REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: KZN/PRASA/2026/11/02/Q

REQUEST FOR QUOTATION (RFQ) FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF 11kV, 700mm2 AERIAL BUNDLE CABLE TRANSMISSION LINE IN 11kV SPRINGFIELD TO ERS SUBSTATION AND ZWELETHU TUNNEL – KZN REGION FOR PERIOD OF 6 MONTHS

Compulsory Briefing/Site meeting

Date: 16 November 2026

Time: 10H00

Venue: PRASA KZN, 65 Masabalala Yengwa Avenue, Greyville, Durban Station.

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/2026/11/02/Q	CLOSING DATE:	23 November 2026	CLOSING TIME:	12:00
DESCRIPTION	REQUEST FOR QUOTATION (RFQ) FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF 11kV, 700mm2 AERIAL BUNDLE CABLE TRANSMISSION LINE IN 11kV SPRINGFIELD TO ERS SUBSTATION AND ZWELETHU TUNNEL – KZN REGION FOR PERIOD OF 6 MONTHS				

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:
BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN TENDER BOX NO.04, SITUATED AT: PRASA OFFICES KZN 65 MASABALALA YENGWA AVENUE, GREYVILLE, DURBAN STATION, 4001

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	
CONTACT PERSON	**Rani Thevar**
TELEPHONE NUMBER	**031 8130138**
E-MAIL ADDRESS	**Rani.padayachee@prasa.com**

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

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

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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

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

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

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

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

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

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

EVALUATION CRITERIA	WEIGHTING
Stage 1 – Compliance	
Stage 1A	Mandatory Requirements
Stage 2	
Technical/Functional Requirements	Minimum Threshold of 70%
Stage 3	
Price	80
Specific Goals	20
Stage 4	
Other Mandatory Requirements	
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 60 **Working Days** from the closing date.

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

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

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

16 RETURNABLE DOCUMENTS

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

15.1. Mandatory Returnable Documents

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

SECTION 3

1 EVALUATION CRITERIA:

Stage 1A – Mandatory Requirements

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

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

No.	Description of requirement	
a)	Briefing Session Form D. Bidders must also reflect on the Compulsory Briefing Session Attendance Register	
b)	Valid CIDB grading of 3EP or higher	

2.1 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 70% as per the standard Evaluation Criteria presented in 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 below:

ITEM	CRITERIA	MAX score
1	Organizational Experience	50
2	Project program (Work plan)	25
3	Project Approach and Methodology	25
	TOTAL	**50**

Table 1: Technical Evaluation Criteria

Details of the scoring methodology presented above are outlined in Table below:

CRITERIA	WEIGHT	SCORES
Organizational Experience N.B. Provide for each successfully completed project/s in the following sequence: • attach completion certificate signed by client or letter from the client confirming successful completion of the project.)	50	Score will be based on successfully executed and completed similar projects in the installation of 6.6Kv or 11kV aerial bundle cable transmission line from the presented details in the tender document. 1. Zero (0) Similar Projects/non-submission/incomplete submission = **0** 2. 1 Similar project = **1 point** 3. 2 Similar projects =**2 points** 4. 3 Similar projects= **3 points** 5. 4 Similar projects = **4 points** 6. 5 and above Similar projects=**5 points**
Project program (Work plan) N.B. Provide project schedule in MS projects that meets the client's timeline requirements and the schedule to cover the following key Milestones: • Completion of safety file • Actual installation of 6,6kV aerial bundle cable structure activities. • Maximum project Duration of 12 Months The overall schedule should clearly indicate sequencing of activities with clear understanding of scope.	25	Score will be allocated for MS Project Schedule provided. 1: No information provided = **0 point** 2: Inadequate/ unrelated project schedule provided = **1 point** 3: Project schedule provided but no detailed activities indicated =**2 points** 4: Project schedule provided with activities indicated on the program aligned with the preferred duration of the project; = **3 points** 5: Project schedule provided with activities indicated on the program aligned with preferred duration of the project, showing the sequence of activities = **4 points** 6: Project schedule provided with activities indicated on the program aligned with the preferred duration of the project, showing the sequence of activities clear understanding of the scope of work and site challenges addressed =**5 points**
Project Approach and Methodology NB. The project methodology must be in line with the scope of work. Identify the risks associated with the project activities and mitigation measures. Furthermore, clearly show risks and mitigation. measures of working on the railway reserve	25	**Score will be allocated as follows:** 1: No information provided **0 point** 2: 3 or less elements of the method statement =**1 point** 3: 4 elements of the method statement= **2 points** 4: 5 elements of the method statement=**3 points** 5: 6 elements of the method statement= 5 **points**

CRITERIA	WEIGHT	SCORES
Elements: • Identification of risks and mitigation • Work breakdown of activities, Quality assurance, • Transportation, • Plant and equipment, • barricading and securing of work • Accommodation of traffic.		

Note: Bidders that fail to achieve the minimum overall qualifying score of 70% on functional/ technical requirements will not be considered for further Price and Specific Goals (Stage 3) evaluation.

2.2 Stage 3- Price and Specific Goals

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

The maximum points for this tender are allocated as follows:

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

FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE
THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Evidence
Entities with a B-BBEE contributor status of at least level 2	10		B-BBEE Certificate/Affidavit
51% Black Owned	10		CIPC Documents/B-BBEE Certificate/Affidavit
TOTAL	20		

Stage 4

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 1B will be evaluated further.

No.	Description of requirement	
a)	Completion of ALL RFQ documentation (includes ALL declarations).	
b)	Letter of Good Standing: COID	
c)	Valid SARS Pin	
d)	CSD supplier registration number	
e)	The contractor shall provide the following valid certificates as part of submission. I. Qualified Electrician with Trade Test / Technician or Engineer In Electrical Engineering II. Working from Height Certificate III. Valid Category C Green Certificate	

SECTION 4

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule

1 Prices must be quoted in South African Rand, inclusive of all applicable taxes.

2 Price offer is firm and clearly indicate the basis thereof.

3 Pricing Bill of Quantity is completed in line with schedule if applicable.

4 Cost breakdown must be indicated.

5 Price escalation basis and formula must be indicated.

6 To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.

7 Please note that should you have offered a discounted price(s), PRASA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.

8 Respondents are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Respondent. PRASA may:

9 negotiate a market-related price with the Respondent scoring the highest points;

10 if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points;

11 if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points;

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

I / We _____ (Insert Name of Bidding Entity) of _____ _____ code _____ (Full address) conducting business under the style or title of:_____ represented by: _____ in my capacity as:_____ being duly authorised, hereby offer to undertake and complete the above-mentioned work/services at the prices quoted in the bills of quantities / schedule of quantities or, where these do not form part of the contract, at a lumpsum, of R _____(amount in numbers);_____ _____ (amount in words) Incl. VAT.

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

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

SECTION 5

PRASA GENERAL CONDITIONS OF PURCHASE

General

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

Conditions

These conditions form the basis of the contract between PRASA and the Supplier. Notwithstanding anything to the contrary in any document issued or sent by the Supplier, these conditions apply except as expressly agreed in writing by PRASA.
No servant or agent of PRASA has authority to vary these conditions orally. These general conditions of purchase are subject to such further special conditions as may be prescribed in writing by PRASA in the order/contract.

Price and payment

The price or rates for the items stated in the order/contract may include an amount for price adjustment, which is calculated in accordance with the formula stated in the order/contract.
The Supplier may be paid in one currency other than South African Rand. Only one exchange rate is used to convert from this currency to South African Rand. Payment to the Supplier in this currency other than South African Rand, does not exceed the amounts stated in the order/contract. PRASA pays for the item within 30 days of receipt of the Suppliers correct tax invoice.

Delivery and documents

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

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

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

Containers / packing material

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

Title and risk

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

Rejection

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

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

Warranty

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

Indemnity

The Supplier indemnifies PRASA against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith arising from the negligence, infringement of intellectual or legal rights or breach of statutory duty of the Supplier, his subcontractors, agents or servants, or from the Supplier's defective design, materials or workmanship.
The Supplier indemnifies PRASA against claims, proceedings, compensation and costs payable arising out of infringement by the Supplier of the rights of others, except an infringement which arose out of the use by the Supplier of things provided by PRASA.

Assignment and sub-contracting

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

Governing law

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

Special Conditions: Funding Contingency

1. Paragraph 8.4 of the PFMA SCM Instruction No. 3 of 2021/22 states that the Accounting Authority may not invite price quotations or bids if no or sufficient provision is made in the budget of the institution.

2. PRASA has, in terms of section 79 of the PFMA, obtained approval from National Treasury, for a departure from paragraph 8.4 of the PFMA SCM Instruction No. 3 of 2021/22.

3. PRASA is currently in the process of making provision and allocation of budget for the services required in this RFQ, which provision and/or budget allocation has not yet been completed at the time of the issuance of this RFQ.

4. PRASA will, however, ensure that provision and/or budget allocation is made prior to the award of business in this RFQ.

5. Accordingly, any award pursuant to this RFQ is strictly subject to PRASA, inter alia:
   5.1. securing the necessary funding allocation; and
   5.2. confirming that sufficient budget exists to meet the intended award.

6. PRASA undertakes to keep bidders reasonably informed of the progress and status of the funding allocation and budgeting process.

7. By submitting a bid, bidders expressly acknowledge and agree that PRASA reserves the right to cancel this RFQ at any stage prior to award, in the event that PRASA is unsuccessful in making sufficient provision and/or budget allocation for the required services.

8. PRASA shall not be liable for:
   8.1. any claim, loss, or damages of whatsoever nature arising from or in connection with a failure to source funding; or
   8.2. the non-award of tender due to a failure to source funding; and
   8.3. bidders waive any right to institute proceedings against PRASA in respect of the circumstances contemplated above.

SIGNED at _____ on this _____ day of _____20___

Signature of Witness

1 _____

Name _____

Signature of Witness

2 _____

Name _____

Signature of Bidder's Authorised Representative: _____

Name: _____

Designation: _____"

SECTION 6 **SBD4**

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

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

2. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	**Identity Number**	**Name of organ of state**

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

2.3.1 If so, furnish particulars:

……
……

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ……....., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 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.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

…… ……
Signature Date

…… ……..
Designation 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.

1.3 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

3.2. POINTS AWARDED FOR PRICE

3.2.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

The specific goals allocated points in terms of this tender	**Number of points allocated (80/20 system) (To be completed by the organ of state)**	**Number of points claimed (80/20 system) (To be completed by the tenderer)**	**Evidence**
Entities with a B-BBEE contributor status of at least level 2	10		B-BBEE Certificate/Affidavit
51% Black Owned	10		CIPC Documents/B-BBEE Certificate/Affidavit
TOTAL	20		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.2. Name of company/firm…….

4.3. Company registration number: ……...

4.4. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

……
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ……
DATE: ……

ADDRESS: ……

……

……
……

SECTION 11

SCOPE AND SPECIFICATIONS

1. PROJECT PURPOSE

The purpose of this project is to source a service provider for the supply and installation of transmission line 11kV, 70mm^2 aerial bundle cable from 11kV Springfield Substation to S&T Substation, S&T Substation to ERS Substation and Zwelethu tunnel, in KZN Region as indicated on the bill of quantities.

2. GENERAL

2.1. The contractor shall be responsible for the transportation of 11kV, 70mm^2 aerial bundle cable to specified location for installation as per the BOQ.
2.2. The contractor shall be responsible for the removal of the old 6.6kV, 70mm^2 aerial bundle cable.
2.3. The contractor shall be responsible for the supply and installation of 11kV, 70mm^2 aerial bundle cable as per bill of quantities.
2.4. the contractor shall be responsible for the supply and installation of termination kit complete as indicated on the bill of quantities.
2.5. The contractor shall be responsible for the supply and installation of 12kV antivandal lightning arrestors.
2.6. The contractor shall be responsible for the supply and installation of 11kV ABC transmission cable joint kit.
2.7. The contractor shall be responsible for all machinery and equipment require to the successful completion of work.
2.8. The contractor shall undertake work on the rectification of any defects or damages occurred to OHTE infrastructure that may arise during the installation within 7 days of him being notified by Metrorail of such defects.
2.9. Safety and supervision (Provided by the contractor).
2.10. Metrorail reserves the right to inspect and or test any material or equipment during the installation process.
2.10.1 The successful contractor shall prepare and submit a safety file.
2.10.2 On site work, shall not commence unless the contractor`s responsible person has acknowledged the conditions contained in the electrical work permit by way of signing the work permit form.
2.10.3 The contractor shall not proceed with work before having properly informed and warned all his staff of potential dangers of adjacent live equipment pointed out to him by the Metrorail electrical officer who issues and controls the work permit.
2.10.4 The contractor shall provide his own protection.

3. ADDITIONAL WORKS

Any additional work not authorized by the PRASA Project Electrical Manager, even if proven necessary for the successful completion of the project will be tenderer's own account.

4. DESCRIPTION OF WORK

The contractor shall perform the following task:
4.1 Transportation of 6,6kV, 70mm^2 aerial bundle cable with all scrap to specified location according to the bill of quantities.
4.2 Removal of the existing 6,6kV, 70mm^2 aerial bundle cable where applicable.
4.3 Supply and installation of 11kV, 70mm^2 aerial bundle cable as per bill of quantities.
4.4 Supply and installation of termination kit complete as indicated on the bill of quantities.
4.5 Supply and installation of antivandal 12kV lightning arrestors complete as indicated on the bill of quantities.
4.6 Supply and installation of 11kV transmission line joint kit
4.7 Testing and Commissioning of installed Arial Bundle cable.

5. TECHNICAL DETAILS

5.1 removal of the existing 6,6kV, 70mm^2 aerial bundle cable
5.2 Supply and install 11kV, 70mm^2 aerial bundle cable.
5.3 supply and installation of termination kit complete as per BOQ.
5.4 Supply and installation of antivandal 12kV lighting arrestors as per BOQ.
5.4 Supply and installation of antivandal 12kV suspension insulator as per BOQ.
5.5 Supply and installation of 11kV ABC transmission line joint kit
5.6 Testing and Commissioning of installed Arial Bundle cable.

6. Duration

6.1 The overall duration of the work shall not exceed **Six** (6) months for actual work payment purposes.
6.2 Work shall commence immediately from date of award.

7. PENALTIES

7.1. If the contractor fails to complete the Works to the extent which entitles him to receive a Certificate of the Practical Completion in terms of Clause 23.10.2 as per the GCC, by the due completion date, the Contractor shall be liable to the Employer for an amount calculated 0.3% of the Contract Price per delayed day, which shall be paid for every day which shall elapse between the Time for Completion and the date stated in the Taking-Over certificate. However, the total amount due under this Sub-Clause shall not exceed the maximum of 10% of the Contract Price. (Clause 23.9 as per GCC is applicable).
7.2. The contractor will be charged R10 000 for working on Metrorail site without proper site access or working without an occupation.
7.3. The contractor will be charged a penalty of R80.00 per minute per train that was delayed
7.4. The contractor will be charged the penalty of R 1 500.00 per train that was cancelled.

8. CLEARING OF SITE

All rubble which is left over as a direct result of work performed by the contractor shall be removed from site and be transported to Durban Electrical depot.

9. CIDB GRADING:

3EP or Higher

10. QUALIFICATION

- The contractor shall provide the following valid certificates as part of submission.

  IV. Qualified Electrician with Trade Test / Technician or Engineer In Electrical Engineering

  V. Working from Height Certificate

  VI. Valid Category C Green Certificate

11. SECURITY

The contractor shall make provision for their own security on site to monitor staff and equipment until project is handed over back to PRASA and the cost to that effect must be included in the supplier`s rates. The security will undergo induction.

12. SITE MEETING

Compulsory tender briefing and site meeting. The bidder shall provide their own safety clothing (safety boots and visibility vest) and transport to site.

13. SAFETY FILE

All work in the contract should comply with Occupational Safety Act of 2003 (Act No85 of 2003). A safety file shall be submitted and approved by regional Electrical Engineer / Project Manager & Risk department before the bidder starts the work.

14. SITE ACCESS

Before commencement of work on site, PRASA shall issue a site access certificate to the contractor. A copy of Electrical Safety Instruction: High Voltage Equipment will be issued to the contractor for the duration the contract if necessary.

15. BILL OF QUANTITIES

ITEM NO	DESCRIPTION	UNIT	QTY	RATE		AMOUNT	
				R	C	R	C
15.1	**11kV Springfield Substation to S&T Substation**						
15.1.1	Supply, delivery and installation of 11kV Aerial Bundle, 70mm^2 Cable complete with all necessary accessories	m	950				
15.1.2	Supply, delivery and installation antivandal 12kV Lightning Arrestors with bonding cable complete with all necessary accessories	ea	6				
15.1.3	Supply, delivery and installation of Termination Kit complete set with all necessary accessories	ea	6				
15.1.4	Supply, delivery and installation of stainless steel suspension bracket to suspend the Arial Bundle by the bridge or mast pole with all accessories	sum	1				
15.1.5	Supply, delivery and installation of 11kV transmission line joint kit and all necessary accessories	ea	1				
15.2	**S&T Substation to ERS Substation**						
15.2.1	Supply, delivery and installation of 11kV Aerial Bundle, 70mm^2 Cable complete with all necessary accessories	m	850				
15.2.2	Supply, delivery and installation antivandal 12kV Lightning Arrestors with bonding cable complete with accessories	ea	6				
15.2.3	Supply, delivery and installation of Termination Kit complete set with accessories	ea	6				
15.2.4	Supply, delivery and installation of stainless steel suspension bracket to suspend the Arial Bundle by the bridge or mast pole with all accessories	sum	1				
15.2.5	Supply, delivery and installation of 11kV transmission line joint kit and all necessary accessories	ea	1				
15.3	**Zwelethu Tunnel**						
15.3.1	Supply, delivery and installation of 11kV Aerial Bundle, 70mm^2 Cable complete with all necessary accessories	m	130				
15.3.2	Supply, delivery and installation antivandal 12kV Lightning Arrestors with bonding cable complete with all necessary accessories	ea	6				

ITEM NO	DESCRIPTION	UNIT	QTY	RATE		AMOUNT	
				R	C	R	C
15.3.3	Supply, delivery and installation of Termination Kit complete set with all necessary accessories	ea	6				
15.3.4	Supply, delivery and installation of stainless steel suspension bracket to suspend the Arial Bundle by the bridge or mast pole with all accessories	sum	1				
15.4	Testing and Commissioning	sum	1				
15.5	Removal of all scrap to Durban Depot	Sum	1				
			SUB TOTAL				
			VAT 15%				
			GRAND TOTAL				