration of the contract will be 12 months from the award date or appointment letter signed by the contractor. This will be guided by the availability of occupations and the working program of the contractor.

The contractor shall submit exact and clear details of how he intends to execute all the work for supply and Delivery of Universal sleepers.

The Contractor shall also submit a work program based on Annexure 1 with the tender indicating the sequence in which work at the various depots will be executed, number of weeks to be spending at each depot, as well as the start and finish week for each depot.

Annexure 1 will be provided to the successful tenderer on receiving of the contract document.

## **SAFETY**

All work in this contract shall comply with the Occupational Safety Act No 85 of 1993, National Environmental management Act 107 of 1997 Act and construction regulation 2014. These items shall all be included in the tendered rates.

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

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

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



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

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

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

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

The safety file will be approved only after all the requirements on the checklist are met.  
WITS\_LIB/RISK\_MGT/SHE File Checklist (version 3) is attached in this regard.

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

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

An effective safety procedure to be followed by all personnel on any work site in the case of approaching rail traffic shall be compiled by the Contractor and implemented before any work commences. This procedure shall be updated whenever the need arises, and any changes shall be communicated to all employees on a works site before work proceeds.

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

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

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

## **GENERAL**

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.

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.

PRASA Rail shall assist the contractor with the training of flagman on the contractor's account/cost.

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.

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.

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.

## **TO BE PROVIDED BY THE CONTRACTOR**

The contractor shall submit with his/her tender a detailed method statement and sequenced program based on how he proposes to execute the work. On award of the tender the Contractor'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.

The Contractor shall supply and deliver all Universal turnout wooden Sleepers, any damage to sleepers by the contractor will be at the contractor's cost.

The Contractor shall do a pre-inspection of all turnout sleepers for the purpose of planning each project.



The pre-inspection shall include determining the exact material details required for the replacement of the turnout sleepers as well as determining other preparation aspects to be attended to by PRASA Rail for the successful completion of each project. Recording all relevant information from the pre-inspection on the set evaluation form as per ANNEXURE 3 and making all relevant info available to PRASA Rail shall complete the pre-inspection.

The requirements for preparation by PRASA Rail shall be made available to the Regional Engineer, copy to the Technical Officer in writing to enable the depot to timeously complete all preparations before date of installation.

The total cost of executing the pre-inspection (See Clause 5.2.4) as well as the detail planning session (See Clause 5.3.3) per turnout as prescribed shall be included in the rates tendered and no separate payment shall be made for this.

The Contractor shall in addition to what is stipulated in the Conditions of Contract for Maintenance of Railway Track (E5), provide the following facilities:

#### **INFORMATION REQUIRED FROM THE CONTRACTOR IN TERMS OF THIS CONTRACT**

Schedule of Quantities and Prices.

Description of method of operation.

Work program

Completed schedule for rate of operation.

#### **PAYMENT CERTIFICATE**

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.

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

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

## **PRICING THE WORKS**

The contract period shall be inclusive of the supply and delivery of universal turnout wooden sleepers in the Gauteng Region on an “as and when” required basis for a period of 12 months.

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

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.

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.

## **PENALTIES**

If the Contractor fails to complete the Services within the time as 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.

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,

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 3.21.1

## **CONSTRUCTION RELATED SECURITY**

### **MANDATORY SECURITY REQUIREMENTS**

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

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



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

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

The 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.

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.

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

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.

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.

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

Risks

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.

<b>Risk</b>	<b>Probability</b>	<b>Mitigation</b>
Project Hi-jacking – Regulation 9 30% Subcontracting. This includes the provision of security.	High	Social Facilitation to ensure community involvement and buy in. PRASA recommends an approach that involves the local community. Failure to ensure local involvement can result in serious work stoppages.
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

## **NEW PREFERENTIAL PROCUREMENT REGULATIONS**

The new regulations, issued by the Minister of Finance in 2017, were revised to align with certain changes to the Broad-Based Black Economic Empowerment (B-BBEE) legislation. They encourage procurement from Small Enterprises, particularly through sub-contracting if a tender is set above the R30 million threshold.

The Regulation focuses on the need by all organs of state and public entities to specify conditions that only locally produced or locally manufactured goods meeting the stipulated minimum threshold for local production and content will be considered for certain designated sectors. They also afford organs of state the freedom to choose to apply pre-qualifying criteria to advance certain designated groups.

In compliance with the new regulation, this project will require that a minimum of 30% be subcontracted to one of the following types of enterprises:

- EME or QSE
- EME or QSE which is at least 51% Black owned
- EME or QSE which is at least 51% owned by black youth (from ages 14 to 35)
- EME or QSE which is at least 51% owned by black people who are women; and
- EME or QSE which is at least 51% owned by black people with disabilities.
- an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships
- a cooperative which is at least 51% owned by black people
- an EME or QSE which is at least 51% owned by black people who are military veterans; or
- more than one of the categories referred to in paragraphs.

Before contracting with the successful Bidder, PRASA will insist on being provided with copies of formal signed subcontracting agreements that make up the legislated 30% of the contract value. All agreements to state that PRASA will not be held responsible or liable should the successful Bidder breach contract with the subcontracted companies.

The Treasury regulation requires State Enterprises to apply regulation 9 of the PREFERENTIAL PROCUREMENT REGULATIONS of PPPFA -2017 if it is feasible.

As part of the conditions of tendering, Bidders will be required to subcontract 30% of the work to the type of enterprises listed above and these enterprises shall be registered on the National Treasury Central Supplier Database (CSD).

Extract from regulation 9 of PPPFA-2017

Regulation 9: Subcontracting as condition of tender

1. If feasible to subcontract for a contract above R30 million, an organ of state must apply subcontracting to advance designated groups.
2. If an organ of state applies subcontracting as contemplated in sub regulation, the organ of state must advertise the tender with a specific tendering condition that the successful tenderer must subcontract a minimum of 30% of the value of the contract to-
  - a) an EME or QSE
  - b) an EME or QSE which is at least 51% owned by black people
  - c) an EME or QSE which is at least 51% owned by black people who are youth
  - d) an EME or QSE which is at least 51% owned by black people who are women
  - e) an EME or QSE which is at least 51% owned by black people with disabilities
  - f) an EME or QSE which is 51% owned by black people living in rural or underdeveloped areas or townships
  - g) a cooperative which is at least 51% owned by black people
  - h) an EME or QSE which is at least 51% owned by black people who are military veterans; or
  - i) more than one of the categories referred to in paragraphs (a) to (h).

## EVALUATION METHODOLOGY

### EVALUATION AND SCORING METHODOLOGY PROCESS

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

The following levels will be applied in the evaluation:

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

LEVEL		DESCRIPTION
		been met. Non-compliant Bids will be disqualified.
Detailed Evaluation of Technical		Detailed analysis of Bids to determine whether the Bidder can deliver the Project in terms of business and technical requirements. <b>The minimum threshold for technical evaluation is [80%], any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and Specific Goals.</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 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.


## SECTION 10

### BOQ/PRICING SCHEDULE

No	PRASA Material Number	Description	Unit	Qty	Price per Unit	Total price
1	M00074514	CREW, LAG; TYPE COACH; TYPE A, WEIGHT: 30/48/57 KG	Each		R	R
2	M00044026	CHAIR RAILRD; MTR CI, CCE E32626, CLIP	Each		R	R
3	M00043054	CHAIR RAILRD; MTR CI, CCE E33003, CLIP	Each		R	R
4	M00001158	WASHER, LOCK; SPECIAL FEATURES RECTANGULAR SECTION, DESIGN TYPE DOUBLE COIL, SIZE DESIGNATION M22, WASHER MATERIAL	Each		R	R
5	M00001159	WASHER, LOCK; SPECIAL FEATURES RECTANGULAR SECTION, DESIGN TYPE DOUBLE COIL, SIZE DESIGNATION M24, WASHER MATERIAL	Each		R	R
6	M00043015	WASHER, LOCK; SPECIAL FEATURES RECTANGULAR SECTION, DESIGN TYPE DOUBLE COIL, SIZE DESIGNATION M30, WASHER MATERIAL	Each		R	R
7	M00001211	CLIP, GAUGE; FOR TYPE K TIMBER RAILROAD TIE, 43/48/57 KG, F; EQUIPMENT USED ON CHAIR SPECIFICATION NUMBER CCE 1/55 LATEST	Each		R	R
8	M00011699	CLIP, GAUGE; FOR TYPE L TIMBER RAILROAD TIE, 43/48/57 KG, F, EQUIPMENT USED ON CHAIR SPECIFICATION NUMBER CCE 1/55 LATEST	Each		R	R

9	M00075569	CLIP, GAUGE; FOR TYPE M TIMBER RAILROAD TIE, 43/48/57 KG; F; EQUIPMENT USED ON CHAIR SPECIFICATION NUMBER CCE 1/55 LATEST	Each		R	R
10	M00053423	BOLT, MACHINE; SPECIFICATION PWM2/1- 1994, OVERALL LENGTH 150 MM, THREAD PITCH 6G, THREAD DIAMETER M27; FISH, AND NUT 48KG, EQUIPMENT USED	Each		R	R
11	M00056506	BRIDGE SLIDE PLATE NO. E- 3373-1	Each		R	R
Sub Total						R
VAT						R
Total VAT Inclusive						R

**SECTION 11**

<p><b>REQUEST FOR QUOTATION (RFQ) FOR THE SUPPLY AND DELIVERY OF TURNOUT WOODEN SLEEPERS IN THE METRORAIL GAUTENG PROVINCE “AS AND WHEN” REQUIRED BASIS FOR A PERIOD OF 12 MONTHS.</b></p>	
<p><b>Name of the Bidder:</b> .....</p>	
<p><b>RFQ Number:</b> .....</p>	

**COMPLIANCE SPECIFICATION SHEET**

**SPECIFICATIONS OF THE WORK OR PRODUCTS OR SERVICES REQUIRED**

<b>No.</b>	<b>Specification Description</b>	<b>PRASA'S Evaluation Compliance Response: (Yes/No)</b>
1	CREW, LAG; TYPE COACH; TYPE A, WEIGHT: 30/48/57 KG	
2	CHAIR RAILRD; MTR CI, CCE E32626, CLIP	
3	CHAIR RAILRD; MTR CI, CCE E33003, CLIP	
4	WASHER, LOCK; SPECIAL FEATURES RECTANGULAR SECTION, DESIGN TYPE DOUBLE COIL, SIZE DESIGNATION M22, WASHER MATERIAL	
5	WASHER, LOCK; SPECIAL FEATURES RECTANGULAR SECTION, DESIGN TYPE DOUBLE COIL, SIZE DESIGNATION M24, WASHER MATERIAL	
6	WASHER, LOCK; SPECIAL FEATURES RECTANGULAR SECTION, DESIGN TYPE DOUBLE COIL, SIZE DESIGNATION M30, WASHER MATERIAL	

7	CLIP, GAUGE; FOR TYPE K TIMBER RAILROAD TIE, 43/48/57 KG, F; EQUIPMENT USED ON CHAIR SPECIFICATION NUMBER CCE 1/55 LATEST	
8	CLIP, GAUGE; FOR TYPE L TIMBER RAILROAD TIE, 43/48/57 KG, F, EQUIPMENT USED ON CHAIR SPECIFICATION NUMBER CCE 1/55 LATEST	
9	CLIP, GAUGE; FOR TYPE M TIMBER RAILROAD TIE, 43/48/57 KG; F; EQUIPMENT USED ON CHAIR SPECIFICATION NUMBER CCE 1/55 LATEST	
10	BOLT, MACHINE; SPECIFICATION PWM2/1- 1994, OVERALL LENGTH 150 MM, THREAD PITCH 6G, THREAD DIAMETER M27; FISH, AND NUT 48KG, EQUIPMENT USED	
11	BRIDGE SLIDE PLATE NO. E-3373-1	

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2024

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

Signature \_\_\_\_\_