REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: KZN/PRASA/2026/08/04/Q-1

REQUEST FOR QUOTATION (RFQ): FOR SERVICE PROVIDER TO REPAIR HIGH VOLTAGE WARNING SYSTEM UTILISED IN THE KWAZULU NATAL PROVINCE BY THE ROLLING STOCK DEPARTMENT FOR PERIOD OF 36 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/2026/08/04/Q-1**	CLOSING DATE:	**27 AUGUST 2026**	CLOSING TIME:	**12H00PM**
DESCRIPTION	**FOR SERVICE PROVIDER TO REPAIR HIGH VOLTAGE WARNING SYSTEM UTILISED IN THE KWAZULU NATAL PROVINCE BY THE ROLLING STOCK DEPARTMENT FOR PERIOD OF 36 MONTHS**				

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX 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	**SIPHESIHLE MIYA**
TELEPHONE NUMBER	**O31 813 3089**
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/WORKSOFFERED?**	☐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 PRASA 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-SERVICE PROVIDERS 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.

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

2 COMMUNICATION

Bidder/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 (Complaints@prasa.com) for lodging of complaints to PRASA in relation to this bid process. The following minimum information about the bidder must be included in the complaint:

3.1.1 Bid/Tender Description.

3.1.2 Bid/Tender Reference Number.

3.1.3 Closing date of Bid/Tender.

3.1.4 Supplier Name.

3.1.5 Supplier Contact details; and

3.1.6 The detailed compliant.

4 LEGAL COMPLIANCE

The successful Bidder 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 Bidder 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 RFQ 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)/works and request Bidders to re-bid on any changes;
- Reject any Quotation which does not conform to instructions and specifications which are detailed herein; and
- 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 bidder, 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 bidder.

Should the preferred bidder 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 bidder provided that he/she/it is still prepared to provide the required goods at the quoted price.

9 LEGAL REVIEW

Proposed contractual terms and conditions submitted by a bidder 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

Bidders 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 bidder 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 Bidders. PRASA agrees that it shall only process the information disclosed by Bidders 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 Bidders or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Bidders. Similarly, PRASA requires Bidders 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 in choosing a Supplier/Service Provider:

EVALUATION CRITERIA	WEIGHTING
Stage 1	**Compliance**
Stage 1	Returnable documents
Stage 2	**Price and specific goals**
Price	80
Specific Goals	20
EVALUATION CRITERIA	**WEIGHTING**
TOTAL	100

13 ADMINISTRATIVE RESPONSIVENESS

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

14 VALIDITY PERIOD

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

14.2 Bidders 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 bidder(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

Bidders 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 Bidders *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 Bidders 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 Bidder's disqualification. Bidders are therefore urged to ensure that all documents are returned with their Quotations.

SECTION 3

EVALUATION CRITERIA

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	TICK
a)	Completion of ALL BOQ line items	
b)	Bidders to fill and sign a closing register; failing which the bidder must provide proof that the document was submitted on time.	

Stage 2: Technical / Functionality Requirements

Note: The Technical or Functionality criteria must be guided by the project scope of work and area of focus.

ITEM	CRITERIA	WEIGHT
a)	SERVICE PROVIDER EXPERIENCE	50
b)	TECHNICAL PERSONEL EXPERINCE	50
	TOTAL	**100**

Scoring of Functionality:

Bidders that meet the stipulated compliance requirements will be further evaluated on functionality. The minimum score for functionality is **70%** and bidders who score below this minimum will not be considered for further evaluation in terms of price and specific goals.

FUNCTIONALITY CRITERIA	TYPE OF EVIDENCE REQUIRED	MAXIMUM POINTS	WEIGHT
A: SERVICE PROVIDER EXPERIENCE IN REPAIRS TO HIGH VOLTAGE WARNING SYSTEM WORKS	Bidders should indicate the experience of previous work done in Repairs to High Voltage Warning System or similar works. **Letter of appointment or contract or purchase order in relation to reference letter or final completion certificate should have contactable details in the last 7 years.** Evidence required: The bidders are to submit the following documents:	**50 Points** – Provide proof of completed five (5) projects **40 Points** – Provide proof of completed four (4) projects **30 Points** – Provide proof of completed three (3) projects **20 Points** – Provide proof of completed two (2) projects **10 Point** - Provide proof of completed one (1) project **0 Points** - No Submission/ Irrelevant Information.	**50**

FUNCTIONALITY CRITERIA	TYPE OF EVIDENCE REQUIRED	MAXIMUM POINTS	WEIGHT
	• Provide appointment letter or contract or purchase order for each project and • Provide a reference letter or completion certificate relating to the appointment letter or purchase order or contract. One of the documents must indicate the value of the works. ***Note: No points will be awarded to bidders who fail to submit either a letter of appointment or contract or purchase order that is accompanied by either a reference letter or completion certificate.***		
B: TECHNICAL PERSONEL EXPERINCE (Individuals in the Company) Minimum Requirements	**Previous experience in repairs to high voltage warning system works or similar work (CV, academic qualifications and Identity document)**		
Site Supervisor	Service Provider must submit 1 CV for 1 Site Staff with the following qualifications are acceptable: Instrument Mechanician/ Electrician/Electrical Fitter/Electronics Technician/Engineering Technician (light or heavy current) in any relevant experience pertaining to the scope of work of calibration.	**50 Points** - Five (5) years' experience in repairs to high voltage warning system works or similar projects **40 Points** - Four (4) years' experience in construction industry works on similar projects. **30 Points** - Three (3) years' experience in repairs to high voltage warning system works or similar projects.	**50**

FUNCTIONALITY CRITERIA	TYPE OF EVIDENCE REQUIRED	MAXIMUM POINTS	WEIGHT
		20 Points – Two (2) years' experience in repairs to high voltage warning system works or similar projects. **10 Points** - (1) years' experience in repairs to high voltage warning system works or similar projects **0 Points** - No submission (0) and unrelated projects.	
TOTAL **Minimum of 70% must be achieved to qualify to next evaluation stage (Price 80 and 20 Specific Goals)**			**100**

STAGE 3: PRICING AND 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 as follows:

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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 tender 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
Black Women Owned	10		Certified copy of the identity document of the owner/s
Black Youth Owned	5		Certified copy of the identity document of the owner/s
Black People Living in Rural Areas	5		Municipal/Eskom bill or letter from Induna/chief confirming residential address not older than 3 months
TOTAL	**20**		

NB:

- **CIPC Registration/CSD Documents 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 4 – Returnable Documents

The following documents must be submitted with the tender. If they are not submitted or incomplete, they will be requested within three (3) working days from the most suitable service provider before recommendation of award.

No.	Description of requirement	TICK
c)	Completion of ALL RFQ documentation, ALL declarations, ALL Standard Bidding Documents. *Above must be completed & duly signed where applicable*	
d)	Joint Venture / Consortium agreement / Trust Deed/ Confirmation in writing of their intention to enter into a JV or consortium agreement signed by all parties should they be awarded business by PRASA through this RFQ process (if applicable) *Must be completed & duly signed*	

No.	Description of requirement	TICK
e)	Valid Tax Status Certificate/ Valid SARS Pin (must be valid on closing date of submission of the proposal)	
f)	CSD supplier registration number	
g)	Valid letter of good standing from Dept of Labour, COIDA 130 of 1993	

Table 1: Evaluation Criteria

OBJECTIVE CRITERIA

4.1 Section 2(1)(f) of the PPPFA empowers an organ of state to award a tender to the highest scoring bidder unless there is an objective criterion that justifies the award to another tenderer.

4.2 PRASA reserves the right to apply the objective criteria for this bid.

4.3 PRASA may award a bid to a bidder that did not score the highest points under the following circumstances:

a) A negative track record of the bidder in other related projects.

b) spreading the award to bidders that have not been previously appointed.

c) the need to avoid concentrating on awards to the previously appointed bidders. Prasa shall consider the following:

i. the number of bid(s) awarded to the highest scoring bidder(s) in the preceding financial years.

ii. the capacity of the highest scoring bidder(s) despite the previous appointments.

iii. the value and scope of the bid(s) already awarded to the highest scoring bidder(s).

iv. the materiality of the price difference between the highest scoring bidder and other bidders; and

v. whether the goods, services or works are of a specialized nature.

SPLITTING OF AWARDS

4.4 PRASA reserves the right to split the award of this bid to more than one service provider, provided that the nature of the services or goods or works to be provided are capable of being split to more than one service provider.

APPOINTMENTS OTHER THAN THE SUCCESSFUL BIDDER

4.5 PRASA may appoint a bidder other than the successful bidder under the following instances:

(i) When a successful bidder, after having been informed of the acceptance of its Bid, fails to sign a contract within a prescribe period of time e.g. 14 (fourteen) days after being called upon to do so.

(ii) When a successful bidder has failed to provide the necessary security, bonds or guarantees within the time required to do so by PRASA.

(iii) When a successful bidder fails to meet a condition precedent for the award of business (e.g. to obtain the necessary funding); and

(iv) When final contract negotiations with a preferred bidder fails and a contract is not agreed upon.

4.6 PRASA will only award a bid to a bidder other than the highest scoring bidder provided that such bid is still within the bid validity period.

4.7 Only if the second ranked bidder is also unable/unwilling, PRASA may proceed to the third ranked bidder.

SECTION 4

PRICING AND DELIVERY SCHEDULE

Bidders 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 (delete if not 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 Bidders are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Bidder. PRASA may:

9 Negotiate a market-related price with the Bidder scoring the highest points.

10 If that Bidder does not agree to a market-related price, negotiate a market-related price with the Bidder scoring the second highest points.

11 If the Bidder scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Bidder scoring the third highest points.

12 If a market-related price is not agreed with the Bidder scoring the third highest points, PRASA must cancel the RFQ.

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

Governing law

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

SECTION 6 **SBD4**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or 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[1] 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 Bidder's declaration regarding PEPs/PIPs

PRASA requires bidders to disclose if they have Politically Exposed Persons ("PEP")[2] or Prominent Influential Persons ("PIP")[3] and related individuals in their organization and/or beneficial owners / shareholders who are PEP/PIP.

PRASA reserves the right not to enter into a business relationship with such person, official or entity, provided there are objective factors that justify the conclusion of such business relationship, and the decision is based on achieving the best interest of PRASA.[4]

3.1 Is the bidder a PEP/PIP? **YES/NO**

3.2 Does the bidder have an existing relationship with a PEP/PIP? **YES/NO**

3.3 Where a relationship with a PEP/PIP exists, the bidder is required to furnish particulars of the nature of the exposure, term of the office and description of activities relating to exposure, in table below.

Name of PEP/PIP & Nature of the Exposure/Influence	**Term of the office**	**Description of activities relating to Exposure/Influence**

[2] Both foreign and domestic politically exposed person as specified in Schedule 3A and 3B of the Financial Intelligence Centre Act No. 38 of 2001 as amended. (refer to Annexure 2 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties).

[3] As reflected in Schedule 3C of the Financial Intelligence Centre Act No.38 of 2001 (refer to Annexure 2.1.2 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties).

[4] Clause 4.5 of the PRASA Code of Conduct for dealing with Politically Exposed Persons, Prominent Influential Persons and Related Parties.

3.4 Declaration:

I/We the undersigned _____ (Name) hereby certify that the PEP/PIP information furnished in this bid document is true and correct. We further certify that we understand that where it is found that we have made a false declaration or statement in this bid, PRASA may disqualify our bid or terminate a contract we may have with PRASA where we are successful in this tender.

_____ _____

Signature Date

_____ _____

Position Name of Bidder

4 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:

4.1 I have read, and I understand the contents of this disclosure.

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

4.3 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[5] will not be construed as collusive bidding.

4.4 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.

4.4 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.

4.5 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.

4.6.1 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

[5] 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.

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, 3 and 4 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

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); 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.

b) Either the 80/20 preference point system will be applicable in this tender. The lowest/ highest

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.

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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

i. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

ii. POINTS AWARDED FOR SPECIFIC GOALS

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:

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

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

preference point system: or

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

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

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

***(Note to organs of state: Where 80/20 preference point system is applicable, corresponding points must also be indicated as such. Note to tenderers: The tenderer must indicate how they claim points for each preference point system.*)**

The specific goals allocated points in terms of this tender	**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**
Black Women Owned	10		Certified copy of the identity document of the owner/s
Black Youth Owned	5		Certified copy of the identity document of the owner/s
Black People Living in Rural Areas	5		Municipal/Eskom bill or letter from Induna/chief confirming residential address not older than 3 months
TOTAL	**20**		

NB:

- **CIPC Registration/CSD Documents 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

3. Name of company/firm…….

4. Company registration number: ……..

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]

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 service provider 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 service provider, 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 7

SCOPE OF WORK

1.1. Scope of Contract

This Purchase agreement and Specifications covers repairs to High Voltage Warning System that is utilised in KZN Rolling Stock for a period of 36 months

1.2. Duties of contractor

The duties of the contractor are to:

a) Be prepared to repair all emergency breakdowns within 24 hours after the initial call from Durban Metrorail region
b) Provide Metrorail with a written quotation (for their approval) before any work is carried out.
c) All replaced parts and components to be handed to the Metrorail representative Maintenance Workshop.
d) Contractor shall be required to:
   - Utilize the manufacturer's norms as per their maintenance manuals against which completed work is measured (tested) and accepted.
   - Execute inspections on a continuous basis in order to ensure that the agreed standards are adhering to.
   - Utilize efficient and reliable administrative control systems to produce the necessary invoices, defect reports and work order records.
e) Once the work has been completed, the contractor shall also submit the job card to Metrorail (stating the level of refurbishment done) and the invoice for payment.
f) Should the contractor suspect that the plant is being abused due to operator default, he is to timeously report it to the Metrorail representative.
g) The contractor must submit a safety file to the Rolling Stock Risk department after being awarded the contract. A site access certificate, which authorises the contractor to be on site, will be issued after the safety file is approved and safety induction completed.
h) Scaffolding must be erected by a certified person who holds a certificate competency etc.

1.3. Duties of Metrorail

Metrorail will:

a) Inform the contractor once there are defects that need to be attended to.
b) Ensure a Purchase Order is submitted to the contractor before any work is executed.
c) Ensure that the successful bidder undergoes orientation regarding safe working procedures in the depot.

2. Measurement and Payment

a) Prices quoted shall be exclusive of V.A.T.
b) The contractor labour rate shall include inter alia:
   - All travelling costs and any other expenses experienced by the contractor in the execution of his duties.
   - Testing of machines.
   - All sundries e.g. Oil, rags, O-rings, bolts, nuts, washers, etc.
c) The contractor must ensure that the corresponding reference number appears on the invoice. (The job-card must be attached to the invoice.)

3. ***Contract period and value:***
   - This contract shall commence within one week of its award and will be over a period of three years or attaining its value. The contract will terminate, either when the thirty-six months or the contract value is reached, whichever comes first.

4. ***Termination of contract:***
   Metrorail KZN reserves the right to cancel the contract at any time during the stipulated period due to the contractor not performing according to the requirements of the agreement.

5. ***Price adjustments:***
   - Prices will be fixed for the first year of the contract.
   - Price adjustments for the second and third year will be taken into cognisance, which may result in an increase or decrease in the unit price of the product. A compulsory meeting will be convened by both parties (Metrorail KZN and the Contractor) to determine the price adjustment. This adjustment will be verified/ confirmed by both parties before acceptance by means of a written notification. The price adjustments will be based on CPI index.

6. **General**
   - The contractor is responsible for the safekeeping of all equipment in his possession. Any loss of, or damage to equipment (while in his possession) will be for the contractor's account.

   - It is a requirement of this contract that the contractor supply Metrorail with sufficient proof of relevant previous experience before the contract can be awarded. Qualifications and CV of staff that will be undertaking the repairs, indicating their qualification and relevant experience. The following qualifications are acceptable: Electrician/Electrical Fitter/Electronics Technician/Engineering Technician (light or heavy current).
   - Metrorail reserves the right to disassemble and strip any item that has been repaired to ascertain whether the repair was carried out in accordance with the prescribed specification, and the spares invoiced. Any irregularities will be reported to the contractor as well as Metrorail, who have the right to cancel contract/agreement.

7. **Warranty**
   All repairs to carry a 6-month workmanship warranty and 30 days on all electrical components.

8. ***Penalties:***
   - Should the Contractor fail to deliver on the agreed date, a penalty of 1% per day will be charged on the total value of the Purchase order (PO) but shall not exceed 10 percent of the total value of the PO.
   - PRASA KZN reserves the right to test the product at any given time during the contract period for compliance. The Supplier will be held liable with costs for any deviations in the specifications which may have resulted in damages and downtime to Rolling Stock equipment. A meeting will be arranged by both parties (PRASA and the Contractor) to discuss the outcome of the investigation and costs incurred were necessary.

SECTION 8

BILL OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	Year 1		Year 2		Year 3	
				R	C	R	C	R	C
1	Replace Multi range timer - T2M	1	Ea						
2	Replace Solid state relay – SSR 25 AA	1	Ea						
3	Replace Relay-MKS3P1-5	1	Ea						
4	Replace Deebar-Mechanical isolating switch with key	1	Ea						
5	Replace 5KA Isolating MCB – 30Amp	1	Ea						
6	Replace 5KA MCB – 30 Amp	1	Ea						
7	Replace Banshee siren	1	Ea						
8	Replace panel globes	1	Ea						
9	Replace 8 x BC 60-watt globes	1	Ea						
10	Replace warning light cover	1	Ea						
11	Erect working platform for High Voltage Warning lights (approx. 9M high)	1	day						
12	Labour - Hourly rate for fault finding /panel wiring	1	Hr						
13	Replace 2mm electrical cable	1	M						
14	Safety File	1	Ea						

	SUB-TOTAL						
	VAT						
	TOTAL						
	Total Yr1 +Yr2 + Yr3	R					

Please take note on non-scheduled items: Any repairs to be undertaken, the contractor shall arrange project manager, conduct an assessment, submit a fault report and quotation. Kindly note, no ser executed without a purchase order except for emergency call outs only.

Percentage mark-up for schedule material (Supplier's quotation to be provided)

DESCRIPTION	Year 1	Year 2	Year 3
Percentage mark-up			