

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: KZN/PRASA/2026/07/01/Q-1

**REQUEST FOR QUOTATION (RFQ): THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER
TO FACILITATE A TRACK MASTER TRAINING TO PRASA EMPLOYEES FOR A PERIOD OF 12
MONTHS.**

SECTION 1: SBD1

PART A INVITATION TO BID

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

BID NUMBER:	KZN/PRASA/2026/07/01/Q-1	CLOSING DATE:	13 AUGUST 2026	CLOSING TIME:	12:00PM
DESCRIPTION	REQUEST FOR QUOTATION (RFQ): THE APPOINTMENT OF A QUALIFIED SERVICE PROVIDER TO FACILITATE A TRACK MASTER TRAINING TO PRASA EMPLOYEES FOR A PERIOD OF 12 MONTHS .				

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

BID RESPONSE DOCUMENTS MUST BE HAND DELIVERED TO

65 MASABALALA YENGWA AVENUE
PRASA REGIONAL OFFICE FOYER AREA
HELPPDESK
PRASA SCM
KWAZULU NATAL

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Siphesihle Miya
TELEPHONE NUMBER	031 813 0089
E-MAIL ADDRESS	Siphesihle.Miya@prasa.com

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA.....
2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.”

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

- ***PRASA is not obliged to award this bid.***
- ***PRASA is not obligated to award to one supplier.***
- ***PRASA reserves the right to use its discretion to award multiple suppliers where possible.***

SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

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

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

2 COMMUNICATION

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

3 BIDDERS COMPLAINTS PROCESS

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

3.1.1 Bid/Tender Description

3.1.2 Bid/Tender Reference Number

3.1.3 Closing date of Bid/Tender

3.1.4 Supplier Name

3.1.5 Supplier Contact details

3.1.6 The detailed compliant

4 LEGAL COMPLIANCE

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

5 CHANGES TO QUOTATIONS

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

6 PRICING

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

7 BINDING OFFER

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

8 DISCLAIMERS

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

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

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

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

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

9 LEGAL REVIEW

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

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

11 PROTECTION OF PERSONAL DATA

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

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

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

12 EVALUATION METHODOLOGY

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

EVALUATION CRITERIA	WEIGHTING
Stage 1	
Disqualifying Returnable Documents	Disqualifying Returnable Documents
Stage 3	
Price	80
Specific Goals	20
TOTAL	100
Stage 4 – Returnable Documents	
Returnable Documents	Returnable Documents

13 ADMINISTRATIVE RESPONSIVENESS

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

14 VALIDITY PERIOD

14.1 PRASA requires a validity period of **60 Working Days** from the closing date.

14.2 Respondents are to note that they may be requested to extend the validity period of their response, on the same terms and conditions, if the internal processes are not finalized within the validity period. However, once the delegated authority has approved the process the validity of the successful respondent(s)' bid will be deemed to remain valid until finalization of the of award.

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

Respondents are to note that, bid awards, amendments and cancellations will be published on the e-tender portal (*where applicable*) and or media used to advertise the bid. For the award of business, PRASA is required to publish the prices and preferences claimed of the successful and

unsuccessful Respondents *inter alia* on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), on CIDB website for construction related RFQ's. (*where applicable*).

16 RETURNABLE DOCUMENTS

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

16.1. Mandatory Returnable Documents

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

SECTION 3

1 EVALUATION CRITERIA:

2.1 Stage 1 – Disqualifying Returnable documents

Bidders must comply with the following requirements and failure to comply will lead to immediate disqualification.

No.	Description of requirement
a.	Bidders to fill and sign a closing register; failing which the bidder must provide proof that the document was submitted on time.
b.	Valid Proof of QCTO accreditation for Railway Track Master: SAQA ID 119662
c.	Accreditation curriculum title and code must be, Railway Track Master: 734212-000

2.2 STAGE 2- PRICE AND SPECIFIC GOALS

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

The maximum points for this tender are allocated as follows:

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

FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

3.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations,

preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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		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)	Evidence required for specific goals
B-BBEE Level 1		5		B-BBEE Certificate/Affidavit (In case of a JV, a consolidated scorecard will be acceptable).
51% Black Owned		5		CIPC documents/ B-BBEE Certificate/Affidavit
Localisation	Within eThekweni Municipality boundary according to the Municipal Demarcation Board	5		Municipal councillor letter or Municipal utility bill or Lease agreement indicating your business location address
	Outside eThekweni Municipality boundary but within KZN	5		Municipal councillor letter or Municipal utility bill or Lease agreement indicating your business location address
TOTAL		20		

N.B

- A CIPC Registration Documents/CSD Registration Report will be used to verify the above evidence.
- Points will be awarded/allocated on a proportional/pro-rata basis.
- Formula: Number of Points allocated x Percentage (%) owned = Number of Points Claimed.

Stage 3- Returnable Documents

No.	Description of requirement
a)	Completion of ALL RFQ documentation (including ALL declarations, SBD documents/forms and signatures were required)
b)	Joint Venture / Consortium agreement / Trust Deed/ Confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by PRASA through this RFQ process (if applicable)
c)	Supply of valid SARS Pin
d)	CSD supplier registration number
e)	Certified ID copy of company directors
f)	B-BBEE Certificate / Affidavit
g)	CIPC Registration Documents

NB: The most Responsive bidder/s with incomplete returnable documents will be requested to resubmit completed documents within the time frame stipulated by PRASA before recommendation for award, failure which will result in automatic disqualification.

SECTION 4

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule

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

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

code _____

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

_____ in my capacity as: _____ being duly

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

_____ (amount in words) Incl. VAT.

DELIVERY PERIOD: Suppliers are requested to offer their earliest delivery period possible. Delivery will be effected within working days from date of order. (To be completed by Service provider).

SECTION 5

PRASA GENERAL CONDITIONS OF PURCHASE

General

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

Conditions

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

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

Price and payment

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

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

Delivery and documents

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

Where items are to be delivered the Supplier:

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On

dispatch of each consignment, sends to PRASA at the address for delivery of the items, an advice note specifying the means of transport, weight, number of volume as appropriate and the point and date of dispatch; Sends to PRASA a detailed priced invoice as soon as is reasonably practical after dispatch of the items, and states on all communications in respect of the order the order number and code number (if any).

Containers / packing material

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

Title and risk

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

Rejection

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

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

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

Warranty

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

Indemnity

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

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

Assignment and sub-contracting

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

Governing law

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

Special Conditions: Funding Contingency

1. Paragraph 8.4 of the PFMA SCM Instruction No. 3 of 2021/22 states that the Accounting Authority may not invite price quotations or bids if no or sufficient provision is made in the budget of the institution.
2. PRASA has, in terms of section 79 of the PFMA, obtained approval from National Treasury, for a departure from paragraph 8.4 of the PFMA SCM Instruction No. 3 of 2021/22.
3. PRASA is currently in the process of making provision and allocation of budget for the services required in this RFQ, which provision and/or budget allocation has not yet been completed at the time of the issuance of this RFQ.
4. PRASA will, however, ensure that provision and/or budget allocation is made prior to the award of business in this RFQ.
5. Accordingly, any award pursuant to this RFQ is strictly subject to PRASA, inter alia:
 - 5.1. securing the necessary funding allocation; and
 - 5.2. confirming that sufficient budget exists to meet the intended award.
6. PRASA undertakes to keep bidders reasonably informed of the progress and status of the funding allocation and budgeting process.
7. By submitting a bid, bidders expressly acknowledge and agree that PRASA reserves the right to cancel this RFQ at any stage prior to award, in the event that PRASA is unsuccessful in making sufficient provision and/or budget allocation for the required services.
8. PRASA shall not be liable for:
 - 8.1. any claim, loss, or damages of whatsoever nature arising from or in connection with a failure to source funding; or
 - 8.2. the non-award of tender due to a failure to source funding; and
 - 8.3. bidders waive any right to institute proceedings against PRASA in respect of the circumstances

contemplated above.

SIGNED at _____ on this _____ day of _____ 20____

Signature of Witness

1 _____

Name _____

Signature of Witness

2 _____

Name _____

Signature of Bidder's Authorised Representative: _____

Name: _____

Designation: _____"

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

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

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 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

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

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); and
- the 90/10 system for requirements with a Rand value above 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 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

1.4 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.

1.5 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. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

3.2. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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:

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		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)	Evidence required for specific goals
B-BBEE Level 1		5		B-BBEE Certificate/Affidavit (In case of a JV, a consolidated scorecard will be acceptable).
51% Black Owned		5		CIPC documents/ B-BBEE Certificate/Affidavit
Localisation	Within eThekweni Municipality boundary according to the Municipal Demarcation Board	5		Municipal councillor letter or Municipal utility bill or Lease agreement indicating your business location address

	Outside eThekweni Municipality boundary but within KZN	5		Municipal councillor letter or Municipal utility bill or Lease agreement indicating your business location address
TOTAL		20		

N.B

- A CIPC Registration Documents/CSD Registration Report will be used to verify the above evidence.
- Points will be awarded/allocated on a proportional/pro-rata basis.
- Formula: Number of Points allocated x Percentage (%) owned = Number of Points Claimed.

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm.....

4.3. Company registration number:

4.4. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SECTION 11

SCOPE OF WORKS / SPECIFICATION

1.1 Assessment Model

The final integrated external assessment will be done at a registered assessment site accredited by the QCTO where both theory and practical ability will be assessed. (Simulated environment) It will consist of a knowledge/theory test and the execution of a set of practical tasks that will be observed and evaluated by NAMB registered assessors. The total assessment will be conducted over a minimum period of two days.

1.2 Qualification Purpose

A Railway Track Master: Constructs, aligns, repairs and maintains permanent way infrastructure and associated works in the field of Civil Engineering to ensure the safe running of trains.

A qualified learner must be able to:

- Execute basic construction, maintenance and rehabilitation tasks on railway lines. NQF Level 2;
- Execute specialised railway construction and maintenance work NQF Level 3;
- Ensure the ongoing upgrading of the railway tracks, NQF Level 4;
- Manage rail construction and maintenance projects and processes, NQF Level 4.

1.3 Assessment Standards

1.3.1 Assessment Standards for the Qualification

Integrated Assessment Focus Area 1

Apply specific welding and joining techniques to execute basic and specialised railway construction, maintenance and rehabilitation tasks on railway lines.

Associated Assessment Criteria

- Wheel spin burns/battered rail ends are repaired using the appropriate grinding and welding techniques, appropriately selected tools, materials and equipment. All required measurements are made accurately according to the given diagrams and drawings, all OHS requirements are complied with in terms of the regulatory requirements and relevant codes of practice;
- Rail Manufactured frogs are repaired using the appropriate grinding and welding techniques, appropriately selected tools, materials and equipment. All required measurements are made accurately according to the given diagrams and drawings, all OHS requirements are complied with in terms of the regulatory requirements and relevant codes of practice;
- Railway switchblades are repaired using the appropriate grinding and welding techniques, appropriately selected tools, materials and equipment. All required measurements are made accurately according to the given diagrams and drawings, all OHS requirements are complied with in terms of the regulatory requirements and relevant codes of practice;

- Preventative grinding is executed using the appropriate grinding and welding techniques, appropriately selected tools, materials and equipment. All required measurements are made accurately according to the given diagrams and drawings, all OHS requirements are complied with in terms of the regulatory requirements and relevant codes of practice;
- Exothermic joints are cast using the appropriate grinding and welding techniques, appropriately selected tools, materials and equipment. All required measurements are made accurately according to the given diagrams and drawings, all OHS requirements are complied with in terms of the regulatory requirements and relevant codes of practice;
- Rail bound 14% cast manganese frogs are repaired using the appropriate grinding and welding techniques, appropriately selected tools, materials and equipment. All required measurements are made accurately according to the given diagrams and drawings, all OHS requirements are complied with in terms of the regulatory requirements and relevant codes of practice.

Integrated Assessment Focus Area 2

Apply civil construction processes and techniques to execute basic and specialised railway construction, maintenance and rehabilitation tasks on railway lines.

Associated Assessment Criteria

- Broken block joints/rails are identified, and the different types of breaks are described indicating the most likely causes for these breaks;
- Detailed planning of how to replace railway block joints/tracks describe all the required steps, materials that must be used and accurately indicates the potential risks and delineates a feasible time line for the work;
- The Clearances for a range of railway situations are accurately measured and evaluated indicating any deviations from standard;
- Explanations of the actions required to correct sub-standard clearances are according to internationally accepted railway standards and in accordance with local legislation and related codes of practice;
- Hand screening of railway ballast is executed according to the accepted standard and completed within the time frame and in compliance with all Occupational Health and Safety requirements;
- Constructed railway turnouts are evaluated, all defective components are identified and replaced according the internationally accepted railway standards and in compliance with all occupational health and safety standards and related legal determinations;

- Track geometry is accurately calculated in order to determine the relevant railway track standard and classification;
- Using the required tools and equipment the stress-free temperatures of various sections of railway track lines are determined and the most appropriate method for destressing the line is described according to the internationally accepted processes and the tested best practices.

Integrated Assessment Focus Area 3

Manage rail construction and maintenance projects and processes

***Associated Assessment Criteria* 734212**

- Measured results of track conditions are accurately read, interpret and the priority actions to deal with defects are listed and described in terms of internationally accepted railway practices and local legislative requirements;
- Various sections of railway tracks are inspected and the quality of the construction and maintenance work on these tracks are assessed. Reports on this assessment is accurate and indicates all the defects, problems and potential problems associated with the completed work;
- Reflection on the appropriate application of the occupational health, safety and environmental requirements associated with the work being done during railway track construction and maintenance demonstrates a deep understanding of the practical hazards and risks associated with railway construction and maintenance work;
- Planning for the execution of rail construction and maintenance activities are completed within the parameters of an approved budget and time frames and in compliance with all Occupational Health safety and environmental requirements;
- End products delivered by construction and maintenance machines are evaluated and quality assured according to the international leading practices for such work, all defects are identified, and the potential short, medium and long-term consequences of these defects are described.

1.3.2 Assessment Standards for Phases

There are no phase assessments

1.3.3 Assessment Standards for Part Qualifications

Part Qualification 01: Railway Track Welder

Integrated Assessment Focus Area 1

Apply specific welding and joining techniques to execute basic and specialised railway construction, maintenance and rehabilitation tasks on railway lines.

Associated Assessment Criteria

- Wheel spin burns/battered rail ends are repaired using the appropriate grinding and welding techniques, appropriately selected tools, materials and equipment. All required measurements are made accurately according to the given diagrams and drawings, all OHS requirements are complied with in terms of the regulatory requirements and relevant codes of practice;
- Rail Manufactured frogs are repaired using the appropriate grinding and welding techniques, appropriately selected tools, materials and equipment. All required measurements are made accurately according to the given diagrams and drawings, all OHS requirements are complied with in terms of the regulatory requirements and relevant codes of practice;
- Railway switchblades are repaired using the appropriate grinding and welding techniques, appropriately selected tools, materials and equipment. All required measurements are made accurately according to the given diagrams and drawings, all OHS requirements are complied with in terms of the regulatory requirements and relevant codes of practice;
- Preventative grinding is executed using the appropriate grinding and welding techniques, appropriately selected tools, materials and equipment. All required measurements are made accurately according to the given diagrams and drawings, all OHS requirements are complied with in terms of the regulatory requirements and relevant codes of practice;
- Exothermic joints are cast using the appropriate grinding and welding techniques, appropriately selected tools, materials and equipment. All required measurements are made accurately according to the given diagrams and drawings, all OHS requirements are complied with in terms of the regulatory requirements and relevant codes of practice;
- Rail bound 14% cast manganese frogs are repaired using the appropriate grinding and welding techniques, appropriately selected tools, materials and equipment. All required measurements are made accurately according to the given diagrams and drawings, all OHS requirements are complied with in terms of the regulatory requirements and relevant codes of practice.

Part Qualification 02: Railway Track Constructor

Integrated Assessment Focus Area 2

Apply civil construction processes and techniques to execute basic and specialised railway construction, maintenance and rehabilitation tasks on railway lines.

Associated Assessment Criteria

- Broken block joints/rails are identified, and the different types of breaks are described indicating the most likely causes for these breaks;
- Detailed planning of how to replace railway block joints/tracks describe all the required steps, materials that must be used and accurately indicates the potential risks and delineates a feasible time line for the work;

- The Clearances for a range of railway situations are accurately measured and evaluated indicating any deviations from standard;
- Explanations of the actions required to correct sub-standard clearances are according to internationally accepted railway standards and in accordance with local legislation and related codes of practice;
- Hand screening of railway ballast is executed according to the accepted standard and completed within the time frame and in compliance with all Occupational Health and Safety requirements;
- Constructed railway turnouts are evaluated, all defective components are identified and replaced according to the internationally accepted railway standards and in compliance with all occupational health and safety standards and related legal determinations;
- Track geometry is accurately measured and calculated in order to determine the relevant railway track standard and classification;

Using the required tools and equipment the stress-free temperatures of various sections of railway track lines are determined and the most appropriate method for destressing the line is described according to the internationally accepted processes and the tested best practices.

Part Qualification 03: Railway Track Construction and Maintenance Practitioner

Integrated Assessment Focus Area 3

Manage rail construction and maintenance projects and processes

Associated Assessment Criteria

- Measured results of track conditions are accurately read, interpreted and the priority actions to deal with defects are listed and described in terms of internationally accepted railway practices and local legislative requirements;
- Various sections of railway tracks are inspected and the quality of the construction and maintenance work on these tracks are assessed. Reports on this assessment is accurate and indicates all the defects, problems and potential problems associated with the completed work;
- Reflection on the appropriate application of the occupational health, safety and environmental requirements associated with the work being done during railway track construction and maintenance demonstrates a deep understanding of the practical hazards and risks associated with railway construction and maintenance work;
- Planning for the execution of rail construction and maintenance activities are completed within the parameters of an approved budget and time frames and in compliance with all Occupational Health safety and environmental requirements;

- End products delivered by construction and maintenance machines are evaluated and quality assured according to the international leading practices for such work, all defects are identified, and the potential short, medium and long-term consequences of these defects are described.

2 ASSIGNMENTS TO BE EVALUATED EXTERNALLY

None

3 CRITICAL ASPECTS OF THE INTERNAL ASSESSMENTS TO BE ASSESSED EXTERNALLY

- None

4 CRITERIA FOR THE REGISTRATION OF ASSESSORS

- External assessors must be in possession of a recognised qualification or trade that is accepted by the industry as appointment for the position of a Railway Track Master;
- External assessors must have at least five years practical experience working as a practicing Railway Track Master

5 FOUNDATIONAL LEARNING

This is an NQF level 4 qualification FLC is a requirement.

6 ELIGIBILITY REQUIREMENTS FOR THE EXTERNAL ASSESSMENT

In order to qualify for the external summative assessment learners must have a copy of a completed and signed Statement of Work Experience as well as proof of successful completion of the following subjects and modules or alternative programmes where applicable, as well as a signed logbook indicating that the work experience have been completed.

BILL OF QUANTITIES

<i>ITEM DESCRIPTION</i>	<i>UOM</i>	<i>QTY</i>	<i>UNIT PRICE</i>		<i>TOTAL</i>	
Track Master Training (NQF 4)	Person	1				
TOTAL						
VAT 15%						
GRAND TOTAL						