

REQUEST FOR QUOTATION (RFQ)



To:	Whom it May Concern	From:	Supply Chain Management PRASA 65 Masabalala Yengwa Avenue Greyville 4001 Rani Padayachee
Date	23 April 2018	Tel. no.:	031 813 0138 – Queries before Closing Date of Quotes Only
RFQ Reference:	OPS 18/19 – 011		
Subject:	TRACK WELDING / GRINDING (RAILWAY TRACK) - AS & WHEN REQUIRED (12 MONTHS) FOR METRORAIL KZN		

A quotation(s) **MUST** be emailed to Rani Padayachee at rani.padayachee@metrorail.co.za by **12:00pm** on **TUESDAY, 08 MAY 2018**. Hand delivered quotations / responses will be accepted in the event of the e-mail documents being too large to send.

SUPPLIER TO NOTE:

THE WINNING BIDDER WILL ENTER A 12 MONTH PURCHASE AGREEMENT WITH PRASA; THEREFORE PRICES MUST REMAIN FIXED FOR 24 MONTHS

- A) PRASA CONDITIONS OF PURCHASE WILL APPLY;
- B) LATE / INCOMPLETE QUOTATIONS WILL NOT BE CONSIDERED;
- C) CSD REPORT MUST NOT BE OLDER THAN THREE MONTHS.**

ITEM NO.	DESCRIPTION	QTY	Unit of Measure	UNIT PRICE (EXCL. VAT)	
				R	C

EVALUATION CRITERIA

The evaluation of Quotations is to determine whether the Bidder is capable of delivering the Goods/Services and works. Bidders will be evaluated according to the following Evaluation Criteria:

Stage 1 - Adherence to Compliance checklist requirements,

Stage 2 - Functionality (Only if Indicated), Bidder to meet a specific threshold to proceed to final stage 3 - Price and B-BBEE

Evaluation criteria	Weighting
Functionality – Only If Indicated / Applicable	60%
BBBEE	20
Price	80
TOTAL	100

Price Evaluation: The evaluation for price will be done based on the following formula:

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

Where

PS = Points scored for price of tender under consideration

Pt = Rand value of offer tender consideration

Pmin = Rand value of lowest acceptable tender

B-BBEE Evaluation: A bidder must submit proof of its B-BBEE status level contributor, a bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified and will score 0 points out of 20 for B-BBEE.

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-complaint contributor	0

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)

REQUEST FOR QUOTATION

VALIDITY PERIOD: PRASA desires a validity period up to **60 days** against this Quotation. It should be noted that suppliers may offer an earlier validity period, but that their quotation may in that event, be disregarded for this reason.

This Quotation is valid until _____ (To be completed by Supplier)

YOUR REFERENCE: _____

PAYMENT:

Payment will be made upon completion of the works within 30 day from date of receipt of a correct tax invoice.

NB: Compliance Checklist Requirements for all Services/Goods and works

If you do not submit the following documents your Proposal/Quote will be disqualified automatically:

No.	Description of requirement	
a)	Completion of ALL RFQ documentation (Includes All Declarations)	
b)	A valid and Original Tax Clearance Certificate (valid as at the closing date of this RFQ)	
c)	CSD registration proof not older than 3months/ CSD supplier registration number for verification checks	

Non-submission of certificate which will be scored on B-BBEE will lose points on Price and B-BBEE

Name and Address of Supplier:

Tel no.: _____

Fax no.: _____

Contact signature: _____

SUPPLY CHAIN MANAGEMENT

Email: rani.padayachee@metrorail.co.za

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 subcontracting

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

Termination

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

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

Governing law

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

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
-------------	--	---------------	--	---------------	--

DESCRIPTION

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

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

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
	<input type="checkbox"/> No				<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			

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

ARE YOU THE ACCREDITED REPRESENTATIVE <i>IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR <i>THE GOODS /SERVICES /WORKS OFFERED?</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR 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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
DECLARATION OF INTEREST

SBD4

1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.1 Full Name of bidder or his or her representative: _____
- 2.2 Identity Number: _____
- 2.3 Position occupied in the Company (director, shareholder etc): _____
- 2.4 Company Registration Number: _____
- 2.5 Tax Reference Number: _____
- 2.6 VAT Registration Number: _____

* "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

- 2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

- 2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member: _____
Name of state institution to which the person is connected:

Position occupied in the state institution: _____

Any other particulars:

2.8 Did you or your spouse, or any of the company's directors
shareholders / members or their spouses conduct business
with the state in the previous twelve months?

YES / NO

DECLARATION

I, THE UNDERSIGNED (NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.8 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PRASA'S GENERAL CONDITIONS OF
TENDER AS STIPULATED IN THE RFP SHOULD THIS DECLARATION PROVE TO BE FALSE.

SIGNATURE

DATE

POSITION

NAME OF BIDDER

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1.1 GENERAL CONDITIONS

- a) The value of this bid is estimated not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.2 Points for this bid shall be awarded for:

2.

2.1 The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

2.2 The maximum points for this bid are allocated as follows:

2.2.1	Price	-	80
2.2.2	B-BBEE Status Level of Contributor	-	20
2.2.3	Total points for Price and B-BBEE	-	100

2.3 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

2.4 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

3. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a bidder to provide goods or services in accordance with specifications as set out in the tender/ RFQ documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

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

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 5.1

7.1 B-BBEE Status Level of Contributor: _____ = _____ (maximum of 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by relevant proof of B-BBEE status level of contributor)

8. SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted _____ %
- ii) The name of the sub-contractor _____
- iii) The B-BBEE status level of the sub-contractor _____
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME ✓	QSE ✓
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm: _____

9.2 VAT registration number: _____

9.3 Company registration number: _____

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.6 Total number of years the company/firm has been in business: _____

9.7 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1. _____

2. _____

SIGNATURE(S) OF BIDDERS(S)

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><i>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</i></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><i>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</i></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME) _____

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ ***Includes price quotations, advertised competitive bids, limited bids and proposals.***

² ***Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.***

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

10. 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.

Signature

Date

Position

Name of Bidder

TRACK WELDING / GRINDING (RAILWAY TRACK)

1. SCOPE

This specification covers all the necessary work relating to track welding, (skid marks, battered ends, grinding and welding of crossings, stock and switches, cutting of closure rails and exothermic joints) at various locations on the PRASA KZN Region, and any other work arising out of, or incidental to the above or required from the Contractor for the proper completion of the WORKS in accordance with the true meaning and intent of the contract documents

2. DEFINITION OF SKID MARKS TO BE GRINDED AND WELDED

- A Metrorail representative will mark and measure the workload in advance.
- All skid marks shall be ground to the SSS specification to remove martinsite and cracks.
- All skid marks shall be welded and then be ground, all to the SSS specification.
- It shall be left to the sole discretion of an authorized PRASA KZN representative which skid marks shall be ground and welded.
- Skid marks that are to be welded will be measured in unit lengths of 240mm. Thus if two or more skid marks are less than 240mm apart it shall be taken as one repair unit.
- The Engineer and Contractor will, at two weekly intervals, jointly inspect the previous two weeks completed work and the Engineer shall then accept or reject the work

3. PREPARATION OF WORK AREAS

- All related track work to enable quality grinding and welding work shall be done according to the specification of the Manual for track maintenance (2000)
- Rubber and/or HDPE pads must be removed before the welding commences in order to avoid heat damage.
- All rail fastening clips and springs must be removed on both sides of the skid mark to ensure the correct movement of the rail when heated and this shall be done according to the SSS specification.
- Damaged sleepers and/or rail fastenings must be replaced when encountered. Material will be made available from Springfield material store.
- All grinding and welding places must be thoroughly tamped with hand held mechanical ballast tampers to ensure a smooth running top of the railway track

4. GRINDING AND WELDING PROCESS

Grinding and welding processes will be done according to the specifications SSS5, SSS6, SSS7, SSS8, SSS9, SSS10, SSS11, SSS12 as included in this document.

5. QUALITY CONTROL

- The Engineer shall be responsible for the measurement of work to be done and work completed and will also be responsible for the measurement of the quality of work produced by the Contractor.
- The contractor shall ensure that loose and cracked steel (Martinsite) is ground out as specified in clause SSS 6.1- 6.3. Welders must be properly trained to ensure this.
- Work not conforming to the relevant specifications will be rejected and recorded in the site instruction book Repair of such work shall be for the account of the Contractor. The Contractor shall indicate in the site instruction book when these works shall be repaired in order for the necessary occupations to be arranged by the Engineer.

- All welders will be tested and certified by PRASA KZN to be competent to perform grinding, welding and related duties on commencement of the contract. These personnel must pass the evaluation before the Contractor may use these personnel on site. The evaluation shall take place on the day the contract commences and at the site as indicated on the Works program for the first day's work. Any work completed according to the specifications of this contract shall be accepted for payment and any work not completed according to the specifications of this contract shall be rejected for payment.
- PRASA KZN will issue a certificate or endorse the site instruction book to confirm the competencies of the welders.
- No basic training will be permitted on the track. If required training can be provided and arranged at an accredited institution. Such training shall be for the account of the Contractor.

6. DURATION

The contract duration for this work shall be twelve months or attaining value of four hundred and eighty thousand rand whichever comes first.

7. PRODUCTION

The workload required per welder per day is as followed:

- 10 Skid marks, **Or**
- 2 Cutting of closures & 4 Thermit welds, **Or**
- 2 Crossings, **Or**
- 10 Battered rail ends.

None of the above mentioned work shall be carried out on Chrome Manganese rails.

8. OCCUPATIONS

Total occupations and work permits will only be granted for the installation of rails or de-stressing of the track. The maximum duration of occupations/work permits will normally not exceed six hours nor be less than three hours. Occupations/work permits will normally be granted from 09:00 to 15:00 on weekdays. The Contractor shall apply for occupations/work permits, or "work between trains permits" 21 days in advance. Late applications will not be considered.

9. PROTECTION

PRASA KZN will provide protection for the train service only. This protection will be in the form of 4 (four) flagmen and 1 (one) Track master only. The Contractor will provide all other protection including protection for his own staff. Work will not be allowed to continue without the necessary protection.

10. ESCALATION

No contract price adjustment factors are applicable to this contract.

11. TO BE SUPPLIED BY THE CONTRACTOR

The Contractor shall supply all labour (fettling and preparation work), plant, consumable materials, tools, safety equipment and fuel necessary for the completion of the works unless otherwise stipulated elsewhere in this specification.

The Contractor shall provide a minimum of 1 qualified track welder (Certification must be submitted along the quotes) with all equipment to carry out all welding work as per specifications (2 and 4 wheel grinding machines, welding machines, weld shear machines and equipment for thermite welding). The Contractor is to submit all certificates with his /her document. PRASA KZN will carry out checks/inspections on all welding equipment prior to the contract commencing.

The Contractor or his teams will not be allowed into the operating tunnel without the necessary personal protective equipment necessary such as high visibility vests, safety boots, gloves, welding bibs and welding goggles.

12. TO BE SUPPLIED BY METRORAIL

Metrorail will supply all Thermit kits for the proper completion of the works.

13. MATERIAL

Material supplied by PRASA KZN will be new.

14. TRANSPORTATION OF MATERIAL

The Contractor is to arrange for all transportation of all material at his own cost.

15. CARE OF MATERIAL

The Contractor will be held responsible for the care of all material supplied to him from the PRASA KZN SCM store until such time as the material is placed into track and the work on that particular section is complete. The Contractor will be held responsible for all released material until such time as it is handed in at the PRASA KZN SCM store. Released material is not to be left on site but to be returned to the PRASA KZN SCM in Springfield at the end of every occupation. The Contractor shall reimburse PRASA KZN for any material that is lost, damaged or stolen whilst in his care.

16. PRIORITY OF WORK

All work will be carried out in the order as determined by PRASA KZN Track Master and Technical Officer.

17. INSPECTIONS AND MEETINGS

PRASA KZN shall carry out such spot inspections, as the Regional Engineer deems necessary to verify the quality of the work performed, the accuracy of records, and safety on the work site. The Contractor is required to attend all inspections and meetings that may be deemed necessary by the Regional Engineer.

18. CANCELLATION OF THE CONTRACT

PRASA KZN reserves the right to cancel this contract should the Contractor fail to complete the works in the specified time.

19. STANDING TIME

When the Contractor has been ordered to work, and if he/she is available for work but is not working due to a requirement, act or omission on the part of Metrorail or any other Contractor working for Metrorail, the Contractor will be paid standing time:

- a) Only for time falling within the hours of duty specified,
- b) Inclement weather.

An authorised representative of PRASA KZN must certify the time claimed as standing time.

20. MEASUREMENT AND PAYMENT

Measurements will be item unit of the schedule of prices and the rates quoted shall be inclusive of all costs for labour and plant.

At the end of each calendar month the Contractor shall submit an invoice for all works carried out during that month to the Regional Engineer, PRASA KZN. The Regional Engineer will then verify the correctness of this invoice and, once he is satisfied, the invoice shall be processed for payment.

The following values shall apply:

WELDING OF CROSSINGS:

- a) Crossing nose = 1 unit
- b) Crossing wing rail = 1 unit.

WELDING OF SKID MARKS:

- a) 240mm measurement = 1 skidmark = 1 unit.

CLOSURE RAILS:

- a) 1 Cutting of closure = 1 unit.

EXOTHERMIC WELDING:

- a) 1 Thermit weld joint = 1 unit.

BATTER ENDS:

- a) Battered rail end = 1 unit

GRINDING:

- a) Stock and switch = 1 unit

END OF SPECIFICATION

DATE

SUPPLIER

BILL OF QUANTITY / PRICES

ITEM No	DESCRIPTION	UNIT	QTY	RATE	
				R	C
1.1	Grinding of skid marks	ea	1		
1.2	Grinding and welding of skid marks	ea	1		
1.3	Repair of battered rail ends	ea	1		
1.4	Repair of rail manufactured frogs - nose	ea	1		
1.5	Repairs of rail manufactured frogs – wing rails	ea	1		
1.6	Cutting of closure rail	ea	1		
1.7	Exothermic welding of rails	ea	1		
1.8	Repair of points blade with arc welding process	ea	1		
1.9	Grinding of stock and switch	ea	1		
2.0	Standing time (PROVISIONAL)	Hr	1		

DATE

SUPPLIER

Supplier Self Rating Assessment Form (RFQ-Supplier)

Purpose of the report:

The purpose of this report is for the department to:

- Supplier relationship management
- Service delivery satisfaction
- Supplier performance rating

Supplier Information

Supplier Name	
Supplier Contact Person	
Contact Details	
Email Address	
CSD Reference Number	
Date	
Service Rendered	
B-BBEE Level	<input type="checkbox"/> Level 1 <input type="checkbox"/> Level 2 <input type="checkbox"/> Level 3 <input type="checkbox"/> Level 4 <input type="checkbox"/> Level 5 <input type="checkbox"/> Level 6 <input type="checkbox"/> Level 7 <input type="checkbox"/> Level 8 <input type="checkbox"/> Non-complaint
B-BBEE Categories	<input type="checkbox"/> Exempted Micro Enterprise <input type="checkbox"/> Qualifying Small Enterprise <input type="checkbox"/> Generic/Large Enterprise <input type="checkbox"/> State Owned Enterprise <input type="checkbox"/> Other
Enterprise Shareholding	<input type="checkbox"/> Black Empowered <input type="checkbox"/> Black Woman Owned/Empowered <input type="checkbox"/> Black Supplier <input type="checkbox"/> State Owned <input type="checkbox"/> Youth Owned/Empowered <input type="checkbox"/> Veteran Owned/Empowered <input type="checkbox"/> Disabled Owned/Empowered <input type="checkbox"/> Other

Field (Please tick with [X])	<input type="checkbox"/> Goods and Services <input type="checkbox"/> Infrastructure <input type="checkbox"/> Lease <input type="checkbox"/> Maintenance <input type="checkbox"/> Engineering <input type="checkbox"/> License <input type="checkbox"/> Other/Specify
PRASA Division/Subsidiary (Please tick with [X])	<input type="checkbox"/> PRASA CORPORATE <input type="checkbox"/> CRES <input type="checkbox"/> TECHNICAL <input type="checkbox"/> RAIL <input type="checkbox"/> INTERSITE <input type="checkbox"/> AUTOPAX
Purchase Order Date	
Delivery Date	

Supplier/PRASA performance review

Please rate your service (Tick with [X])

Rating fields	1	2	3	4	5	Comments
1. Conformity to scope of work						
2. Compliance with the contract obligations						
3. Honour delivery date						
4. Accessibility of PRASA Personnel						
5. Payment terms						
6. Documentation						
7. Handling of complaints						
8. Delivery review meetings						
9. Safety Case						

[1=Poor] [2=Need Major Improvement] [3=Good] [4=Very Good] [5= Excellent]

COMPILED BY

NAME OF PERSON(SUPPLIER/PROJECT MANAGER)	SIGNATURE	DATE
COMMENTS:		

FOR PRASA SCM USE ONLY

SUPPLIER INFORMATION

Vendor Number	
Purchase Number	
End-User Department	
Type of Services Rendered	

REVIEWED BY

NAME OF PERSON	SIGNATURE	DATE
COMMENTS:		