



prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: 10348797

REQUEST FOR QUOTATION (RFQ) FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF TRACK MOUNTED RAIL AND FLANGE LUBRICATORS IN THE GAUTENG REGION ON AN “AS AND WHEN REQUIRED BASIS” FOR A PERIOD OF 12 MONTHS.

Issue Date:	02 April 2024
Closing Date for Submission of Bids:	12 April 2024 @ 10H00 CAT
Contact Person:	Derrick Nkanyana Contact No.: 011 085 7063 Email: derrick.nkanyana@prasa.com and metrorailqptenders2@prasa.com

Bids only to be hand delivered (Address on the next page)

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

BID NUMBER:	10348797	CLOSING DATE:	12 April 2024	CLOSING TIME:	10H00AM
DESCRIPTION:	REQUEST FOR QUOTATION (RFQ) FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF TRACK MOUNTED RAIL AND FLANGE LUBRICATORS IN THE GAUTENG REGION ON AN "AS AND WHEN REQUIRED BASIS" FOR A PERIOD OF 12 MONTHS				
COMPULSORY BRIEFING DATE AND TIME:	NOT APPLICABLE				
COMPULSORY BRIEFING SITE:	NOT APPLICABLE				

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

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

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Derrick Nkanyana
TELEPHONE NUMBER	011 085 7063
E-MAIL ADDRESS	derrick.nkanyana@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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

1.1. **BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.**

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER**

1.3. **PRESCRIBED IN THE BID DOCUMENT.**

1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.

2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

NB:

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

SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

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

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

2 COMMUNICATION

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

3 BIDDERS COMPLAINTS PROCESS

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

- 3.1.1 Bid/Tender Description
- 3.1.2 Bid/Tender Reference Number
- 3.1.3 Closing date of Bid/Tender
- 3.1.4 Supplier Name;
- 3.1.5 Supplier Contact details.
- 3.1.6 The detailed compliant

4 LEGAL COMPLIANCE

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

5 CHANGES TO QUOTATIONS

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

6 PRICING

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

7 BINDING OFFER

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

8 DISCLAIMERS

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

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

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

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

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

9 LEGAL REVIEW

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

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

11 PROTECTION OF PERSONAL DATA

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

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

12 EVALUATION METHODOLOGY

Interested bidders for this project shall be evaluated in terms of their administrative responsiveness, substantive responsiveness, technical/functional (capacity testing) evaluation, and preference points. The evaluation committee shall use the following Evaluation Criteria depicted in the table below for the selection of the preferred bidder that shall render/deliver the required works, goods, and/or services.

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

13 ADMINISTRATIVE RESPONSIVENESS

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

14 VALIDITY PERIOD

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

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

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

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

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

16 RETURNABLE DOCUMENTS

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

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. If the bidders did not comply (to any of the clauses) and returned the attached compliance specification sheet, it means they do not comply to the specification and the bid will be disqualified.	
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 in the table below, 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

Technical Evaluation Criteria presented in table below.

ITEM	CRITERIA	WEIGHT
1	Organizational Experience	60
2	Delivery Methodology	40
	TOTAL	100

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

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
<p><u>Organizational Experience</u></p> <p>Track record 5 of previously executed projects – (Supply and delivery of Perway components - materials and tools).</p> <p><i>(N.B. Provide for each successfully similar completed project/s in the following sequence;</i></p> <p>1. Letter of Award 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>2. The Certificate of Completion 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>60</p>	<p><u>Score will be based on successfully executed and completed supply and delivery of Perway components - material and tools:</u></p> <p>0: No information submitted = 0 Points</p> <p>1: : 1 project = 12 points</p> <p>2 : 2 projects = 24 points</p> <p>3 : 3 projects = 36 points</p> <p>4 : 4 projects = 48 points</p> <p>5 : 5 and above projects = 60 points</p>
<p><u>Delivery Technical Approach/ Methodology</u></p> <p><i>NB. Provide a detailed technical approach / methodology that is aligned to the scope of work / highlighting the risk/s and mitigation measures associated with handling such material.</i></p> <p><i>The Methodology, must cover the following elements:</i></p>	<p>40</p>	<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 = 0 points</p> <p>1: Methodology detailing 2 elements or less in line with the scope of work = 8 points</p> <p>2: Methodology detailing 3 - 4 elements in line with the scope of work = 16 points</p>

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
1. Defining contingency processes and risk identification, 2. Work breakdown of activities i.e. sequence of loading and offloading of material. 3. Pre-handover quality inspection, 4. Quality assurance, 5. Contingency storage process, 6. Hand tools for handling material, 7. Transportation 8. Post quality inspection at the designated delivery points.		3: Methodology detailing 5 - 6 elements in line with the scope of work = 24 points 4: Methodology detailing 7 elements in line with the scope of work = 32 points 5: Methodology detailing all 8 elements in line with the scope of work = 40 points
Total	100	

NOTE: The average minimum points of 80 on overall Technical/Functional requirements are to be attained in the evaluation criteria stated above for a bidder to be evaluated in the next stage of price and Specific Goals.

Stage 3- Price and Specific Goals

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

The maximum points for this tender are allocated as follows:

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where,

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Acceptable Evidence
Black Women owned	4		Certified copy of ID Documents of the Owners
Black Youth owned	4		Certified copy of ID Documents of the Owners
EME or QSE 51% Black Owned	4		Audited Annual Financial/B - BBEE Certificate/ affidavit
Owned by black persons with disabilities	4		Certified copy of ID Documents of the Owners and Doctor's note confirming the disability
Black people living in rural areas	4		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 indicate the basis thereof.
- 3 Pricing Bill of Quantity is completed in line with schedule if applicable.
- 4 Cost breakdown must be indicated.
- 5 Price escalation basis and formula must be indicated.
- 6 To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 7 Please note that should you have offered a discounted price(s), PRASA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- 8 Respondents are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Respondent. PRASA may:
 - 9 negotiate a market-related price with the Respondent scoring the highest points;;
 - 10 if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points;
 - 11 if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points;
 - 12 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFQ.

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

_____ code _____
(Full address) conducting business under the style or title of:
_____ represented by: _____

in my capacity as: _____

being duly authorised, hereby offer to undertake and complete the above-mentioned work/services at the prices quoted in the bills of quantities / schedule of quantities or, where these do not form part of the contract, at a lumpsum, of R _____ (amount in numbers); _____

(amount in words) Incl. VAT.

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

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

SECTION 5

PRASA GENERAL CONDITIONS OF PURCHASE

General

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

Conditions

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

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

Price and payment

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

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

Delivery and documents

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

Where items are to be delivered the Supplier:

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

Containers / packing material

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

Title and risk

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

Rejection

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

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

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

Warranty

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

Indemnity

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

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

Assignment and sub-contracting

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

Governing law

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

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
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:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEM

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

80/20

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

Where,

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where,

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/10 system) (To be completed by the tenderer)	Acceptable Evidence
Black Women owned	4		Certified copy of ID Documents of the Owners
Black Youth owned	4		Certified copy of ID Documents of the Owners
EME or QSE 51% Black Owned	4		Audited Annual Financial/B - BBEE Certificate/ affidavit
Owned by black persons with disabilities	4		Certified copy of ID Documents of the Owners and Doctor's note confirming the disability
Black people living in rural areas	4		Municipal/Eskom Bill or letter from Induna/Chief confirming residential address not older than 3 months

DECLARATION

WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SECTION 8

CERTIFICATE OF ATTENDANCE OF A COMPULSORY RFQ BRIEFING (NOT APPLICABLE)

Request number:	N/A
Request for Quotation:	N/A

Attendance

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

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

_____ for / on behalf of PRASA

_____ Designation

Acknowledgement

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

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

DULY AUTHORISED SIGNATORY(IES) WITNESSES

<p>1. _____</p> <p>2. _____</p> <p>3. _____</p>	<p>1. _____</p> <p>2. _____</p> <p>3. _____</p>
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SECTION 9

SCOPE OF WORK / SPECIFICATION

1. ASPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

1.1 RAIL LUBRICATORS

1.1.1 SCOPE OF WORK REQUIRED

1.1.1.1 Wayside Rail lubrication systems used at PRASA must lubricate the gauge face on curved tracks at identified sections/curves along railway track. The system should be mounted of the outside high-leg rail on curves. The wayside lubricating system should have the following characteristics.

1.1.1.2 **Wheel/train sensing system**

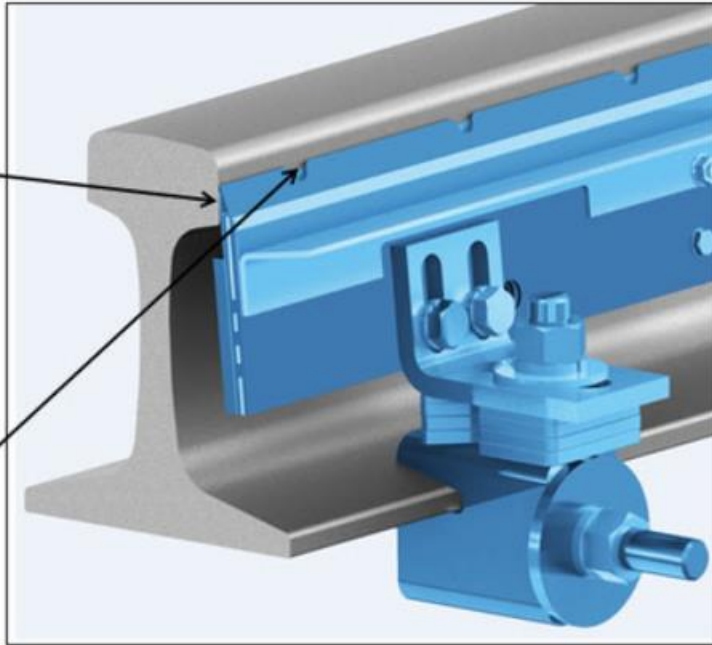
The system should be able to sense the arrival on a train of a wheel for the lubrication system to be dispensed. It is preferred that this is a mechanical system and nothing else. PRASA has reviewed other electrical wheel/train sensing systems, however, to reduce the added maintenance that comes with it a mechanical system was adopted. Therefore, this mechanical system will detect the arrival of the train/wheel before applying the lubrication onto the rail gauge face. The applied lubrication will be carried by the wheels along the length of the curve.

1.1.1.3 **Grease lubrication system/mechanism**

1.1.1.3.1 Upon activation of the wheel/train sensing system, the lubrication should be pumped out of its storage reservoir into the inner rail gauge face to lubricate the rail and be carried along the curve of the outer high-leg rail. The lubrication should be slightly squirted on the gauge face as illustrated on the image below. PRASA requires the ability to control the amount of grease/lubrication released onto the gauge face. Therefore, the gauge face bar needs to be adjustable in such a way that the amount of grease released may be controlled by PRASA. The gauge face bar should be mountable using a clamping system on the rail, without the requirement of welding.

Thin gauge face bar for; fine grease release, longer carry, less waste and non-obstruction of the train wheels

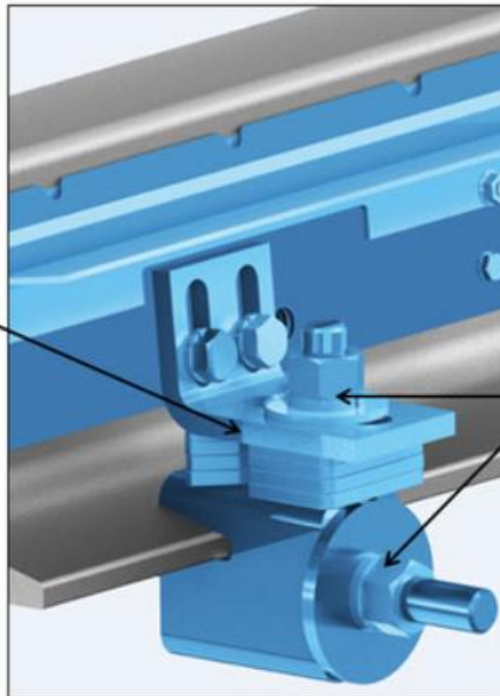
High pressure fine release holes for self cleaning. Small holes for limited lubrication release to reduce waste.



1.1.1.3.2 The application mechanism should be height adjustable so that the gauge face bar may be place as high as desired. This can be used to increase the carrying on longer curves. PRASA requires the use of non-standard bolts, nuts socket, etc. to limit the risk of vandalism. An example of such a system is illustrated below.

Slotted shims for easy height adjustments

Use of non-standard bolts, nuts, etc. to limit the risk of vandalism.



1.1.1.4 **Grease storage**

1.1.1.4.1 The grease/lubrication storage reservoir should have enough capacity to lubricate a curve without needing replenishment for a period of two to three months. The reservoir should have the following properties:

- a) Allow for easy level assessment to check if the lubrication is running empty and at what level.
- b) Quick coupling connections for easy replenishment of the lubricating fluid.
- c) Equipped with non-return valve to limit contamination of the lubricating fluid
- d) Should not be attached to the rail.
- e) Can easily be buried under the ballast as a vandal deterrent.
- f) Painted grey to blend in with the railway environment (the surrounding ballast). No bright colours will be accepted.
- g) Use non-standard bolts and nuts, the contractor to supply the special extracting tool.
- h) Maintain the thermal stability to ensure consistent viscosity of the lubricating grease.
- i) Brackets, hoses, fasteners, couplers used should be resilient to extended exposure to sunlight, materials used should not deteriorate the longer they are in the sun

1.1.1.5 **Pumping and application mechanism**

1.1.1.5.1 The pumping mechanism should be activated by the mechanical sensing system outlined in section 1.1.1.3.1. The amount of lubricating grease pumped out should be adjustable. The pump should have some of the following characteristics:

- a) Ensure a constant grease output per activation,
- b) Adjustable to ensure the desired pressure,
- c) Ability to bleed air locks from the system,
- d) Equipped with non-return valves,
- e) low chemical corrosiveness,
- f) high anti-wear characteristics,
- g) low tendency to cavitate,
- h) total water rejection,
- i) constant viscosity, regardless of temperature,
- j) hydrolytic and thermal stability to ensure constant viscosity.

1.1.1.6 **Lubricating Grease properties**

1.1.1.6.1 The lubricating grease should have the following properties:

- a) >90% biodegradable
- b) Form vertical beads on the gauge face for easy pick up by wheel flange.
- c) Forms a protective lubrication coat for the rail gauge face and the wheel flange.
- d) Not spill on the top of rails, thereby limiting wheel braking friction
- e) Ability to operate between -20 to 70 degrees Celsius.
- f) Maintain consistent viscosity.
- g) Lubrication carry distance required is greater than 3km.
- h) Grease colour must be visible.
- i) The working penetration at 25 degrees Celsius must be 310-340mm.
- j) Structure of the grease must be smooth.

1.1.1.7 **Leakage free**

The system should be free of splatter and scatter of lubricating grease. The only lubricating grease allowed to spill on the ground is the lubrication that is carried along the rail by the wheel flange. PRASA expects the proposed system to have effective sealing systems to prevent contamination of the lubricating grease and to prevent waste and loss due to a leaking system.

1.1.1.8 **Vandal Proofing**

- 1.1.1.8.1 Vandalism is a reality for PRASA. Therefore, any proposed system has to take that into consideration. PRASA seeks to procure systems that will remain intact to improve the performance of its track and for the safety of its commuters. Therefore, in proposing the suitable rail lubrication system for PRASA. Vandal proofing solutions for such systems also need to be proposed.

1.1.1.9 **First line maintenance**

- 1.1.1.9.1 First line maintenance must be provided to 4-6 regional personnel on the following:
- a) Operation of the system
 - b) Installation of the system
 - c) Maintenance of the system
 - d) Fault finding and list of spare parts.

1.1.2 **QUALITY**

- 1.1.2.1 The Contractor is to ensure that the quality of the rail lubricators and components must comply with these specifications.

- 1.1.2.2 The contractor must together with their document submit a letter of certification either from PRASA or Transnet Freight Rail for the approval of their product within the rail industry

1.1.3 COMPLIANCE TO TECHNICAL SPECIFICATION REQUIREMENTS

- 1.1.3.1 Suppliers are required to respond with supporting documents and proposal of their rail lubrication system. All drawings, data sheets and lab test results must be submitted for evaluation. This will assist PRASA representatives in selecting the best proposal for PRASA's rail lubricating system. Failure to submit the relevant documents will be considered non-responsive. All test results provided must come from a SANAS accredited lab.
- 1.1.3.2 PRASA reserves the right to request the lubricating grease for testing and approval. This will be the case for lubricating greases that have never been used in the railway industry.
- 1.1.3.3 For the end user to evaluate your system the following needs to be provided:
- a) Detailed datasheets of the biodegradable grease
 - b) Lab test results of the grease indicating the impact on the environment & how it degrades
 - c) Detailed mechanism of the wayside lubricating system. As stated in the scope of work, the system must be fully mechanical.
 - d) Details of how vandalism will be addressed
 - e) Details on test results of how long the grease carries
- 1.1.3.4 All that is stated in the scope of work should have the relevant documentation that makes it clear that the bidding suppliers meet the set requirements for the correct product. Supplier responses that do not have the required data sheets will be considered non-responsive.

1.2 PRICES

Prices quoted must be in South African currency and fixed for the duration of the contract inclusive of transport to the point of delivery at PRASA Gauteng Region Rebecca material store in Pretoria inclusive of off -loading.

1.3 NEGOTIATION

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

1.4 INCREASE OR DECREASE IN COSTS

- 1.4.1 This is an as and when required basis contract, and no contract price adjustment 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.

1.4.2 Price shall be firm for the duration of contract.

1.5 EXCHANGE RATE

The contract price payable to the Contractor will not 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.

1.6 PLACING OF ORDERS AND DELIVERY OF GOODS

1.6.1 The Parties shall meet monthly for the purposes of-

1.6.1.1 Planning

1.6.1.2 Placing of orders and delivery of goods.

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

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

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

1.6.3 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.

1.6.4 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.

1.6.5 Orders shall be placed as follows:

1.6.5.1 Orders will be placed at the Supplier.

1.6.5.2 The Supplier will check the required goods, based on projections, the lead times, expected delivery date and place of delivery and adjust, if necessary and notify the Project Manager of the adjustment.

1.6.5.3 The Supplier shall confirm the order with the Project Manager.

1.6.5.4 The Supplier shall issue an order confirmation, to be handed to the Project Manager, which order confirmation shall be fixed.

1.7 ACCEPTANCE OF GOODS

1.7.1 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.

1.7.2 The Project Manager shall inform the Supplier in writing within a reasonable period from date of receipt of the goods if the goods are found to be defective or not strictly in accordance with specifications.

1.7.3 The Supplier shall upon handing over the goods to a cartage agent to transport the goods to the PRASA's sites or transport the goods themselves (based on the applicable incoterms), issue a certificate confirming that quantities correspond to the accompanying waybills.

1.8 QUALITY ASSURANCE

1.8.1 The manufacturer/supplier shall be ISO9001 accredited and shall make available its quality plan for the manufacture of all components. These quality plans will be audited by PRASA/Metrorail every six months.

1.8.2 The Supplier shall keep quality assurance records for a period of at least 36 (thirty-six) 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.

1.9 SUPPLIER'S WARRANTY FOR GOODS

1.9.1 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.

1.9.2 If within 18 (eighteen) months after delivery of the goods, or 12 (twelve) 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.

1.10 PERFORMANCE LEVELS

1.10.1 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.

1.10.2 When goods are delivered late, early delivered, on time but not in accordance with specification it will be regarded as non-performance. Delivery is deemed to be early if it arrives at the destination more 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.

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

Item No.	Description	Anticipated delivery lead time
1	Lubricators	3 months

Figure 8: Planned project delivery lead time

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

1.11 OTHER SPECIFIC PERFORMANCE REQUIREMENTS

1.11.1 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,

1.11.2 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.

1.11.3 Unless otherwise stated, all containers (including packing cases, boxes, pallets, tins drums and wrappings) supplied by the Supplier shall be considered as non-returnable, and their cost having been included in the price of the Goods.

1.11.4 The Supplier shall clearly mark the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the PRASA's order and include a packing note stating the contents thereof.

1.11.5 On dispatch of each consignment, 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 dispatch.

- 1.11.6 Send to PRASA a detailed priced invoice as soon as is reasonably practical after dispatch of the Goods, and state on all communications in the relevant order number and code number (if any).
- 1.11.7 Goods shall be delivered on working days, between working hours of 08:00 am to 15:00 pm to Rebecca material store, Rebecca Street, Pretoria.
- 1.11.8 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.
- 1.11.9 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.
- 1.11.10 All Goods supplied shall be always the subject of the Project Manager's inspection and test before, during or after manufacturing. 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.
- 1.11.11 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.
- 1.11.12 The Supplier warrants that the goods will remain free from defects for a period of three years (unless otherwise stated in the Contract Data) from acceptance of the Goods by the Project Manager.

1.12 PAYMENT CERTIFICATE

- 1.12.1 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.
- 1.12.2 The Supplier shall then submit a VAT invoice and attach the above Progress Certificate for payment by the Employer.
- 1.12.3 Supplier to provide the Employer with the necessary details regarding banking details to enable the Employer to make electronic payments.

1.13 PRICING OF THE WORKS

- 1.13.1 The contractor is required to provide firm prices/ rates for material and labor for the duration of the contract.
- 1.13.2 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.

1.14 PENALTIES

- 1.14.1 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.
- 1.14.2 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,
- 1.14.3 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 1.14.1

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:

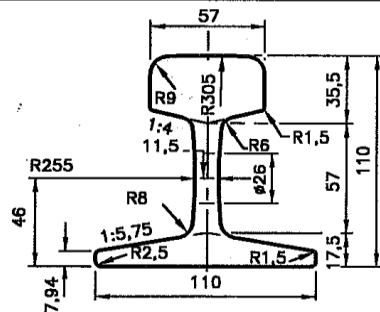
SANS 3000-1 to 2,	Railway Safety Management
SABS 1200NB	Railway Sidings (Track work)
EN13674-1	Specification for new Railway Rails or the latest equivalent standard
UIC 860-0, UIC 8610-1	UIC Codes or the latest equivalent standard
EN13848	Railway applications – Track geometry quality standard
EN 13481- Part 1	Performance requirements for fastening systems
EN ISO 6506-1	Brinell hardness test method for rails
CCE 1/57/2	Specification for concrete sleepers to standard dimensions 1065mm gauge track
PWM 2/5	Specification for prestressed concrete sleepers used on 1065mm gauge Railway track
Z1153 Sheets 1 & 2	Drawing for normal rolling and straightness tolerances laid down in the EN13674 Specification for new railway rails
ASTM	American (USA) standards
EN13674	Specification for new Railway Rails
CP1/1	Exothermic welding portions packaging specification
SABS 1431	Grade 300wa for weldable structural steel
E10	General Specifications for Railway Track work (1996)
Track Manual	Manual for Track Maintenance (2000)
Track Manual	Manual for Track Welding (2007)

2.1 LIST OF ANNEXURES/SHEETS AND APPENDIX

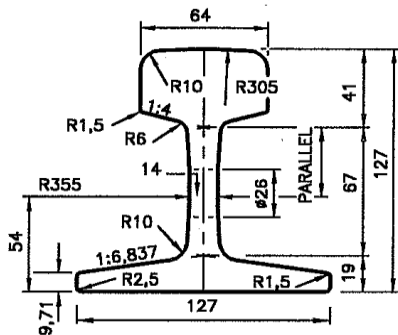
Annexure/Appendix	Document Name Reference
Rail profiles	Manual for Track Maintenance (2000)
Turnout drawings	Manual for Track Maintenance (2000)
Alumino -Thermic Welding Tests Appendix A	Manual for Track Welding (2007)
Drawings Z1153 Sheets 1 & 2	Manual for Track Welding (2007)

ANNEXURE 14
SHEET 1 of 4
AMENDMENT

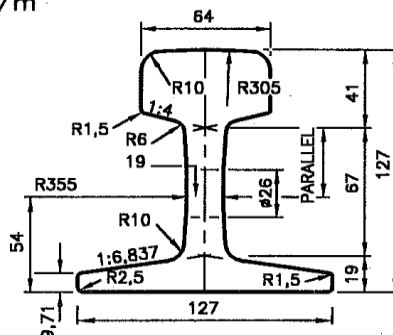
RAIL PROFILES



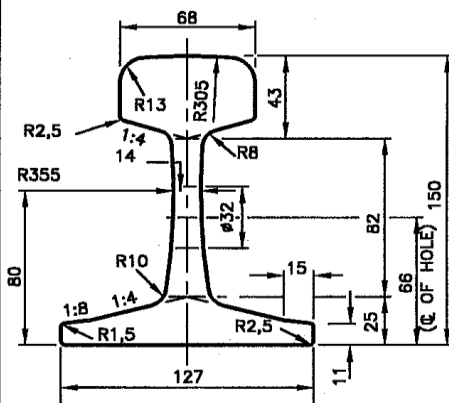
30kg/m



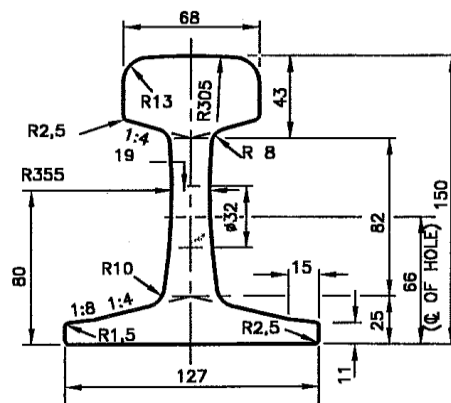
40kg/m



43kg/m
(HARBOUR AREAS)



48kg/m



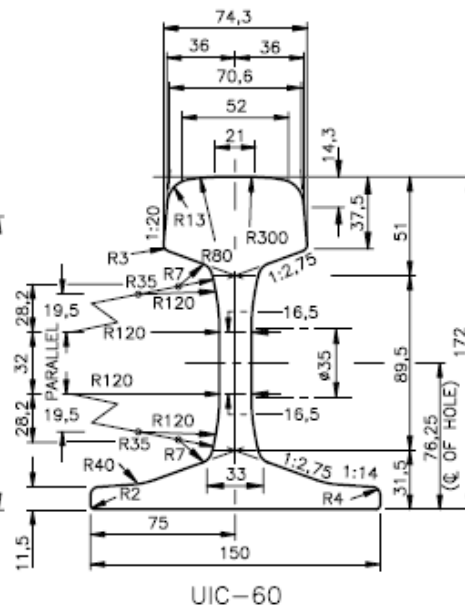
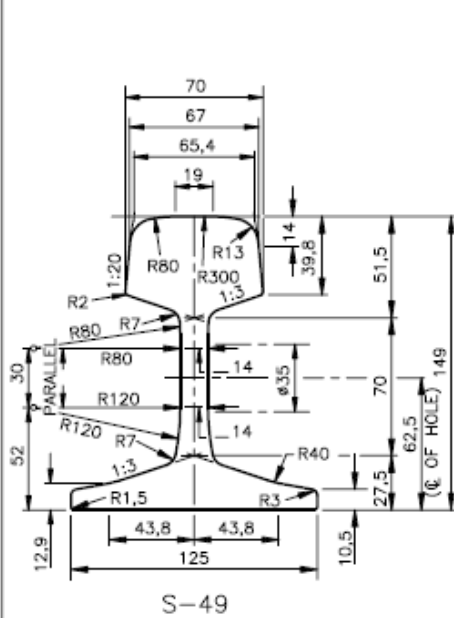
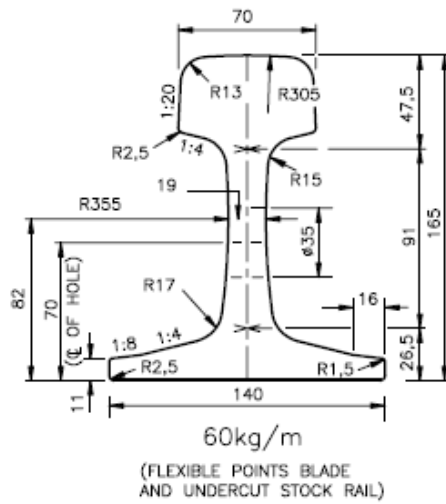
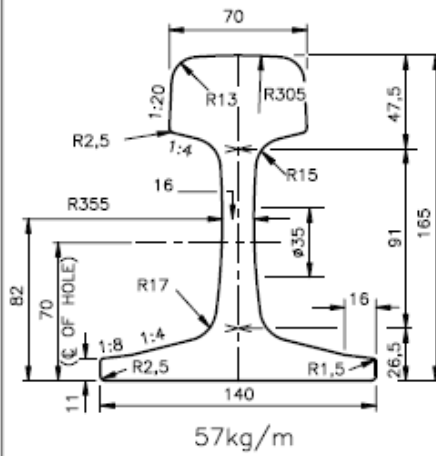
51kg/m
(FLEXIBLE POINTS BLADE
AND UNDERCUT STOCK RAIL)

REMARKS:

1. FOR PROPERTIES SEE ANNEXURE 14 SHT 4.

ANNEXURE 14
SHEET 2 of 4
AMENDMENT

RAIL PROFILES



REMARKS:

1. FOR PROPERTIES SEE ANNEXURE 14 SHT 4.

3. IS THIS A CIDB RELATED PROJECT? (YES / NO)

No

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

Class of Work: N/A

Minimum Grade: N/A

4. PROJECT SPECIFIC TERMS AND CONDITION

4.1 INCREASE OR DECREASE IN COSTS

4.1.1 This is as and when required basis contract, and no contract price adjustment 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.

4.1.2 Price shall be firm for the duration of contract.

4.2 EXCHANGE RATE

The contract price payable to the Contractor will not 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.

4.3 ACCEPTANCE OF GOODS

4.3.1 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.

4.3.2 The Project Manager shall inform the Supplier in writing within a reasonable period from date of receipt of the goods if the goods are found to be defective or not strictly in accordance with specifications.

4.3.3 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.

4.4 QUALITY ASSURANCE

4.4.1 The manufacturer/supplier shall be ISO9001 accredited and shall make available its quality plan for the manufacture of all components. These quality plans will be audited by PRASA/Metrorail every six months.

4.4.2 The Supplier shall keep quality assurance records for a period of at least 36 (thirty-six) 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.

4.5 SUPPLIER'S WARRANTY FOR GOODS

4.5.1 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 it shall adhere to the delivery times as stipulated in the specifications.

4.5.2 If within 18 (eighteen) months after delivery of the goods, or 12 (twelve) 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.

4.6 PERFORMANCE LEVELS

4.6.1 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.

4.6.2 When goods are delivered late, early delivered, on time but not in accordance with specification it will be regarded as non-performance. Delivery is deemed to be early if it arrives at the destination more 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.

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

Item No.	Description	Anticipated delivery lead time
1	Lubricators	3 months

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

5. PROJECT SPECIFIC SAFETY RELATED REGULATIONS

5.1 The contractor shall comply with requirements of safety legislations and regulations in all respects.

5.2 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

5.3 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.

5.4 The contractor shall be responsible for all protective clothing and equipment for his or her employees.

5.5 All work shall always comply with the SPK7/2 Specification attached hereto.

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

5.7 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.

REQUEST FOR QUOTATION (RFQ) FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF TRACK MOUNTED RAIL AND FLANGE LUBRICATORS IN THE GAUTENG REGION ON AN “AS AND WHEN REQUIRED BASIS” FOR A PERIOD OF 12 MONTHS.



Name of the Bidder:

RFQ Number:

COMPLIANCE SPECIFICATION SHEET

No.	APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF TRACK MOUNTED RAIL AND FLANGE LUBRICATORS IN THE GAUTENG REGION ON AN “AS AND WHEN REQUIRED BASIS” FOR A PERIOD OF 12 MONTHS.	Bidder’s Compliance Response: (Yes/No)
1.	Mounted rail and flange lubricators in the Gauteng region on an “as and when required basis” for a period of 12 months.	
1.1	Scope of Work Required	
1.2	Quality	
1.3	Prices	
1.4	Negotiation	
1.5	Increase and decrease in costs	
1.6	Exchange Rate	
1.7	Placing of orders and delivery of goods	
1.8	Acceptance of goods	
1.9	Quality assurance	
1.10	Supplier warranty of goods	
1.11	Performance levels	
1.12	Other specific performance requirements	
1.13	Payment Certificates	
1.14	Pricing of the works	
1.15	Penalties	
1.16	Technical Specifications related to the project	
1.17	Project Specific Terms and Conditions	
1.18	Pricing Schedule	

SIGNATURE _____

SIGNED at _____ on this _____ day of _____ 2024.

Name: _____ Designation _____

SECTION 10
BOQ/ PRICING SCHEDULE

Item No.	Description	Unit	Qty	Rate Exc. VAT	Amount Inc VAT
6.	RAIL LUBRICATORS				
6.1.	Rail lubricators complete (with polyurethane back plate and vandal proof)	EA	1		
6.2.	Check rail curve applicator bracket	EA	1		
TOTAL INCLUDING VAT					

Prices to remain fixed for the duration of contract.