



## REQUEST FOR QUOTATION (RFQ)

RFQ Number	2040/04/2022/RFQ/WHEELS (BRAAMFONTEIN)
RFQ Scope	RENDER SERVICES FOR REFURBISHMENT AND RENEW OF 5M2A OIL SLEEVE WHEELS SETS HEAVY REFURBISHMENT AND RENEW WORKS ROLLING STOCK BRAAMFONTEIN DEPOT
Issue Date	TUESDAY 26 APRIL 2022
SITE MEETING	N/A
Closing Date for submission of bids	FRIDAY 06 APRIL 2022 @12:00am hours
Inquiries (all inquiries should be in writing)	<a href="mailto:SDuPlessis@prasa.com">SDuPlessis@prasa.com</a> Telephone (011) 013 -1644

A quotation(s) MAY be deposited in the tender Box, located at Umjantshi House Reception Area floor lift foyer by 06<sup>th</sup> April 2022 at 12:00 (NO LATE QUOTATIONS WILL BE ACCEPTED) ONLY - hand delivery quotations will be accepted (a register will be completed upon delivery).

Quotation(s) must be addressed to PRASA-RAIL SCM HEAD OFFICE before the closing date and time shown above, and must be enclosed in a sealed envelope which must have inscribed on the outside of the envelope.

The stipulated minimum threshold percentages for local production and content for the different classes of Rail Rolling stocks are as follows:

Class of Rail Rolling Stock	Local Content Threshold
Electric Multiple Units (EMU)	65%

To ensure that local production and content is discharged on manufacturing activities, the following components which have been designated have been included in this bid invitation:

Component / Activity	% Local Content 3 – 5 years	% Local Content 6 years and above
Braking system	70%	80%
Alternators	90%	100%
Electric systems	80%	90%
Traction motors	65%	80%

# SECTION 1:

## SBD1

### PART A INVITATION TO BID

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

BID NUMBER:	2040/04/2022/RFQ/WHEELS (BRAAMFONTEIN)	CLOSING DATE:	06 May 2022	CLOSING TIME:	12:00 am
DESCRIPTION	RENDER SERVICES FOR REFURBISHMENT AND RENEW OF 5M2A OIL SLEEVE WHEELS SETS HEAVY REFURBISHMENT AND RENEW WORKS ROLLING STOCK BRAAMFONTEIN DEPOT				

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS):  
**PRASA UMJANSTHI HOUSE (opp, Gautrain Park Station)**  
**PRASA SCM, 12<sup>th</sup> FLOOR**  
**30 WOLMARANS STREET**  
**BRAAMFONTEIN**  
**JOHANNESBURG, 2001**

#### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	
TELEPHONE NUMBER	
E-MAIL ADDRESS	

#### 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.....
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	

2040/04/2022/RFQ/WHEELS (BRAAMFONTEIN)

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

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]
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**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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.5. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

## 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](http://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. PREQUALIFICATION / ELIGIBILITY CRITERIA

- 2.1 Only those Respondents who satisfy the following pre-qualification or eligibility criteria are eligible to submit quotations as per section 3.

#### 3. 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.

#### 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 VAT.

#### 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;
- Disqualify Quotations submitted after the stated submission deadline;
- Not necessarily accept the lowest priced Quotation or an alternative bid;
- Bids lodged at the incorrect venue that reach the correct venue late will be regarded as late.
- Place an order in connection with this Quotation at any time after the RFQ's closing date;

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**

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

## **10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE**

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. PRASA is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

## **11 PROTECTION OF PERSONAL DATA**

In responding to this bid, PRASA acknowledges that it may obtain and have access to personal data of the Respondents. PRASA agrees that it shall only process the information disclosed by Respondents in their

response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law.

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

## 12 EVALUATION METHODOLOGY

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

## 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 Business 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 adjudication body has approved the process and award of the business to the successful respondent(s), the validity of the successful respondent(s)' response will be deemed to remain valid until a final contract has been concluded.

## 15 DISCLOSURE OF PRICES QUOTED

Respondents are to note that, on 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 CIDB website for construction related RFQ's.

## 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:

## **17 Mandatory Returnable Documents**

Failure to provide all these 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 these Documents are returned with their Quotations.



## SECTION 3

### 1 EVALUATION CRITERIA:

**Stage1A, B, C & D:** Adherence to Compliance checklist and Technical Mandatory

**Stage 1A:** Compliance Checklist Requirements for all Services/Goods and works

#### Stage 1A: Submission of mandatory documents:

Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. Bidders who fail to comply with all the mandatory requirements will be disqualified.

No.	Description of requirement	
a)	Price Schedule / Pricing form	
b)	Completion of ALL RFQ declarations	
c)	Declaration document for local content and production SBD 6.2 completed, duly signed and submitted.	
d)	Annexure C, D & E – Local Content Declaration – Summary Schedule completed, duly signed and submitted	
e)	Joint Venture / Consortium agreement / Trust Deed (if applicable)	

#### Stage 1B: Submission of non-mandatory documents

Bidders must comply with the requirements and submit all required document(s) indicated hereunder with the bid documents at the closing date and time of bid. Bidders who fail to comply with all the mandatory criteria may result in being disqualified.

a)	CSD report / CSD reference number in case of a Joint Venture, each party must provide proof of registration with CSD.	
b)	Valid Tax Clearance Certificate or SARS Issued Pin. Bidders must ensure that their tax matters are in order in line with the Treasury Regulations. It is therefore a condition of this bid that the tax matters of the bidder be in order at the time of award. Failure of the bidder for not complying with their tax matters at the time of award will result in the bidder being disqualified.	
c)	Letter of Good Standing: COID	

#### Submission of BBB-EE certificate / Affidavits

Valid BBBEE Certificate from a SANAS accredited rating agency (Original or Certified) or affidavit signed by the Commissioner of Oath must be submitted. A Joint Venture will qualify for the B-BBEE status level as a legal entity, provided that the legal entity submits their B-BBEE status level certificate. Failure on the part of the bidder to comply with the above at the closing date and time of the bid will not be disqualified but be deemed that preference points for B-BBEE status level of contribution are not claimed and will therefore be allocated zero (0) points.

### Stage 1C: Technical/ Functional Evaluation Criteria Summary:

Qualifying bidders shall be evaluated on technicality / functionality after meeting all compliance requirements outlined in stage 1A and 1B above. The minimum threshold for the technical/functionality requirements is 70%. Bidders who score below the minimum requirement shall not be considered for further evaluation in stage 3. Summary of the technical/functional requirements are presented in the table:

	Criteria	Weight
a)	Company Experience in the Refurbishment & Renew Wheels of 4 years in the: South African Rolling Stock Maintenance Industry Proof must be submitted in form of Portfolio of Evidence: <ol style="list-style-type: none"> <li>1. Technical Accreditation from said organization = 10 points</li> <li>2. PO or Service Contract of previous work conducted = 10 points</li> <li>3. Letter of Completion = 10 points</li> </ol>	30
c)	Combined total Wheels refurbishment & renew rand value exposure for the wheels orders in the last 3 years <ol style="list-style-type: none"> <li>1. R 2 million or less = 5 points</li> <li>2. R 2,1 million to R 3 million = 10 points</li> <li>3. R3,1 and above = 20 points</li> </ol>	20
d)	Experience and Qualification of Key Staff CV & Certificates <ol style="list-style-type: none"> <li>1. Turners &amp; Machinist * 5 off (minimum)= 5 points</li> <li>2. Coded Welders * 3 off (minimum) = 5 points</li> <li>3. Senior Technical Trade Hands* 2 off (minimum) = 5 points</li> <li>4. Technical Trade Hands * 3 off (minimum)= 5 points</li> <li>5. Organogram of the entire company (signed copy) = 5 points</li> <li>6. Approved Safety File = 5 points</li> </ol>	30
e)	Quality Standards <ol style="list-style-type: none"> <li>1. ISO 9001 Accredited Certificates = 10 points</li> <li>2. Quality Management System policy or plan = 5 points</li> <li>3. Workshop Layout, that shows all machinery &amp; equipment as per SOW= 5 points</li> </ol>	20
	<b>TOTAL</b>	<b>100</b>

**Stage 1D: The following conditions listed in the table below will form part of the Standard Service Contracts & Engineering Service Refurbishment SLA incorporated with bidder/s.**

No.	Description of requirement	
a)	PRASA approved specification and drawings to be always utilized	
b)	<b>Commissioning and or test certificate and quality inspection certificates and calibration certificated must be submitted on delivery and through the Refurbishment &amp; Renew Program</b>	
c)	Certificate of compliance, test reports and guarantee of sub-components/system should be submitted on delivery.	
d)	Should the critical components have an NCR the supplier shall repair and return to service within 10 working days.	
e)	Incoming inspection as defined by PRASA Warehousing procedure should always be adhered to.	

## DISCLAIMER

Please note that Prasa reserve the rights to;

- Issuance of this RFQ by PRASA or receipt of quotation as a result thereof, shall not be interpreted as guarantee and/or commitment to any course of action.
- Modify the RFQ's goods / service(s) and request Respondents to re-bid on any changes.
- Reject all quotations submitted after 12H00 on the submission date as stipulated herein.
- Quotation with the lowest priced shall not be interpreted as a guarantee for an award.
- Reject bids lodged at incorrect venue as they will be regarded as late and shall not be considered for evaluation and award.
- To effect a non-award for any given RFQ.
- At any stage after award cancel and nullify the contract and/or agreement that was awarded based 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 award to the highest scoring bidder/s unless objective criteria justify the award to another Respondent.
- Prasa may considered the next preferred bidder should the appointed service provider fail to sign or commence with the contract within a reasonable or the agreed time. Award of the next bidder will be based solely on condition that the goods or service is provided at the quoted price.

## 2.1 Stage 2 - Price and B-BBEE

Evaluation criteria	Weighting
BBBEE	20
Price	80
<b>TOTAL</b>	<b>100</b>

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

Where:

$P_s$  = Score for the Bid under consideration

$P_t$  = Price of Bid under consideration

$P_{min}$  = Price of lowest acceptable Bid

### Evaluation of Preference

Evaluation and final weighted scoring

- a) Broad-Based Black Economic Empowerment criteria [weighted score 20 points] Preference Points will be awarded to a bidder for attaining the B-BBEE status level contribution in accordance with the table indicated table indicated below:

BBEE Status Level of contributor	Number of points 80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

## SECTION 4

### 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.

#### Local Content Obligations

Respondents are to note that the Local Content commitments made by the successful Respondent(s) will be incorporated as a term of the contract and monitored for compliance. Should the successful Respondent fail to meet its Local obligations, non-compliance penalties shall be applicable. Breach of Local Content obligations also provide PRASA cause to terminate the contract in certain cases where material non-compliance with Local Content requirements are not achieved.

#### 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 Supplier may not assign or subcontract any part of this order/contract without the written consent of PRASA.

### **Termination**

PRASA may terminate the order/contract at any time (without prejudice to any right of action or remedy which has accrued or thereafter accrues to PRASA):

If the Supplier defaults in due performance of the order/contract, or if the Supplier becomes bankrupt or otherwise is, in the opinion of PRASA, in such financial circumstances as to prejudice the proper performance of the order/contract, or for any other reason in which case the Supplier will be compensated for all costs incurred.

### **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 5

### BIDDER'S DISCLOSURE

SBD4

#### 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 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 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:

.....  
.....

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<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.



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:

.....  
.....

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.

.....  
SIGNATURE

.....  
DATE

.....  
POSITION

.....  
NAME OF BIDDER

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<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

## SECTION 6

### COMMISSIONER OF OATH

*I certify that the above has acknowledged that he/she knows and understands the contents of this document, that he/she does not have any objection to taking the oath, and that he/she considers it to be binding on his/her conscience, and which was sworn to and signed before me at \_\_\_\_\_ on this the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, and that the administering oath complied with the regulations contained in Government Gazette No. R 1258 of 21 July 1972, as amended.*

\_\_\_\_\_ (Sign – SERVICE PROVIDER)

\_\_\_\_\_ (Name – SERVICE PROVIDER)

#### COMMISSIONER OF OATHS STAMP AND DETAILS OF PERSON

STAMP :

NAME & SURNAME:

DESIGNATION/RANK :

PERSAL/EMPLOYEE NO:

PLACE/DATE:

## SECTION 7

<b>COMPANY NAME</b>	
<b>BID NUMBER</b>	2040/04/2022/RFQ/WHEELS
<b>SERVICE DESCRIPTION</b>	RENDER SERVICES FOR REFURBISHMENT AND RENEW OF 5M2A OIL SLEEVE WHEEL SETS HEAVY REFURBISHMENT AND RENEW WORKS ROLLING STOCK BRAAMFONTEIN DEPOT

### 1. PRICING AND DELIVERY SCHEDULE:

ITEM	RS DESCRIPTION	QTY	UNIT COST (EXCL VAT)	TOTAL COST (EXCL VAT)	Vat @ 15%	Total Costs including vat @ 15%
01	5M2AR Cannon Box Wheelsets	30				
02	Supply of High Friction Brake Blocks	300				
<b>Total costs</b>						

	<b>COMPANY NAME:</b>			
		<b>A: Standard Work (Strip &amp; Quote)</b>		
	<b>Item</b>	<b>Description of work required</b>	<b>5M2A</b>	
			<b>Qty</b>	<b>Price (Rands)</b>
	<b>1</b>	<b>Clean Wheel-set for inspection</b>	<b>1 Set</b>	
	<b>2</b>	<b>Inspect, Test, Size and quote (complete wheel-set including canon box where applicable)</b>	<b>1 Set</b>	
	<b>3</b>	<b>Remove &amp; Replace bearings (axle end bearings)</b>	<b>2</b>	
	<b>4</b>	<b>Non Distructive Test Wheel &amp; Axle - M.P.I. Test (axle surfaces &amp; bearing seats) - Ultrasonic Test (Rim areas of wheelset)</b>	<b>1 Set</b>	
	<b>5</b>	<b>Non Distructive Test Gear Wheel - M.P.I. Test</b>	<b>1 Set</b>	
	<b>SUB TOTAL (A) excl vat</b>		<b>R</b>	
		<b>B: Refurbishment Works Required (Labour)</b>		
	<b>Item</b>	<b>Description of work required</b>	<b>5M2A</b>	
			<b>Qty</b>	<b>Price (Rands)</b>
	<b>1</b>	<b>Remove and Replace Tyre (retyre)</b>	<b>2</b>	
	<b>2</b>	<b>Recondition Wheel-Centre</b>	<b>2</b>	
	<b>3</b>	<b>Remove and Replace Solid Wheel</b>	<b>2</b>	
	<b>4</b>	<b>Re-profile Old Tyre/Solid Wheel</b>	<b>2</b>	
	<b>5</b>	<b>Profile New Tyre/Solid Wheel</b>	<b>2</b>	
	<b>6</b>	<b>Remove &amp; Replace Wheel on Gear End(Drive)side</b>	<b>1</b>	
	<b>7</b>	<b>Remove &amp; Replace Wheel on Non Gear End</b>	<b>1</b>	
	<b>8</b>	<b>Convert Solid Wheel To Tyre</b>	<b>2</b>	
	<b>9</b>	<b>Recondition old Axle (Center Portion)</b>	<b>1</b>	
	<b>10</b>	<b>Repair axle center hole (centre bore)</b>	<b>2</b>	
	<b>11</b>	<b>Dalic Plate Axle End (Bearing Seats)</b>	<b>2</b>	
	<b>12</b>	<b>Remove &amp; Replace Resilient Bushes &amp; Pins</b>	<b>10</b>	
	<b>13</b>	<b>Convert Journal type axle to APF including adaptor</b>	<b>1</b>	
	<b>14</b>	<b>Building a Complete New Wheel-set (solid)</b>	<b>1</b>	
	<b>15</b>	<b>Spin Test Wheel-set</b>	<b>1</b>	
	<b>SUB TOTAL (B) excl vat</b>		<b>R</b>	
		<b>C: Renew Sub-components</b>		
	<b>Item</b>	<b>Description of work required</b>	<b>5M2A</b>	
			<b>Qty</b>	<b>Price (Rands)</b>

	1	New tyre bored to size	2	
	2	New gibson ring	2	
	3	New Wheel Resilient Gear	1	
	4	Reprofiled/Reconditioned Resilient Gear	1	
	5	New Axle machined to size	1	
	6	New resilient bushes	10	
	7	New Resilient pins	10	
	8	New axle end bearings	2	
	9	Reconditioned bearings	2	
	10	Remanufactured bearings	2	
	11	New Adaptors (for bearings)	2	
	12	New Resilient Gear Wheel Centre (Spider)	1	
	13	066066701 STUD TAPER SHANK CANNON BOX 5E1 & 5M2A	2	
	14	068047579 Spacer ring 5M2A	1	
	SUB TOTAL (C) EXCL VAT			
	GRAND TOTAL (A+B+C) EXCL VAT			
	GRAND TOTAL (A+B+C) excl vat * 20 QTY		R	
	Vat @ 15 %		R	
	GRAND TOTAL (A+B+C) * 20 QTY including vat @15%		R	