

## REQUEST FOR QUOTATION (RFQ)

**RFQ NUMBER: 10340169**

**REFURBISHMENT (Repair skidmarks) OF RAILS BY MEANS OF FIELD WELDING AND GRINDING OF RAIL MANUFACTURED CROSSINGS, WHEEL-SPIN BURNS, BATTERED ENDS AND REMOVAL OF ULTRA-SONIC DEFECTS BY MEANS OF EXOTHERMIC WELDING OF RAIL JOINTS (48KG AND 57KG) AND GRINDING OF OVERLAPS ON TURN OUTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS.**

<b>Issue Date:</b>	<b>19 January 2024</b>
<b>Closing Date for Submissions of Bids</b>	<b>30 January 2024 @ 10h00 Cat</b>
<b>Contact person:</b>	<b>Lesiba Molwantwa Tel: 011 085 7067 Email: <a href="mailto:metrorailgtenders2@prasa.com">metrorailgtenders2@prasa.com</a> and <a href="mailto:lesiba.andrew@prasa.com">lesiba.andrew@prasa.com</a></b>

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

## SECTION 1

SBD1

### PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE PASSENGER RAIL AGENCY (PRASA)				
BID NUMBER:	10340169	CLOSING DATE:	30 January 2024	CLOSING TIME
DESCRIPTION	<b>REFURBISHMENT (Repair skidmarks) OF RAILS BY MEANS OF FIELD WELDING AND GRINDING OF RAIL MANUFACTURED CROSSINGS, WHEEL-SPIN BURNS, BATTERED ENDS AND REMOVAL OF ULTRA-SONIC DEFECTS BY MEANS OF EXOTHERMIC WELDING OF RAIL JOINTS (48KG AND 57KG) AND GRINDING OF OVERLAPS ON TURN OUTS ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 24 MONTHS.</b>			
COMPULSORY BRIEFING DATE AND TIME	N/A			
COMPULSORY BRIEFING SITE	N/A			

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

BID RESPONSE DOCUMENTS MUST BE HAND DELIVERED AT (STREET ADDRESS):

PASSENGER RAIL AGENCY OF SOUTH AFRICA

6<sup>TH</sup> FLOOR, SHOSHOLOZA JUNCTION

CNR LEYDS AND SIMMONDS

BRAAMFONTEIN

JOHANNESBURG

### BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Lesiba Molwantwa		
TELEPHONE NUMBER	011 085 7067		
E-MAIL ADDRESS	lesiba.andrew@prasa.com		

### SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE		NUMBER
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE		NUMBER
E-MAIL ADDRESS			

VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA.....
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No <small>[IF YES ENCLOSE PROOF]</small>		2.2 ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No <small>[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</small>	

#### QUESTIONNAIRE TO BIDDING ON FOREIGN SUPPLIERS

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

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

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

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

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

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

#### PART B: TERMS AND CONDITIONS FOR BIDDING

##### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC), AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF THE CONTRACT.

##### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](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 INVALID.**

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

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

DATE: .....

**NB:**

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

## SECTION 2

### NOTICE TO BIDDERS

#### 1. RESPONSES TO RFQ

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

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

#### 2 COMMUNICATION

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

#### 3 BIDDERS' COMPLAINTS PROCESS

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

- 3.1.1 Bid/Tender Description
- 3.1.2 Bid/Tender Reference Number
- 3.1.3 Closing Date of Bid/Tender
- 3.1.4 Supplier Name;
- 3.1.5 Supplier Contact details.
- 3.1.6 The detailed 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 the information furnished by the Respondent, which after the conclusion of the contract, is proved to have been incorrect, PRASA reserves the right to cancel the contract.

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

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

## 9 LEGAL REVIEW

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

## 10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

## 11 PROTECTION OF PERSONAL DATA

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

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

## 12 EVALUATION METHODOLOGY

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

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

## 13 ADMINISTRATIVE RESPONSIVENESS

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

## 14 VALIDITY PERIOD

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

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

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

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

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

## **16 RETURNABLE DOCUMENTS**

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

### **15.1. Mandatory Returnable Documents**

Failure to provide Mandatory Returnable Documents at the Closing Date and time of this RFQ will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all documents are returned with their Quotations.

## SECTION 3

### EVALUATION CRITERIA

Bidders are to comply with the following requirements and failure to comply may lead to disqualification.

#### Stage 1A – Mandatory Requirements

If you do not submit/meet the following mandatory documents/requirements, you will be automatically disqualified.

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

No.	Description of requirement	
a)	Completion of ALL RFP documentation (includes ALL declarations)	
b)	Document Completion and acknowledgement of all items on the BOQ.	
c)	Signed and completed compliance to specification Sheet.	
d)	Joint Venture, Consortium Agreement, or Partnering Agreement signed by all parties. The agreement should indicate the leading bidder where applicable. (If applicable)	

#### Stage 1B – Other Mandatory Requirements

If you do not submit/meet the following mandatory documents/requirements, PRASA may request the bidder to submit the information within five (5) working days.

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

Bidders must achieve at least 80% within the technical evaluation. Bidders who do not achieve the 80% threshold on technical evaluation will be automatically disqualified.

The following elements will be used for the technical evaluation:

Functionality and Capabilities	Max Points	Minimum Required
<b>Compliance to Technical specification</b> <ul style="list-style-type: none"> <li>Submit a comprehensive method statement =50 points</li> </ul>	50	50
<b>Similar Works: provide client list including letter of reference with contactable details</b> <ul style="list-style-type: none"> <li>10 and above similar projects = 30 points</li> <li>4 - 9 similar projects = 25 points</li> <li>&lt; 3 similar projects = 15 points</li> </ul> <b>NB!! Submit letter of references from your previous clients.</b>	30	15
<b>Experience of Personnel assigned to the project (CV's of key personnel to be submitted)</b> <ul style="list-style-type: none"> <li>Five years' experience and Certificates of trained employees in field welding and grinding of rails = 20 points</li> <li>Three years' experience and Certificates of trained employees in field welding and grinding of rails = 15 points</li> <li>One year experience and Certificates of trained employees in field welding and grinding of rails = 10 points</li> </ul>	20	15
<b>GRAND TOTAL</b>	100	80

**NOTE:** Minimum points are to be attained in each and every evaluation criteria stated above for a bidder to be evaluated further

## Stage 3 – Price and Specific Goals

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

The maximum points for this tender are allocated as follows:

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

## FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### POINTS AWARDED FOR PRICE

#### THE 80/20 PREFERENCE POINT SYSTEMS

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

**80/20**

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

Where

Ps = Points scored for the price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

### POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

## SECTION 4

### PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule **Annexure: .....**

- 1 Prices must be quoted in South African Rand, inclusive of all applicable taxes.
- 2 Price offer is firm and clearly indicates the basis thereof.
- 3 Pricing Bill of Quantity is completed in line with a schedule if applicable.
- 4 Cost breakdown must be indicated.
- 5 Price escalation basis and formula must be indicated.
- 6 To facilitate like-for-like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilize a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 7 Please note that should you have offered a discounted price(s), PRASA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- 8 Respondents are to note that if the price offered by the highest scoring bidder is not market-related, PRASA may not award the contract to the Respondent. PRASA may:
- 9 negotiate a market-related price with the Respondent scoring the highest points;;
- 10 if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points;
- 11 if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points;
- 12 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFQ.

I / We \_\_\_\_\_ (Insert Name of  
Bidding Entity) of \_\_\_\_\_

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

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

\_\_\_\_\_  
(amount in words) Incl. VAT.

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

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

## SECTION 5

### PRASA GENERAL CONDITIONS OF PURCHASE

#### **General**

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

#### **Conditions**

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

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

#### **Price and payment**

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

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

#### **Delivery and documents**

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

Where items are to be delivered to the Supplier:

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

#### **Containers/packing material**

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

## **Title and risk**

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

## **Rejection**

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

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

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

## **Warranty**

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

## **Indemnity**

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

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

## **Assignment and sub-contracting**

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

## **Governing law**

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

## SECTION 6

SBD4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors/trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of a State institution

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

#### 3 DECLARATION

<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.

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

## SECTION 7

SBD 6.1

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

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

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

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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
<b>Total points for Price and Specific Goals</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

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

## DECLARATION

### WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

#### 4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

## SECTION 8

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

Request number:	N/A
Request for Proposal:	N/A

#### 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  
\_\_\_\_\_  
N/A day of \_\_\_\_\_ N/A \_\_\_\_\_

for / on behalf of PRASA

Designation

#### Acknowledgement

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

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

DULY AUTHORISED SIGNATORY(IES)      WITNESSES

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

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

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

## Section 9

### 4.1. Scope of works/Specification

**This contract and specifications covers:**

- **Field welding and grinding of Rail manufactured crossings,**
- **Welding and grinding of skid marks,**
- **Welding and grinding of battered ends,**
- **Repair of ultra-sonic defects by means of exothermic welding of rail joints (48kg and 57kg) and**
- **Grinding of overlaps on turn outs, in the Prasa rail, Gauteng region.**

**The welding and grinding have to be performed by qualified track welders, in possession of a valid track-welding certificate for each welding activity. If deemed necessary, Metrorail will test the track welders before the project commences.**

The contractor must have the appropriate machinery and equipment to perform all work, transport and labour that shall be provided, maintained and operated by the contractor during the contract period.

The work will take place in confined spaces and under special conditions close to running trains. Some work will take place across multiple lines as well as in cuttings.

All work is subjected to the terms of the succeeding clauses, drawings, specifications and conditions pertaining to this contract.

### 4.2. SUPPORTING SPECIFICATIONS

**The following specifications and documents shall, inter alia, form part of this Specification:**

- **The E10 Specification for Railway Track work (1996)**
- **The Manual for Track Maintenance (2000)**
- **The Manual for Track Welding (2007)**

### 4.3. HOURS OF WORK

**During the contract period, all work will be carried out “between trains” on week and weekend days (09H00 - 15H00)**

### 4.4. DURATION OF CONTRACT

**This contract will be on an “As and when required basis” for a period of 24 months.**

### 4.5. PREVIOUS EXPERIENCE

All tenderers are required to give satisfactory evidence of previous experience regarding on-track welding and grinding, as it will form part of the evaluation criteria during the process of awarding

the contract. All tenderers must therefore complete the "Schedule of Experience" included in the tender document. Failure to do so will lead to disqualification of tender document.

#### **4.6. CONTRACTOR'S RESPONSIBILITIES**

##### **4.6.1 Provision of a Welding Team**

**Three welding teams are required for the Gauteng province consisting of:**

**Two welders (with two helpers each),**

**Welders must be in possession of valid track welding certificates for each welding activity while at least one of the track welders must be qualified to weld crossings with rail-bound frogs. Copies of the certificates must be handed to the Technical Officer before the start of the contract.**

**Three track helpers (Flag men),**

**All track helpers (flag men) must be qualified and in possession of a valid certificate and a copy thereof must be handed to the Technical Officer before the start of the contract. No track helper will be allowed to execute any contract-related work without prove of mentioned certificate.**

**One Track master,**

**The track master must be qualified and in possession of a valid track master's certificate and a copy thereof must be handed to the Technical Officer before the start of the contract. No track master will be allowed to execute any contract-related work without prove of mentioned certificate. It will be expected from the track master to be on site all the time.**

**Eight track workers (Fedling team)**

**Note: The two welders, three flag men, track master and fedling team will work together as one team.**

##### **4.6.2. Safety of Staff and Protection of Trains**

It is a requirement that the appointed contractor submit to the Technical Officer a Safety File for approval before commencement of contract. The safety file will be kept and update on site and must be available for inspection at all times.

The safety file must cover all aspects of safety and safe working methods on site and before the start of the contract. It is a requirement that the following information be included in the Safety File:

###### ***Statutory Requirements***

- Compliance certificates from all relevant authorities, e.g. Dept of Labour, Dept. of Agriculture, SARS etc.

###### ***Safety***

- Fully endorsed copy of a site access certificate
- Company structure/Organogram

- SHE policy
- Copies of legal appointments as required by the OHS Act and its regulations
- Copies of competency – legal appointments
- Risk assessment conducted prior to the commencement of duties. This should cover both the on-site and off-site activities. Methodology to be clearly defined (Method statements)
- Control measures to be implemented and action plans stipulating accountability and target dates
- Proof of communication of identified hazards to all employees
- Safe working procedures
- A list of all subcontractor(s) and their SHE file(s)
- If working on or near railway lines – provide fire and emergency plans that are in line with Metrorail emergency plans. Contractors should also ensure compliance to SPK 7/1 and E4E
- Copies of the induction manual(s) and proof of safety talks/induction
- SHE committee structure and meeting schedule with minutes
- Incident investigation procedure, training and appointments
- A list of all the signage's to be used
- If chemicals are to be used, list & copies of MSDS and proof of competency by identified users
- Legal register applicable to the operation/project

#### ***Environmental***

- Environmental management plans
- Awareness programme/plans

#### ***Health***

- Medical surveillance plans for all employees
- Pre-employment
- Periodic
- If necessary based on the nature of tasks, biological, etc
- Proof of medical centre to be used.

#### **4.6.3. Plant, Labour, Tools and Equipment**

**The contractor is responsible to supply and maintain during the contract period all plant, labour, tools, equipment, consumables and transport to successfully execute the project.**

The plant to be provided and operated by the Contractor in the execution of the Works has to be efficient, maintained in a state of efficiency and suited for the purpose for which it is meant to be used as well as to reach all working areas (E.g. Across multiple lines, Cuttings etc.)

The Technical Officer shall have the right at any time during the contract period to inspect and test the plant as to its efficiency and suitability. The Technical Officer also have the right to order the contractor to remove from site and replace any plant, which he considers inefficient or unsuitable for the work. All costs experience by the contractor due to lost of productivity or repairs to machinery will be for his/her account.

The contractor will not be allowed to borrow or make use of any Prasa plant. The vehicle to transport the equipment and personnel should be roadworthy and the driver must be in possession of a valid driver's licence and Public Drivers Permit (PDP)

#### 4.6.4. Material and consumables

**The Contractor shall supply the following material and consumables in good quality and working condition:**

- **Exothermic portions and moulds for the welding of joints.**
- **All oxygen, acetylene, LP gas and welding rods required for welding purposes.**
- **Cleaning material, oil, grease, black lead, and graphite for treating contact and sliding surfaces.**
- **Track thermometers for measuring rail temperatures.**
- **Shims for setting expansion gaps at rail joints.**
- **Applicable temperature crayons.**
- **Penetrating agent.**
- **5mm Brazing rods and flux for recording pads on crossings.**
- **Number and alphabetic stencils.**
- **Measuring equipment and templates required to measure conformance and quality of the work**
- **The required radios, flags and whistles,**
- **All other consumables (E.g. Fuel, Grinding stones, Detonators, etc.) required for the proper execution of the Works.**

#### 4.6.5. Site Diary (Daily Log sheets)

**On commencement of the work the Contractor shall have available a site diary (in triplicate) to record the daily work done as well as details of any circumstances (E.g. Inclement weather, broken machinery, etc.) which may affect the progress of work on site.** After completion of the day's work, the Prasa rail representative on site will co-sign the diary to agree on the work done. It is the responsibility of the contractor to provide the log sheets on a weekly basis to the Technical Officer.

### 4.7. TO BE PROVIDED BY PRASA RAIL

- **A daily working program (job cards).**

**The minimum daily workload will consist of:**

- **Welding and Grinding of two (2) Rail Manufactured crossings, or**
- **Welding and Grinding of at least Fifty (50) Skid marks (150mm represent one Skid mark), or**
- **Exothermic Welding and Grinding of at least eight (8) Rail joints.**
- **A Track master to take over the site after completion of the day's work and to sign-off the daily log sheets**
- **A Technical Supervisor (welding) to inspect the work done by the contractor and to co-sign the log sheets.**

**Notes:**

Should the contractor fail to achieve the workload provided, it will be recorded on the daily log sheet and he will be paid for work done only.

Should Prasa rail fail to provide the prescribed workload, the amount equivalent to a minimum daily workload will be paid.

The average daily workload will be calculated over a one month period.

## **4.8. MEASUREMENT AND PAYMENT**

### **4.8.1. General**

- The items indicated on the schedule of quantities may increase or decrease from time to time and therefore the prices tendered will be *per item*.
- Transport fees must be included in the tender price and no claims can be entertained for travelling.
- The contractor will get paid on a monthly basis for work done only and on condition that the work complies with the relevant specifications and standards and it is approved by Prasa.
- Work not conforming will be rejected and the contractor will be responsible for the repairs of the rejected work at his own account
- Any damages caused to any assets of Prasa rail by the contractor during the execution of his duties will be for the contractors account
- Any losses or damages (due to theft, accidental loss, etc.) experience by the contractor during the contract period will be for the contractors account.

### **4.8.2. Value Added tax**

Prices quoted shall be V.A.T. Inclusive.

#### **1. Specifications of the Work or Products or Services Required**

##### **Technical capabilities, constraints, and other specific performance required of the work or product or services to accomplish**

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:

- (a) Project specification, together with particular drawings, schedules of machines and schedules of prices.
- (b) SABS 1200NB Railway Sidings (Track work).
- (c) Standard specifications E7/1.
- (d) Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and Applicable Regulations (E4E); including any subsequent amendments.
- (e) E10: General Specifications for Railway Track work.
- (f) E10/1: Laying of Rails.
- (g) E10/2: Laying of sleepers.
- (h) E10/4: Ballasting and alignment.
- (i) Manual for Track Maintenance (2000)
- (j) Railway Safety Regulator Act (Act 16 of 2004)

## **2. Time Frames / Programs**

This contract will be on an “As and when required basis” for a period of 36 months.

## SECTION 10

### BOQ/ PRICING SCHEDULE

Item No	Description	Unit of measure	Quantity	Rate/unit (Excl. VAT)	Total Price (Excl. VAT)
1.	Wheel-spin burns (skid marks)	mm	1		
2	Battered ends	mm	1		
3	Rail manufactured crossing	Each	1		
4	Exothermic welds (48kg)	Each	1		
5	Exothermic welds (57kg)	Each	1		
6	Grinding of overlaps on turn outs	Meter	1		
7	Detonators	Each			
				<b>TOTAL PRICE EXCL. VAT</b>	
				<b>VAT @ 15%</b>	
				<b>TOTAL PRICE INCL.VAT</b>	

**NB: All logistics costs, i.e., for the trainer/s for travelling to & from the PRASA training centers, printing training material shall be factored in, on the above BOQ rates, not to be charged separately and All COVID16 protocols to be observed and adhered to at all times!!**

## SECTION 11

### COMPLIANCE SPECIFICATION SHEET

**REFURBISHMENT OF RAILS BY MEANS OF FIELD WELDING AND  
GRINDING OF RAIL MANUFACTURED CROSSINGS, WHEEL-SPIN BURNS,  
BATTERED ENDS AND REMOVAL OF ULTRA-SONIC DEFECTS BY MEANS  
OF EXOTHERMIC WELDING OF RAIL JOINTS (48KG AND 57KG) AND  
GRINDING OF OVERLAPS ON TURN OUTS ON AN AS AND WHEN  
REQUIRED BASIS FOR A PERIOD OF 24 MONTHS.**



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

No.	Specification Description	Bidder's Compliance Response: (Yes/No)
1.1	Wheel-spin burns (skid marks)	
1.2	Battered ends	
1.3	Rail manufactured crossing	
1.4	Exothermic welds (48kg)	
1.5	Exothermic welds (57kg)	
1.6	Grinding of overlaps on turn outs	
1.7	Detonators	

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

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

Signature \_\_\_\_\_