



**prasa**

PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

## REQUEST FOR QUOTATION (RFQ)

**KZN/PRASA/2025/06/08/Q**

**MAINTENANCE OF PERMANENT WAY INCLUDING POINTS (TURNOUTS, SLIPS AND CROSSINGS AND TRACK WELDING ON AS AND WHEN BASES AND EMERGENCIES BASES**

**BRIEFING SESSION :YES**

**DATE :24 JUNE 2025**

**TIME :10H00 AM**

**VENUE :65 MASABALALA YENGWA AVENUE DURBAN**



**SECTION 1: SBD1**

**PART A INVITATION TO BID**

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

BID NUMBER:	KZN/PRAS/2025/06/08/Q	CLOSING DATE:	02 JULY 2025	CLOSING TIME:	12:00PM
DESCRIPTION	MAINTENANCE OF PERMANENT WAY INCLUDING POINTS (TURNOUTS, SLIPS AND CROSSINGS AND TRACK WELDING ON AS AND WHEN BASES AND EMERGENCES BASES				

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX NO 07 SITUATED AT (STREET ADDRESS):

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

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO**

CONTACT PERSON	<b>Lindeni Cele</b>
TELEPHONE NUMBER	<b>031 813 0102</b>
E-MAIL ADDRESS	<b>Lindeni.cele@prasa.com</b>

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA..... .....

2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No		2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]			[IF YES, ANSWER THE QUESTIONNAIRE BELOW ]

## QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

### PART B: TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

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

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

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

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

#### 2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

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

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

SIGNATURE OF BIDDER: .....

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

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

DATE: .....

**NB:**

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

## **SECTION 2**

### **NOTICE TO BIDDERS**

#### **1. RESPONSES TO RFQ**

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

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

#### **2 COMMUNICATION**

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

#### **3 BIDDERS COMPLAINTS PROCESS**

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

- 3.1.1 Bid/Tender Description
- 3.1.2 Bid/Tender Reference Number
- 3.1.3 Closing date of Bid/Tender
- 3.1.4 Supplier Name
- 3.1.5 Supplier Contact details
- 3.1.6 The detailed compliant

#### **4 LEGAL COMPLIANCE**

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

#### **5 CHANGES TO QUOTATIONS**

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

#### **6 PRICING**

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

## **7 BINDING OFFER**

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

## **8 DISCLAIMERS**

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

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

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

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

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

## **9 LEGAL REVIEW**

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

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

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. PRASA is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a respondent who has failed to register on the CSD. Only foreign suppliers with no

local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

## 11 PROTECTION OF PERSONAL DATA

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

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

## 12 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.**

## 13 VALIDITY PERIOD

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

13.2 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.

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

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

## 15 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 will 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:

#### a. STAGE 1: COMPLIANCE REQUIREMENTS

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

#### Stage 1A- Mandatory Requirements

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

No.	Description of Requirement	Comply (yes/no)
a)	Completion of ALL RFP documentation	
b)	Completion of briefing Session Form D. Bidders must also fill and sign on the Compulsory Briefing Session Attendance Register	
c)	Signed Joint Venture, Consortium Agreement or Partnering Agreement (if applicable)	
d)	Supplier must submit the following <b>certified qualifications</b> . a) A minimum of three Qualified Track master with Certificate with valid C Green Certificate and valid Train Working Rules. b) A minimum of six Flagmen with Valid Flagmen Certificates c) A qualified Track Welder including Thermiting with Certificates d) A Professional Construction Health and Safety Officer accredited by SACPCMP	
e)	Bidders to fill and sign the closing /submission register on submission of tender documents.	

#### Stage 2 – Other Mandatory Requirements

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

Only bidders who comply with stage 2 will be evaluated further

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

No.	Description of requirement	
a)	Supply of valid SARS Pin	
b)	CSD supplier registration number	

No.	Description of Requirement	Comply (yes/no)
a)	Letter of Good Standing: COID	
b)	Tax Clearance Certificate (Valid as at the closing date of this RFQ) Or supply Sars pin.	
c)	Company registration documents, CSD registration number	
d)	Certified copies of Directors ID documents not older than 3 months	

Table 1: Other Mandatory Requirements

## STAGE 2: TECHNICAL / FUNCTIONALITY REQUIREMENTS

Qualifying bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is 80% as per the standard Evaluation Criteria presented in **Error! Reference source not found.** above. Bidders who score below this minimum requirement shall not be considered for further evaluation in stage 3.

Details of the technical/functional requirements are presented in the Table 2 below.

ITEM	CRITERIA	WEIGHT
	Organizational Experience	40
	Experience of key personnel	30
	List of Tools related to the scope of works	30
	<b>TOTAL</b>	<b>100</b>

Table 2: Technical Evaluation Criteria

## 39. Functional Evaluation Criteria

Bidders are evaluated based on the functional criteria set out in these RFP. Only those Bidders which score [80] points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid.

Details of the scoring methodology presented above are outlined below:

### 39. Functional Evaluation Criteria

Bidders are evaluated based on the functional criteria set out in these RFP. Only those Bidders which score [80] points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid.

Details of the scoring methodology presented above are outlined below:

#### Functionality evaluation matrix & Criteria:

Details of the detailed scoring method

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
<p>Organizational Experience</p> <p>Similar Projects for on-track Track works:</p> <ul style="list-style-type: none"> <li>• <i>Track/Perway maintenance</i></li> <li>• <i>Points Maintenance</i></li> <li>• <i>Track Welding</i></li> <li>• <i>Track Construction</i></li> </ul> <p><i>(N.B. Provide for each successfully completed project/s in the following sequence: Copy of an appointment letter/s (on a company letterhead), description of the project, Client name, Client contact (i.e., email and office number). Furthermore, attach completion certificates signed by client indicating type of work performed</i></p>	<p><b>40</b></p>	<p>Score will be based on successfully completed similar projects in the rehabilitation of railway track with On-track machines of which details are provided.</p> <p>1 point: 0 information -1 similar project            2 points: 2 similar projects            3 points: 3 similar projects            4 points: 4 similar projects            5 points: 5 and more similar projects</p>
<p>Experience of key personnel (based on CVs submitted)</p> <ul style="list-style-type: none"> <li>• <i>Track Inspectors /Track Masters</i></li> <li>• <i>Track Welder</i></li> <li>• <i>Safety Officer</i></li> </ul> <p><i>Evaluation will be done on all 3 personnel and maximum</i></p>	<p><b>30</b></p>	<p>Score will be allocated based on a minimum and more than five (5) years' experience:</p> <p>1 points: No information provided/Unrelated experience submitted/less than 5 years' experience on all the Skills - All listed key staff members have minimum 5 years' related experience.</p>

Evaluation Area	Weight	Technical/Functional Criteria and Scoring
<i>points shall be obtained on all 3.</i>		2 points: All listed key staff members have 6 - 7 years' related experience. 3 points: All listed key staff members have 8 - 9 years' related experience. 4 points: All listed key staff members have 10 - 11 years' related experience. 5 points: All listed key staff members have more than 11 years' related experience.
List of Tools  <i>Provide list of Machines /Tools for execution of works:</i>	<b>30</b>	Score will be allocated for Machine provided for Maintenance of Perway including Sets and Track Welding as listed.  0 points: No information provided. 1 point: No information provided – 10 of the listed machines. 2 points: 20 of the listed machines. 3 points: 30 of the listed machines. 4 points: 40 of the listed machines. 5 points: 50 of the listed machines.
<b>Total</b>	<b>100</b>	

**Note: Bidders that fail to achieve the minimum overall qualifying score of 80% on functional/ technical requirements will not be considered for further Price and Specific Goals (Stage 3) evaluation.**

### STAGE 3: PRICING AND Specific Goals

Bidders should provide their price proposal in envelope 2, which should include Form C (Financial Offer) and also provide proof of Specific Goals.

The following formula, shall be used by the Bid Evaluation Committee to allocate scores to the interested bidders :

The maximum points for this tender are allocated as follows:

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

### FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### POINTS AWARDED FOR PRICE

#### THE 80/20 PREFERENCE POINT SYSTEMS

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

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

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

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

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

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

any other invitation for tender, that the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicabl

## **SECTION 4**

### **SCOPE AND SPECIFICATION**

#### **1.SCOPE OF WORKS AND AREAS OF FOCUS**

The scope of work entails the maintenance of Perway including Sets and Track Welding for Kwa Zulu Natal Region on as and when bases. The contract will be valid for a period of twelve (12) months for the contracted service provider to perform the maintenance of track including Sets and Track Welding using teams and Perway small plant in line with the demand and Perway operational requirements. The Contractor shall do the work as directed by the Engineer or his/her representative and in accordance with the specifications set out in this tender/contract document.

#### **2. SCOPE OF THE DESIRED SOLUTION**

The scope of work required is for the service providers to provide maintenance of Permanent track including sets and track welding with teams on as and when bases to deal with maintenance backlog whilst our thin internal teams are busy with preventative maintenance. The contract will be valid for a period of 12 months for the contracted service provider to fulfil the contract in line with the demand and Perway operational requirements, respectively.

#### **3. REQUIRED PROFESSIONAL SERVICES**

There will be no Professional Services required for this project.

#### **4. INSURANCE REQUIREMENTS FOR THE PROJECT**

The contractor will be responsible for ALL RISK INSURANCE of the works. ALL RISK INSURANCE will cover and not limited to contract works insurance, public liability, off-site storage, SASRIA and theft.

#### **5. TARGETED AREA BY THIS PROJECT**

The place of work shall be the Kwa Zulu Natal Region corridors. The sequence of work shall be determined on an as and when basis based on operational requirements and availability of occupations. This will be communicated in time to the contractor.

#### **6. PRASA'S RESPONSIBILITIES**

PRASA will provide the following free of charge: -

All permanent way material required for the execution of the WORKS, but excluding the material as detailed in clause 3.2 of the E10-1996 General Specification.

All rails and Thermit kit will be provided by PRASA KZN and in case of wastage (Poor quality of joints) the contractor shall pay all material provided by Prasa on that joint.

## 7. MATERIAL AND LABOUR TO BE SUPPLIED BY CONTRACTOR

The Contractor shall provide all Supervision and Labour necessary for the proper execution and completion of the WORKS.

Prasa supports B.B.B.E.E. The Contractor shall make extensive use of labour of the local communities. When called upon by the Engineer, the Contractor shall provide documentary proof in this regard.

The Contractor shall be responsible for collecting materials from stores (Springfield) and returning released materials back to stores

The Contractor shall supply a fully qualified Track master to supervise on site activities.

The Contractor shall provide the necessary flagmen (Track helpers) for the Protection of his personnel at the working site/s.

## 8. MEASUREMENTS AND PAYMENT

Perway Maintenance: -

Measurement and payment will be as per the schedule of quantities.

The unit of measurement will be the hour or part thereof.

Points Maintenance: -

Fettling will be paid for as one sum for each set as per item 1 of the schedule of quantities.

Dayworks shall be paid for on an hourly rate.

The following equivalent values shall apply:

Single slip	=	2 sets of points.
Double slip	=	3 sets of points.
Diamond crossing	=	1 set of points.
Scissors crossing	=	5 sets of points.

Track Welding: -

The following values shall apply:

**WELDING OF CROSSINGS:**

Crossing nose	=	1 unit
Crossing wing rail	=	1 unit.

**WELDING OF SKIDMARKS:**

150mm measurement= 1 skidmark = 1 unit.

**EXOTHERMIC WELDING:**

1 Thermit weld joint = 1 unit.

**BATTERENDS:**

Battered rail end = 1 unit

**GRINDING**

Stock and switch = 1 unit

**9. STANDING TIME**

When the Contractor has been ordered to work and is available for work, but is not working due to a requirement, act or fault on the part of PRASA or any other Contractor working for Prasa, the Contractor will be paid standing time.

Only for time falling within the hours of duty specified.

Inclement weather

**10. INCREASE OR DECREASE IN COSTS**

No contract adjustment or escalation factors are applicable to this contract.

**11. OCCUPATIONS AND WORK PERMITS**

The Total occupations and work permits will only be granted for the installation of rails. 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 15:30 on weekdays. The Perway department shall apply for occupations/work permits, or “work between trains permits” 21 days in advance.

**12. PENALTIES FOR ILLEGAL OCCUPATIONS**

The Contractor is not allowed to work on site without an occupation notice or the required protection. Should the Contractor perform any work on site, without an occupation notice or without the required protection, then the Contractor shall pay to the Regional Engineer, Prasa, a penalty of R10, 000.00 (Ten Thousand Rands) or shall be blacklisted and not be allowed to tender for any work at Prasa. The decision as to the penalty for illegal occupation will be made by the Engineer.

### **13. PENALTIES FOR DELAYS TO TRAINS**

Should the Contractor cause delays to the train service, either by late finish of daily occupation or inability to comply with the working programme and scheduled occupations, then the Contractor shall pay to the Prasa KZN, a penalty of R80.00 per minute per train that was delayed. This penalty shall not exceed R10 000.00 (ten thousand five hundred rand) per incident.

### **14. SITE MEETINGS**

Site liaison meetings will be arranged by the Engineer as necessary. The Contractor or his duly authorised representative shall be available when called upon to attend site meetings with the Engineer or his representative.

### **15. DAY WORK**

Day work rates tendered per hour, should include all overhead charges, transport to and from the site, use of tools and equipment and any direct costs.

### **16. PLANT HIRE**

In the Schedule of Quantities and Prices, no provision has been made for plant required to be used on the WORKS. Tendered rates on the bill of quantities shall include all costs including acquisition and the operation of any plant, including operator, fuel, incidentals and any other indirect costs to render such plant operational.

### **17. LABOUR AND PLANT RETURNS**

Labour and Plant returns are required to be submitted weekly by the Contractor to the Engineer giving the following information:

- (i) All labour engaged on the site for each working day.
- (ii) All plant engaged on site for each working day.
- (iii) Description of work done.

### **18. SITE INSTRUCTION BOOK AND SITE DIARY**

Prasa will provide a site instruction book for any instructions that need to be issued to the Contractor. The Contractor will have to sign for all instructions issued and will be issued with copies of the instructions.

The contractor will be responsible for keeping a site diary with all information related to the contract. This diary will have to be kept making record of rain delays, production for

the day, visitors to the site, expected date of material delivery, material delivered daily, labour and plant on site each day, etc. This will have to be filled in daily and be signed and submitted to Prasa representative on site.

## **19. HOURS OF WORK**

No work will be permitted outside normal working hours, on Sundays, Saturdays Public Holidays, unless the permission of the Engineer has been obtained in writing.

The permission will only be granted to suit occupation periods granted or in other exceptional circumstances and under such conditions the Engineer may decide.

Normal working hours shall mean the period from 09:00 to 15:00 on normal weekdays.

## **20. FORM OF CONTRACT**

The standard PRASA GCC contract agreement will be used.

## **21. SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED**

This specification covers the work necessary for the maintenance of the Permanent way including Sets and Track Welding by the Contractor on a day-to-day basis and or emergency work in the Prasa KZN area.

This specification covers the work necessary for the maintenance of sets (turnouts, slips and diamond crossings).

The work includes: -

### **FETTLING**

Fettling shall include the following tasks:

- (i) All screws and bolts on a set are to be fastened.
- (ii) All missing screws and bolts are to be replaced.
- (iii) All lubrication is to be carried out.
- (iv) All ballast is to be boxed in correctly and a clearance of 50mm from the underside of the point's blade to the ballast is to be provided throughout the sweep of the blade.

### **RE-GAUGING, GEOMETRY RECTIFICATION AND MATERIAL REPLACEMENTS**

These tasks shall be performed for each set under dayworks:

- (i) All re-gauging required.
- (ii) All geometry rectification required (cant, lining and top).
- (iii) Replacement of all worn or missing material.
- (iv) Replacement of stock and switches.

### **PRODUCTION**

It is a requirement of the contract that the Contractor shall perform complete maintenance upon a minimum of 25 to 30 sets in any 30-day period.

## WELDING SPECIFICATIONS

This specification covers all the necessary work relating to track welding, (skidmarks, battered ends, grinding and welding of crossings, stock and switches 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.

## DEFINITION OF SKIDMARKS TO BE GRINDED AND WELDED

A Prasa representative will mark and measure the workload in advance.

All skidmarks shall be ground to the SSS specification to remove martinsite and cracks.

All skidmarks shall be welded and then be ground, all to the SSS specification.

It shall be left to the sole discretion of an authorized Prasa's representative which skidmarks shall be ground and welded.

Skidmarks that are to be welded will be measured in unit lengths of 240mm. Thus, if two or more skidmarks 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.

## 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 skidmark 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.

## GRINDING AND WELDING PROCESS

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

## 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. Penalties, as set out in clause 4.10 of the General -Specifications of this contract, shall be claimed from the Contractor for any work that has not been completed by the end of the occupation time and thus results in delays to the train service.

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. If found that this requirement is not adhered to, severe penalties will be levied as specified in clause 4.10.

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 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 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 School of Rail. Such training shall be for the account of the Contractor.

## **22. DURATION**

The duration for this contract shall be 12 months.

## **23. PRODUCTION**

The workload required per welder per day is as followed:

a) 10 Skidmarks

*Or*

b) 4 Thermit welds

*Or*

c) 2 Crossings

*Or*

d) 10 Battered rail ends

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

## **24. PROFESSIONAL TECHNICAL STAFF REQUIREMENTS**

The contractor shall provide qualified and experienced professional staff with the following key professional expertise.

- Track Welder
- Track Master
- Flagman
- Construction Health and Safety Officer

#### KEY PROFESSIONAL STAFF

Experience key professional staff in relation to the scope of work – Professionals Services:

##### ***Track Welder***

The desired minimum qualifications for the Track Welder are as follows:

- Track Welder Certificate with Thermoiting Certificate)
- Minimum 5 years post experience in the Perway railway industry.

##### ***Track Masters / Site Supervisors***

- All work shall be supervised by a fully qualified Trackmaster in possession of a valid Trackmaster certificate, inclusive of trains working, valid and up to date category 'C' certificate.
- Minimum 5 years' experience as a qualified Trackmaster.
- Minimum 5 years' experience in the Perway and Track work.
- A valid train working certificate for the Trackmasters (refresher course for on-track protection) and a valid category C (refresher course) must be submitted by the successful bidder within 14 working days from award.

##### ***Flagmen***

- Qualified flagmen for the protection of the work site with valid flagman certificates and up to date refresher training certification.
- A minimum of four qualified flagmen shall be deployed for each occupied section.

##### ***Health and Safety Officer***

The desired minimum qualifications for the SACPCMP Professional Construction Health and Safety Officer are as follows:

- Minimum of 5 years industry experience as a health and safety officer.

## **25. TECHNICAL INFORMATION TO BE PROVIDED WITH TENDER**

None

### **Contract area**

The contract area will be the track owned or maintained by PRASA RAIL within the limits of PRASA KWA ZULU NATAL PROVINCE.

### **Duration of contract**

The contract will commence on approximately 30 calendar days after award and continue for a period of Twenty-Four (12) months.

## **26. THE CONTRACTOR'S GENERAL OBLIGATIONS**

The Contractor's general obligations under the Contract comprise: -

Maintenance of railway track and the provision of on-track maintenance teams and all accessory tools and equipment of the types and nature stipulated in the Project Specification and

The provision of all labour, supervisory personnel and specialized tradesman required to undertake the duties and functions required in terms of the Contract and everything, whether of a temporary or permanent nature, required for performance of the Work and services to be provided in terms of the Contract.

## **27. WORKMEN**

All persons employed by the Contractor to carry out the Contract shall be competent, responsible and of good character.

If, in the opinion of the Technical Officer, any person employed by the Contractor is inefficient, negligent, disrespectful, or objectionable, the Technical Officer may, after consultation with the Contractor, instruct that such person be removed from the WORKS.

During the currency of the Contract, the Contractor shall not approach any employee of PRASA with a view to offering them employment in any capacity whatsoever.

The Contractor shall ensure that all staff transported from Contractor's depot to the area of work/site.

The attention of the Contractor is directed to the requirements of safety legislation and regulations about storage and transport of dangerous substances, accommodation, and transport of people.

Staff shall only be allowed to travel in approved accommodation or cabin facilities.

## **28. HOURS OF WORK**

The Contractor shall conform to the hours of duty laid down by the Technical Officer.

When required, the Contractor shall work either overtime, on paid public holidays, Saturdays, or Sundays.

Work shall not be suspended for rain or inclement weather unless otherwise agreed by the Technical Officer.

## **29. COMPLIANCE WITH STATUTES AND SAFETY RULES**

The Contractor shall comply with all applicable legislation and PRASA safety requirements. The costs of such compliance shall be borne by the Contractor and shall be deemed to have been allowed for in the rates and prices in the Contract.

The Contractor shall comply with the following Acts: -

- (i) The Compensation for Occupational Injuries and Diseases Act, (Act 130 of 1993); The Contractor shall produce proof of his/her registration and good standing with the Compensation Commissioner in terms of the Act.
- (ii) The Occupational Health and Safety Act (Act 85 of 1993); The Contractor is in terms of section 37(2) of the Occupational Health and Safety Act 85 of 1993, deemed to be an employer in his/her own right with duties as prescribed in the Act, and agrees to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the Act in respect of all persons in his/her employment, other persons on the premises or the site or place of the works or on the works to be executed by the contractor and under his/her control in terms of the Contract. The agreements in this Contract and all documents attached or referred to, form an integral part of the arrangements and procedures mentioned in the aforementioned section.
- (iii) The Explosives Act (Act. 15 of 2003) as amended; The Contractor shall when applicable, furnish the Project Manager with copies of the permits authorizing him or his employee, to establish an explosives magazine on or near the site and to undertake blasting operations in compliance with the Act.
- (iv) The Labour Relations Act, 1995 (Act No. 66 of 1995);
- (v) The Basic Conditions of Employment Act, 1997 (Act No. 75 of 1997);
- (vi) The Employment Equity Act, 1998 (Act No. 55 of 1998);
- (vii) Value-added Tax Act, 1991 (Act. No. 89 of 1991);
- (viii) Income Tax Act, 1962 (Act No. 58 of 1962);
- (ix) National Railway Safety Regulator Act, 2002 (Act No. 16 of 2002); and
- (x) Provincial Ordinances and Local Authority By laws, and all relevant Regulations framed there under having an effect on his/her business or the operator provided in terms of this agreement.

The Contractor shall comply with the current PRASA Specification E.4E, Safety Arrangements and Procedural Compliance with the Occupational Health and Safety Act, Act 85 of 1993 and Regulations, and shall, before commencement with the execution of the Contract, which shall

include site establishment and delivery of construction plant, equipment or materials, submit to the Technical Officer,

- documentary proof of his/her procedural compliance with the Act and
- particulars of the Health and Safety Program to be implemented on the site in accordance with the Specification E.4E.

The Contractor's Health and Safety Program will be subject to agreement by the Technical Officer, who may order supplementary and/or additional safety arrangements and/or different safe working methods to ensure full compliance by the Contractor with his/her obligations as an employer in terms of the Act.

The Contractor shall comply with the current Specification for Works On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment – E7/1, if applicable, and shall take particular care of the safety of his/her employees working on or in close proximity to a railway line during track occupations as well as under normal operational conditions. They shall also comply with all other safety requirements, regulations, and guidelines of PRASA applicable to the nature of WORKS carried out under the Contract, and as instructed by the Technical Officer from time to time.

In addition to compliance with clause 5.8.2 hereof, the Contractor shall report all incidents contemplated by Section 24 of Act. 85 of 1993, as well

The term "safety rules" in clauses 5.8.1 and 5.8.2 is used in a generic sense and refers to all PRASA arrangements, procedures, and requirements, pertaining to safety, specified, or incorporated by reference in the contract documents, such as the Specification for Work On, Over, Under or Adjacent to Railway Lines and near High Voltage Equipment, E7/1, the Electrical Safety Instructions - High Voltage Equipment. (Copies of these documents are available for inspection at the offices of PRASA.)

### **30. PLACE OF WORK**

The Track Manager shall determine where the Work shall be performed.

The Contractor shall make the necessary arrangements to move the material issued by Prasa by truck from Perway Stores to site and tendered rates shall include this activity.

### **31. RECORDS AND INSTRUCTION BOOKS**

The Contractor shall submit such returns as may be required by the Technical Officer. He shall also provide and keep on each team a duplicate carbon copy book, A4 size, the Workbook, in which instructions and events concerning the contract work shall be recorded, signed, and dated by the Technical Officer or his/her deputy, and the Contractor.

### **32. CARE OF MATERIAL SUPPLIED BY PRASA**

Any material supplied by PRASA shall be used in the most economical way, and the Contractor shall take all reasonable care to prevent loss or damage thereof. Any material lost or damaged through negligence on the part of the Contractor or his/her employees shall either be made good by the Contractor or PRASA will replace it. The

value of the material replaced by PRASA, including the cost of transport at normal tariffs applicable to the public, will be deducted from any money due to the Contractor or recovered in any other way.

### 33. TECHNICAL SPECIFICATIONS RELATED TO THIS PROJECT

- The Project Specification (this specification).
- The Schedule of Quantities
- The E 10 specifications (1996).
- The Permanent Way Instructions.
  
- Manual for track maintenance (2000)
- The E 4 specifications.
  
- General conditions of contract
- Specification for Works on, over, under or adjacent to Railway lines and near High Voltage
- Equipment, SPK7/1 (September, 1999).
- SSS1 - Safety with regards to track welding.
- SSS2 - Safe handling and use of gas equipment.
- SSS3 - Metallurgical guidelines and tests.
- SSS5 - Preheating and post heating.
- SSS6 - Grinding and welding process.
- SSS7 - Wheel spin burns (Skidmarks)
- SSS8 - Repairs of battered rail ends.
- SSS9 - Repair of sagged flash butt welding joints.
- SSS10 - Repair of rail manufactured frogs.
- SSS11 - Exothermite welding of rails. (Thermit)
- SSS12 - Repair of points blades with arc welding process.

### 34. LIST OF TOOLS RELATED TO THIS PROJECT

Below is some of critical tools required for executing this works

ITEM NUMBER	TOOLS AND EQUIPMENT	AVAILABLE (YES/NO)	QUANTITY (IF YES)
1	Augers screw		
2	Bars, straightening		
3	Billhooks		
4	Blades, railsaw,343mm		
5	Blades hacksaw,H.S.305		
6	Boards sighting and blocks set		
7	Braces, auger		
8	Claw bars		
9	Coachscrewing machine		
10	Cold chisel		

11	Cold set with handles		
12	Concrete sleeper carriers		
13	Drills for rail boring machine		
14	Files auger		
15	Fist clipevers		
16	Fork ballast		
17	Gauge, track		
18	Hammer, dogging		
19	Hammer, striking		
20	Handles, pick and beater		
21	Jacks 'A' track		
22	Jacks 'B' track		
23	Jerrycans		
24	Jimcrows and crowbar		
25	Jimcrows, vertical		
26	Joggled fishplates with clamps		
27	Keydrifts for cast iron chair		
28	Vehicles 7 to 10 ton		
29	Mini rollers		
30	Padlock with keys		
31	Picks		
32	Plumbbobs		
33	Point clamps		
34	Rail-boring machines (hand)		
35	Rail-boring machines (power)		
36	Rail tongs		
37	Load lines		
38	Saws, rail (power)		
39	Shims or expansion pieces		
40	Sleeper boring machine		
41	Trollies, flat		
42	Pionjars		
43	Disc cutter		
45	Torque wrench		
46	Angle Grinder		
47	Disk Cutter		
48	Generator		
49	4 Wheeler (Grinder)		
50	2 Wheeler (Grinder)		

51	Rail Shear		
52	Welding Machines		

### 35. PRICING

**SCHEDULE OF QUANTITIES AND RATES/PRICES  
MAINTENANCE OF PERWAY INCLUDING POINTS AND WELDING FOR PRASA KZN REGION**

Item No	DESCRIPTION	UNIT	QTY	RATE R	C
<b>1-3</b>	<b>NORMAL DAY</b>				
<b>1</b>	<b>PERWAY MAINTENANCE</b>				
1.1	Gang (Trackmaster+ 2 Flagmen+ 16 track workers)	hr	1		
<b>2</b>	<b>POINTS MAINTENANCE</b>				
<b>2.1</b>	<b>FETTLING; Rates shall include the following</b>	ea	1		
	(i) All screws and bolts on a set are to be fastened.				
	(ii) All missing screws and bolts are to be replaced.				
	(iii) All lubrication is to be carried out.				
	(iv) All ballast is to be boxed in correctly and a clearance of 50mm from the underside of the points blade to the ballast is to be provided throughout the sweep of the blade.				
<b>2.2</b>	<b>DAYWORKS; rates shall include the following,</b>	hr	1		
	(i) All re-gauging required.				
	(ii) All geometry rectification required (cant, lining and top.				
	(iii) Replacement of all worn or missing material.				
	(iv) Replacement of stock and switches.				
<b>2.3</b>	<b>LABOUR RATES</b>				
2.3.1	Trackmaster	hr	1		
	SUB TOTAL				
	VAT				
	GRAND TOTAL				

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.

**Supplier Signature** \_\_\_\_\_

**\*NB: Failure to complete and sign the above confirmation will result in automatic disqualification.**

**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

### PRICING, BOQ/BOM AND DELIVERY SCHEDULE

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

- 1 Prices must be quoted in South African Rand, inclusive of all applicable taxes.
- 2 Price offer is firm and clearly indicate the basis thereof.
- 3 Pricing Bill of Quantity is completed in line with schedule if applicable.
- 4 Cost breakdown must be indicated.
- 5 Price escalation basis and formula must be indicated.
- 6 To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilize a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 7 Please note that should you have offered a discounted price(s), PRASA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- 8 Respondents are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Respondent. PRASA may:
  - 8.1 Negotiate a market-related price with the Respondent scoring the highest points;
  - 8.2 If that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points;
  - 8.3 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;
  - 8.4 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFQ.

## SECTION 6.

### **PRASA GENERAL CONDITIONS OF PURCHASE**

#### **General**

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

#### **Conditions**

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

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

#### **Price and payment**

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

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

#### **Delivery and documents**

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

Where items are to be delivered the Supplier:

Clearly marks the outside of each consignment or package with the Supplier's name and full details of the destination in accordance with the order and includes a packing note stating the contents thereof; On dispatch of each consignment, sends to PRASA at the address for delivery of the items, an advice note specifying the means of transport, weight, number of volume as appropriate and the point and date of dispatch; Sends to PRASA a detailed priced invoice as soon as is reasonably

practical after dispatch of the items, and states on all communications in respect of the order the order number and code number (if any).

### **Containers / packing material**

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

### **Title and risk**

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

### **Rejection**

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

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

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

### **Warranty**

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

### **Indemnity**

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

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

**Assignment and sub-contracting**

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

**Governing law**

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

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who

---

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

is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### **3 DECLARATION**

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder,

---

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

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

## **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).

1.2 The applicable preference point system for this tender is the 80/20 preference point system.

(a) The lowest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and Specific Goals</b>	<b>100</b>

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

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

## 2. DEFINITIONS

(a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### POINTS AWARDED FOR PRICE

#### THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

A maximum of 80 or 90 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 tender under consideration

$P_t$  = Price of tender under consideration

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

### 3. 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:

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

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

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

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

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

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

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

#### SPECIFIC GOALS AND TARGETS

**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	Acceptable Evidence	Number of points allocated (80/20 system) (To be completed by	Number of points claimed (80/20 system) (To be completed by the tenderer)
---	---------------------	---	---

B-BBEE (Minimum Level 2)	BEE Certificate / Affidavit (in case of JV, a consolidate scorecard will be	10	
EME or QSE 51% Black Owned	Audited Annual Financial/ B-BBEE Certificate / Affidavit	6	
51 % Black Owned	CIPC Documents / B- BBEE Certificate/Affidavit	4	
TOTAL		20	

### DECLARATION WITH REGARD TO COMPANY/FIRM

3.3. Name of company/firm.....

3.4. Company registration number: .....

#### 3.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

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

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

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....