REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: 10342013

REQUEST FOR QUOTATION (RFQ) FOR THE SUPPLY AND DELIVERY OF PERMANENT WAY MAINTENANCE TOOLS IN THE METRORAIL GAUTENG REGION ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF TWELVE (12) MONTHS.

Issue Date:	25 July 2023
Closing Date for Submission of Bids:	02 August 2023 @10H00AM
Contact Person:	Derrick Nkanyana Contact No.: 011 085 7063 Email: derrick.nkanyana@prasa.com

SECTION 1

SBD1

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF PASSENGER RAIL AGENCY (PRASA)					
BID NUMBER:	10342013	CLOSING DATE:	02 August 2023	CLOSING TIME:	10H00AM
DESCRIPTION:	SUPPLY AND DELIVERY OF PERMANENT WAY MAINTENANCE TOOLS IN THE METRORAIL GAUTENG REGION ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF TWELVE (12) MONTHS.				

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

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

PASSENGER RAIL AGENCY OF SOUTH AFRICA

GROUND FLOOR, SHOSHOLOZA JUNCTION

CNR LEYDS AND SIMMONDS

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?	☐Yes ☐No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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

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

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD

NUMBER MUST BE PROVIDED.

2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

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

DATE: ……...

NB:

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

SECTION 2
NOTICE TO BIDDERS

1. RESPONSES TO RFQ

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

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

2 COMMUNICATION

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

3 BIDDERS COMPLAINTS PROCESS

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

3.1.1 Bid/Tender Description

3.1.2 Bid/Tender Reference Number

3.1.3 Closing date of Bid/Tender

3.1.4 Supplier Name;

3.1.5 Supplier Contact details.

3.1.6 The detailed compliant

4 LEGAL COMPLIANCE

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

5 CHANGES TO QUOTATIONS

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

6 PRICING

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

7 BINDING OFFER

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

8 DISCLAIMERS

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

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

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

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

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

9 LEGAL REVIEW

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

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

11 PROTECTION OF PERSONAL DATA

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

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

12 EVALUATION METHODOLOGY

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

EVALUATION CRITERIA	WEIGHTING
Stage 1	**Compliance**
Stage 1A - Mandatory Requirements	
Stage 1B – Other Mandatory Requirements	
Stage 2 - Technical Mandatory Requirements	**Technical/Functionality**
Technical/Functional Requirements	Threshold of 80%
Stage 3	**Price and Specific Goals**
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 of 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).	Completion and acknowledgement of all items on the BOQ	
c).	Joint Venture, Consortium Agreement or Partnering Agreement signed by all parties. The agreement should indicate the leading bidder where applicable. **(IF APPLICABLE)**	
d).	Clause to clause compliance to Specification If the bidders do not comply (to any of the clauses) and return the attached (Annexure 4) compliance specification sheet, it means they do not comply to the specification and the bid will be disqualified.	

Stage 1B – Other Mandatory Requirements

If you do not submit/meet the following mandatory documents/requirements, PRASA may request the bidder to submit the information within five (5) working days. Should this information not be provided, your bid proposal will be disqualified.

Only bidders who comply with stage 1B will be evaluated further.

No.	**Description of requirement**	
a)	Letter of Good Standing: COID.	
b)	Supply of valid SARS Pin	
c)	CSD supplier registration number	

Stage 2 - **Technical / Functionality Requirements**

Qualifying bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirement is 80% as per the standard Evaluation Criteria table presented under the Evaluation Methodology section above. Bidders who score below this minimum requirement (80%) shall not be considered for further evaluation in stage 3.

Details of the technical/functional requirements are presented in the table below.

Item	Criteria	Weight
1	Organizational Experience	60
2	Delivery Methodology	40
	TOTAL	**100**

Technical evaluation criteria

The minimum threshold for the Technical/functionality criteria is **80%** on the below evaluation criteria and bidders who score below this minimum will not be considered for further evaluation in terms of price and Specific Goals.

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
Organizational Experience: Track record 5 of previously executed projects – (Supply and delivery projects), *(N.B. Provide for each successfully similar completed project/s in the following sequence:* *. Letter of Award on a letterhead of the client, signed and dated by an official from the client.* *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.* *. 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.*	60	**Score will be based on successfully executed and completed supply and delivery projects.** 0: No information submitted = 0 Points 1: 1. project = 12 points 2: 2. projects = 24 points 3: 3. projects = 36 points 4: 4. projects = 48 points 5: 5. and above projects = 60 points

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
Delivery Technical Approach/ Methodology *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.* *The Methodology, must cover the following elements:* *a) Defining contingency processes and risk identification,* *b) Work breakdown of activities i.e., sequence of loading and offloading of material.* *c) Pre-handover quality inspection,* *d) Quality assurance,* *e) Contingency storage process,* *f) Hand tools for handling material,* *g) Transportation* *h) Post quality inspection at the designated delivery points.*	40	**The points for the project approach and methodology will be allocated as follows:** 0: No approach and methodology provided/Non-compliance = 0 points 1. Methodology detailing less than 2 elements in line with the scope of work = 8 points 2. Methodology detailing 3 - 4 elements in line with the scope of work = 16 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 8 and more elements in line with the scope of work = 40 points
Total	**100**	

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

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

Where,

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

***NOTE TO TENDERERS: The tenderer must indicate how they claim points for each preference point system.*)**

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

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

2

SECTION 7

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

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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

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where,

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right)$$

Where,

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = 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 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	Evidence (Returnables to prove the specific goals)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Women Owned	Certified copy of ID Documents of the owners	4	
Black Youth Owned	Certified copy of ID Documents of the owners	4	
EME or QSE 51% Black Owned	Audited Annual Financial/ B-BBEE Certificate / Affidavit	4	
Owned by black persons with disabilities	Certified copy of ID Documents of the Owners and Doctor's note confirming the disability	4	
Black people living in rural areas	Municipal/ESKOM bill or letter from Induna/chief confirming residential address not older than 3 months	4	

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 BRIEFING (NOT APPLICABLE)

Request number:	10342013
Request for Proposal:	SUPPLY AND DELIVERY OF PERMANENT WAY MAINTENANCE TOOLS IN THE METRORAIL GAUTENG REGION ON AN "AS AND WHEN" REQUIRED BASIS FOR A PERIOD OF TWELVE (12) MONTHS.

Attendance

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

THUS, DONE and SIGNED at _____N/A_____ on this _____ day of _____

_____ _____

for / on behalf of PRASA Designation

Acknowledgement

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

THUS, DONE and SIGNED at _____N/A_____

on this _____ day of _____

DULY AUTHORISED SIGNATORY(IES) WITNESSES

1. _____ **1.** _____

2. _____ **2.** _____

3. _____ **3.** _____

SECTION 9

SPECIFICATION/SCOPE OF WORK

1.SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED

This section will cover the technical capabilities, constraints, and other specific performance required of the product or services to accomplish the supply and delivery of Permanent way maintenance tools.

1.1. TECHNICAL SPECIFICATION

1.1.1. NATURE OF WORK

This The work entails the Supply and delivery of Permanent way maintenance tools in the Gauteng Region on an “as and when” required basis for a period of twelve (12) months This is to assist the department to carry out routine maintenance which will ensure the track stays in a standard conditions and defects are minimized which will improve safe passage of trains and mitigate potential incidents and train delays. The Permanent way maintenance tools shall be classified as follows:

A) SIGNALLING FLAG

B) LED SIGNALLING LANTERN

C) WHISTLE

D) LIGHTWEIGHT PUSH TROLLEY

E) TWO WHEEL RAIL TRANSPORTERS

F) RAIL CARRYING ROLLER

G) TRACK GAUGE

H) MAGNETIC OUTDOOR DIGITAL THERMOMETER

I) MEASURING WHEEL

J) RAILWEAR MEASURING DEVICE

K) FOLDING WOODEN RULER

L) NON-CONDUCTIVE MEASURING TAPE

M) BALLAST FORK

N) HYDRAULIC RAIL BENDER

O) HYDRAULIC TRACK JACK

P) SLEDGEHAMMER

Q) ROUND NOUSE SHOVEL

R) PICKS

S) PICK HANDLE

T) ADJUSTABLE WRENCH

U) PLIERS

V) WORKING FLOOD LIGHTS

W) TRACK SQUARE

X) SLASHER

Y) RAIL TONG

Z) SLEEPER TONG

1.1.2. SPECIFICATIONS AND SAMPLES:

1.1.2.1. Signalling flags

- Standard description:

- Rail signalling flags, with buttonhole for inserting the wooden handle and two tapes for assuring them during work, including wooden handle of 90cm (length). Red banner with buttonhole on both ends for inserting rods, including 90cm (length) rods for fixing the red banner to ground.



1.1.2.2. LED signalling lanterns

- Standard description:

- Signalling lantern with white light with sliding red and green filters and sliding ON/OFF Morse button. In the back it is equipped with a convenient pedestal to be able to support it vertically over flat surfaces. The reduced size and weight makes it easily transportable and requires small storage space.



1.1.2.3. Whistles



- Standard description:
- Metal whistle used by railway personnel, with a a string/chain, it emits a sharp trill, audible even at great distance.

1.1.2.4. Lightweight push trolley



- Standard description:
- Light metal constructed push trolley designed for transporting railway materials on track. It has a corrugated anti-slip platform which makes the equipment strong and lightweight. On the platform there are some attacks to connect more trolleys by means of a tow bar, the trolley has steel wheels, keyed on roller bearings and a special plastic bushing. Rail to rail insulation and easy to use parking brake.

- Technical data:
  - Capacity – 2000 daN[kg]
  - Weight – 145 kg
  - Dimensions (L x W x H) – 1890 x 1230 x 890 mm
  - Gauge – 1065 mm

1.1.2.5. Two-wheel rail transporter



- Standard description:
- It’s a railway equipment used for transporting and handling all types of rails and has two wheels with a comfortable and simple parking brake.
- Technical data:
  - Capacity – 15000 daN[kg]
  - Weight – +/-270 kg
  - Track gauge – 1065 mm

1.1.2.6. Rail carrying roller

- Standard description:

- Robust steel design roller used for moving and carrying long welded rails and supports different rail foot widths and base body internal dimensions, it has a maintenance free ball bearing.



- Technical data:
  - Max. load – 0,7 t
  - Inside roller dimensions – 170 mm
  - Dimensions (L x W x H) – 260 x 130 x 120 mm
  - Total weight – ~ 7,3 kg

1.1.2.7. Track gauge

- Standard description:

- Anodised aluminium channel section protects all sensitive parts. Sturdy and light weight track plus turnout tool that allows a quick reading of track gauge and cant on protected graduated rules. The track gauge allows measurements to be taken in grooves, guide rails dimensions from check rail to crossings and from check rail to check rail. Transporting case for ease of transport.



- Technical data:

- Gauge – -10 mm to +65 mm, 1055mm to 1130 mm
- Super elevation (cant) – +/- 195 mm
- Reading accuracy – 1 division = 1mm
- Mass – 2.4 kg

1.1.2.8. Magnetic outdoor digital thermometer

- Standard description:

- It must be able to measure the exact temperature of the rail and has a sensitive magnetic probe which is complete of



calibration certificate.

- Technical description:
- Weight without probe – 200 g
- Max working detection of probe – 200

1.1.2.9. Measuring wheel

- Standard description:
- Practical and easy to use, it is suitable for rail And road lines. It consists of a foldable aluminium structure with Teflon wheels, an easy to read display with reset, parking brake and comfortable handle. Foldable with a carry bag for ease of storage.



- Technical data:
  - Length – 150 mm
  - Width – 320 mm
  - Height – 460 mm

1.1.2.10. Rail wear measuring device

- Standard description:
- This tool is a rail vertical (0 degrees) and lateral (45 degrees) wear measuring device and it reads the height dimension of the rail parallel to the base of rail on different rail types and lateral wear value at 45 degrees. The device can be easily attached to the rail base surface and fixes itself with six magnets built into its sole part and the side touch is ensured by a stopper. The vertical wear of the rail could be read from the vertical scale and the lateral wear value is shown by the 45 degrees measuring scale as a difference from the theoretical value of the rail type. This device can be used even if there is a guard rail or a flangeway in the point to be measured.



- Technical data:
  - Height value – 130 to 185 mm
  - Side wear value – 0 to 25 mm

- Operational temp – -25 to 90 degrees Celsius
- Dimensions – 295 x 243 x 60
- Weight – 1.5 kg

1.1.2.11. Ballast fork

- Standard description:

- It's a ten-prong fork used for sifting and boxing in of ballast. Forged from carbon steel, hardened and tempered to ensure maximum strength and toughness. Anti-corrosive black and SABS approved.



- Technical data:
  - Height – 72 cm
  - Width – 15 cm
  - Depth – 30 cm
  - Gross weight – 4.4 kg

1.1.2.12. Hydraulic rail bender

- Standard description:

- Device used to bend the rail made of light alloy frame for easier change of position, ergonomic operations in all work positions, universal use due to replaceable rail claws and return of piston by spring force.



- Technical data:

- Maximum compressive force – 550 KN
- Piston travel – 100mm
- Dimensions (L x W x H) – 880 x750 x 240 mm
- Total weight – ~74 kg

1.1.2.13. Hydraulic track jack

- Standard description:

- The hydraulic track jack is specially manufactured for lifting the rail tracks. It has been manufactured



with high quality material, which ensures high performance in all work conditions. It is easy to use and guarantees maximum safety for the operator, the device also consists of an oil tanker.

- Technical data:
- Capacity – 8000 daN[kg]
- Lifting height – 90 mm
- Weight – ~18.5 kg

1.1.2.14. Sledgehammer



- Standard description:
- Sledgehammer is drop forged from quality carbon steel. Heat treated and tempered for maximum strength. Working surfaces are hardened and tempered for durability and safety. Striking surfaces are ground and polished, heads are epoxy coated with anti-corrosive coating on polished surfaces. Polypropylene handle with unbreakable steel core. SABS approved.

- Technical description:
- Weight – 6.3 kg
- Handle length – ~900 mm

1.1.2.15. Round nose shovel



- Standard description:
- It’s a tool used for scooping, manufactured from carbon steel and heat treated for durability. Anti-corrosion treated and SABS approved.

- Technical data:
  - Width – 230 mm
  - Height – 920 mm
  - Weight – 2.5 kg

1.1.2.16. Pick

- Standard description:

- It's used for difficult digging in hard ground, clay and temping of ballast by hand. Forged from carbon steel and tempered point. Anti-corrosive black, SABS approved.



- Technical data:
  - Weight (head only) – 3.5 kg
  - Blade width – 75 mm (Beater end)

1.1.2.17. Pick handle

- Standard description:
  - Polypropylene handle with unbreakable steel core and SABS approved.

- Technical data:
  - Length – 80 mm
  - Width – 60 mm
  - Height – 900 mm
  - Weight – 1.4 kg



1.1.2.18. Adjustable wrench

- Standard description:

- Adjustable wrench is an open-end wrench with a movable jaw, allowing it to be used with different sizes of fastener head. It's made of chrome vanadium steel 31 CrCV3. Swedish pattern jaw set at 15 degrees, manganese phosphate finish, ground head, in accordance with SANS 1211 and DIN 3117.



- Technical data:
  - Size – 600 mm
  - Jaw opening – 0 to 62 mm

1.1.2.19. Pliers

- Standard description:
  - Fencing pliers used for fastening and cutting, made of steel. With a cutting edge at the front of the pliers' concrete nippers are mainly used for twisting and cutting of tie wire. Each cutting edge has been additionally induction hardened in order to further strengthen the cutting ability.



- Technical data:
  - Head size – 300 mm
  - Clamping width – 300 mm
  - Length – 300 mm
  - Weight – 0.8 kg

1.1.2.20. Working flood lights

- Standard description:
  - Double portable generator outside led flood lights and a mounting frame made of aluminium/ steel. Two led flood lights are attached on the mounting frame.



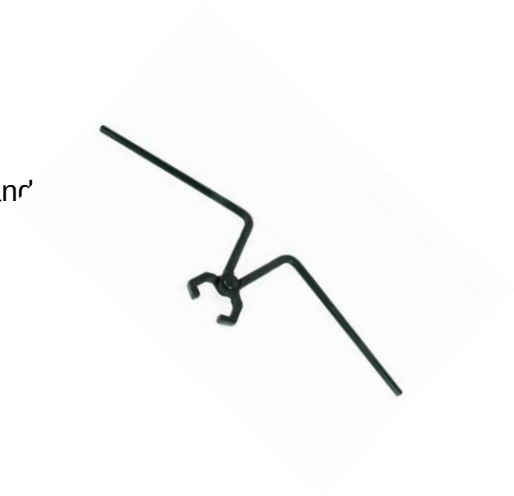
- Technical description:
  - Power – 600W per led light
  - IP rating – IP 66
  - Beam angle – 120 degrees
  - Colour temperature – 6500k
  - Length of mounting frame – 710 mm
  - Width of mounting frame – 580 mm
  - Height of mounting frame – 1890 mm

1.1.2.21. Track Square

- Standard description:
- For aligning sleepers and squaring the rails, it has inner and outer stops, provides insulation from rail to rail.

- Technical data:
  - Dimensions (L x W) – 1700 x 1400 mm

1.1.2.22. Rail Tong



- Standard description:

  - Manual tongs made of drop-forged steel for grabbing and lifting rails. It has ample handles that simplify the work and assure a perfect grab. It has been zinc-coated for increasing quality and durability.

- Weight:

  - 7.5kg

1.1.2.23. Sleeper Tong



- Standard description:
  Manual tongs made of drop-forged steel for grabbing and lifting sleepers. It has ample handles that simplify the work and assure a perfect grab. It has been zinc-coated for increasing quality and durability.

- Weight:

  - 8.0kg

1.1.2.24. Heavy duty Industrial Tri-point blade



- Standard description:
  - For brush cutters and large trimmers

- Technical data:
  - Teeth – 3
  - Length – 255mm
  - Thickness – 3.0mm
  - Hole – 20mm
  - Hole type – Round slotted

1.1.2.25. Heavy duty Industrial Nylon trimmer line

- Standard description:
  - For brush cutters and large trimmers
- Technical data:
  - Thickness – 3.5mm
  - Weight – 2kg



1.1.2.26. Heavy duty Industrial grass Slasher

- Standard description:
  - For grass cutting
- Technical data:
  - Dimensions (L x W) – 40mm x 60mm
  - Weight – 0.49kg



1.1.2.27. Two-way Radios

- Standard description:
  - Heavy-duty two-way repeaters
- Technical data:
  - Range: minimum 5km radius



1.1.2.28. Hammer

- Standard specification:
  Handle: Rubber
- Technical data:
  - Dimensions (L x W x H) – 110mm x 50mm x 300mm
  - Weight – 1.8kg



1.1.2.29. Wooden Sleeper Drill bit 17mm

- Standard description:
  - 17.5mm Railway wooden sleepers drill bit

1.1.2.30. Cold Chisels

- Standard description:
  - Dimensions (L x W) – 300mm x 32mm

Cold chisels with hand grip and guard



1.1.2.31. Paint Brush Set

- Standard description:

5 Piece paint brush set.



1.1.2.32. Jerry Can

- Standard description:

5, 10, 20 litres steel jerry can set.



1.1.2.33. Hard Brooms

- Standard description:

Hard bristle broom.



2.AREA OF OPERATION AND ACCESS OF SITE.

2.1. Permanent way maintenance tools shall be supplied and delivered to Metrorail Perway Depot in Pretoria Gauteng region (Rebecca Depot in Pretoria West).

3.PRODUCT REQUIREMENTS.

3.1. All Permanent way maintenance tools to be supplied must be SABS and ISO compliant and must meet with the technical specification provided.

3.2. All Permanent way maintenance tools to be supplied must have a 24-month warranty, with a 24-month maintenance/repair plan and a lead time to repair of five working days.

4.INFORMATION TO BE SUBMITTED BY THE SUPPLIER

4.1. Details of at least three (3) manufacturers of Permanent way maintenance tools they wish to supply and a broacher before purchasing of this Permanent way maintenance tools.

5.DELIVERY AND PACKAGING

5.1. All Permanent way maintenance tools must be parked and delivered with care and any damage occurred during transit is of the supplier's account and PRASA will not accept any damaged tools or be liable for such.

6.GENERAL

6.1. The supplier is responsible for the safekeeping of all tools in his possession. Any loss of, or damage to tools (while in his possession) will be for the supplier's account.

6.2. It is a requirement of this contract that the supplier supply PRASA with sufficient proof of relevant previous experience of supplying of the Perway maintenance tools listed on this contract before the contract can be awarded.

6.3. The supplier shall supply PRASA with details of at least three (3) manufacturers of tools they wish to supply and a broacher before purchasing this tools. This is to be submitted with the tender document.

6.4. PRASA will verify all the provided references and manufacturers.

6.5. PRASA do reserve the right to verify quality of all supplied tools to see if they conform with the prescribed specifications. Any irregularities will not be accepted by PRASA, who have the right to cancel contract/agreement.

7.PROJECT SPECIFIC SAFETY RELATED REGULATIONS

7.1. All work in this contract shall comply with the Occupational Safety Act No 85 of 1993,

National Environmental management Act 107 of 1997 Act and construction regulation 2014. These items shall all be included in the tendered rates, a copy of the act as well as an approved safety file shall be kept on site for the duration of the project.

8.GUARANTEE

8.1. The supplier will be required to guarantee all the Permanent way maintenance tools to be supplied against all defects attributable to faulty manufacture, workmanship, and quality of materials for a period of 24 month. Tools that fail in service before the expiration of the guarantee period due to such faults shall be replaced free of charge at the initial point of delivery.

9.ACCEPTANCE OF TOOLS AT POINT OF DELIVERY

9.1. All tools supplied must be completely new as per the manufacturer specification and will be tested by the Technical Manager to ensure that they meet with the required technical specifications.

10. PAYMENTS

10.1. The Project Manager or his/her delegated person and the supplier will together assess the quantities and quality of the delivered tools before acceptance of the delivery and therefore Invoices for payment purposes will be accepted for processing.

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

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

10.4. The supplier to provide the Employer with the necessary details regarding banking details to enable the Employer to make electronic payments.

11. BOND AND GUARANTEES

11.1. All machinery to be supplied must have a 24-month warranty, with a 24 months maintenance plan and a lead time to repair of five working days.

11.2. Completion certificate will be given in writing after all contract obligations are met and approved by PRASA Project Manager.

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

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

12. PRICING OF THE WORKS

12.1. The supplier shall supply an item list with prices in South African currency with their tender document and Prices shall be inclusive of transport to the point of delivery inclusive of loading and offloading in Gauteng Province (Rebecca Depot in Pretoria West) and must also be VAT inclusive at an ex-works and in DDP (deliver duty paid) and must be valid until the duration of contract.

12.2. The supplier shall also indicate a minimum order quantity as well as lead time for each item.

12.3. All items to be priced as per the provided bill of quantities.

13. PENALTIES

13.1. If the supplier fails to complete the Services within the time as stipulated in this Contract for completion of Services or a part or portion of Services, the Supplier 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.

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

13.3. PRASA may set off or deduct from the fees due to the supplier any penalty amounts due and owing by the Contractor in terms of clause 5.13.1

14. APPLICABLE SPECIFICATIONS

14.1. 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:

14.1.1. Manual for Track Maintenance (2000).

14.1.2. Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and Applicable Regulations (SHE Specification).

14.1.3. Railway Safety Regulator Act (Act 16 of 2004).

SECTION 10

BOQ/ PRICING SCHEDULE

Item	Description	Unit	Rate	Total
1.	Signalling flag	Each		
2.	LED Signalling lantern	Each		
3.	Whistle	Each		
4.	Lightweight push trolley	Each		
5.	Two-wheel rail transporter	Each		
6.	Rail carrying roller	Each		
7.	Track gauge	Each		
8.	Magnetic outdoor digital thermometer	Each		
9.	Measuring wheel	Each		
10.	Rail wear measuring device	Each		
11.	Folding wooden ruler	Each		
12.	Non-conductive measuring tape	Each		
13.	Ballast fork	Each		
14.	Hydraulic rail bender 48kg/m	Each		
15.	Hydraulic track jack	Each		
16.	Sledgehammer	Each		
17.	Round nose shovel	Each		
18.	Pick	Each		
19.	Pick handle	Each		
20.	Adjustable wrench	Each		
21.	Pliers	Each		
22.	Working flood lights	Each		
23.	Track square	Each		
24.	Slasher	Each		
25.	Rail tong	Each		
26.	Sleeper Tong	Each		
27	Two-way radios	Each		
28	5 Pound Hammer	Each		
29	Cold Chisel	Each		
30	Red Banner	Each		
31	Wooden Sleeper Drill bit (17.5mm)	Each		
32	Hydraulic rail bender 57kg/m	Each		

33	Hard Brooms	Each		
34	Paint Brush (set)	Each/Set		
35	Steel jerry can (5,10,25L)	Each/Set		
			Sub-total (VAT exclusive)	
			VAT @15%	
			TOTAL (VAT Inclusive)	

NOTE: All delivery costs must be included in the bid price, for delivery at the prescribed destinations and prices to remain fixed for the duration of contract.