PASSENGER RAIL AGENCY OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: KZN/PRASA/2026/11/06/Q

REQUEST FOR QUOTATION (RFQ): APPOINTMENT FOR THE SUPPLY AND DELIVERY OF DETONATORS FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR PRASA KZN REGION

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/2026/11/06/Q**	CLOSING DATE:	**27/11/2026**	CLOSING TIME:	**12:00 PM**
DESCRIPTION	**REQUEST FOR QUOTATION (RFQ): APPOINTMENT FOR THE SUPPLY AND DELIVERY OF DETONATORS FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR PRASA KZN REGION**				

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX NO 7 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	**031 813 0089**
E-MAIL ADDRESS	**Siphesihle.miya@prasa.com**

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

2.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	2.2 ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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

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

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

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE 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-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

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

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

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

SIGNATURE OF BIDDER: .....

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

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

DATE: ……..

NB:

- ***Quotation(s) must be addressed to PRASA before the closing date and time shown above.***
- ***PRASA General Conditions of Purchase shall apply.***
- ***PRASA is not obliged to award this bid.***
- ***PRASA is not obligated to award to one supplier.***
- ***PRASA reserves the right to use its discretion to award multiple suppliers where possible.***

SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

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

Proposals must reach 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 AND VAT REGISTRATION FOR BIDDERS

6.1 All prices must be quoted in South African Rand on a fixed price basis, including all applicable taxes. In accordance with section 23 of the Value-Added Tax Act and the SARS VAT Registration Threshold update effective 1 April 2026, where a supplier becomes liable to register for VAT, the supplier shall register as a VAT vendor within the prescribed statutory period of 21 business days. A bidder shall not be disqualified solely on the basis that it is not registered for VAT.

6.2 A bidder registered as a VAT vendor must quote prices inclusive of VAT in accordance with the VAT Act and SARS VAT 404 Guide. Where a quotation, tender, or BOQ does not expressly state that VAT is excluded, the quoted price shall be deemed to be VAT-inclusive, and no additional VAT may be levied, claimed, or recovered from PRASA after bid submission or contract award.

6.3 A bidder may submit a fixed all-inclusive contract price regardless of its VAT registration status. Any subsequent VAT liability arising from compulsory registration shall be for the account of the bidder unless expressly provided otherwise in the bid conditions. Any VAT liability arising from such registration shall be for the sole account of the Bidder.

6.4 The contract price awarded by PRASA shall remain firm, and the supplier shall not be entitled to increase the contract price to levy VAT in addition to the awarded price or recover any additional amount from PRASA as a consequence of becoming VAT registered.

6.5 Where a bidder submits a bid on a VAT-exclusive basis as a non-VAT registered vendor and is subsequently awarded a contract by PRASA, any subsequent registration for VAT, whether arising during the execution of the contract or as a result of the bidder's cumulative taxable supplies exceeding the statutory VAT registration threshold due to the award of one or more contracts, shall be for the sole account and risk of the contractor. Under no circumstances shall PRASA be liable for any additional amount in respect of VAT that was not included in the contractor's tendered price at the time of bid submission.

6.6 Where a preferred bidder becomes liable for compulsory VAT registration in terms of section 23 of the VAT Act and fails to provide proof of registration within the prescribed statutory period, PRASA may withdraw the provisional award and proceed with the next ranked responsive bidder.

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 - Mandatory Requirements	
Stage 2	**Price and Specific Goals**
Price	80
Specific Goals	20
TOTAL	**100**
Stage 3 - Other Mandatory Requirements	

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 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 when requested to submit them will result in a Bidder's disqualification. Bidders are therefore urged to ensure that all documents are returned with their Quotations and are made available within the stipulated time when requested.

SECTION 3

EVALUATION CRITERIA:

Stage 1 – Mandatory Requirement

The following requirement is mandatory, only bidders complying with stage 1 will be evaluated further.

Standard Returnable Documents	
No.	**Description of requirement**
(a)	Bidders to quote on all items on the Bill of Quantities
(b)	Bidders to fill and sign closing register on submission of tender documents, failure to comply, the onus will be on the bidder to prove that they submitted on time. Failure to prove such will result in disqualification
(c)	Safety Data Sheet for product
(d)	Certified copy of Explosives Authorization Certificate from South African Police Service Explosives Section Chief Inspector of Explosives
(e)	Certified copy of License to Deal in Explosives from South African Police Service Explosives Section
(f)	Certified copy of License for the transportation of Explosives from South African Police Service Explosives Section Chief Inspector of Explosives.

STAGE 2 – Price and Specific Goals

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

The maximum points for this tender are allocated as follows:

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

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

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

3.2. **A CIPC Registration Documents/CSD Registration Report will be used to verify the above evidence.**

- **Points will be awarded/allocated on a proportional/pro-rata basis.**
- **Formula: Number of Points allocated x Percentage (%) owned = Number of Points Claimed**.

STAGE 3 – Returnable Documents

The following documents must be submitted with the tender. If they are not submitted or incomplete the conditions of the requirement will apply.
Only bidders who comply with stage 1A will be evaluated further.

No.	Description of requirement	TICK
a)	Completion of ALL RFQ documentations (includes form of offer and all declarations).	
b)	Joint Venture, Consortium Agreement or Partnering Agreement signed by all parties. The agreement should indicate the leading bidder where applicable.	
c)	Supply of valid SARS Pin	
d)	CSD supplier report	
e)	CIPC Certificate/registration document.	
f)	B-BBEE Certificate/ affidavit	

NB:

- Responsive bidder/s with incomplete returnable documents will be requested to resubmit completed documents within the timeframe provided by PRASA, failure which will result in automatic disqualification.

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 criteria that justify 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 awards to the previously appointed bidders. Prasa shall take into account 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 specialised 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 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 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.

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 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-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

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:

……

……

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:

---

[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.

…….
…….

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 organisation 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**

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

[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.

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:

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

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

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[5] will not be construed as collusive bidding.

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention

[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.

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**

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 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

3.3. 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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.4.1. 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

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:

4.2. 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 either the 90/10 or 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 Ownership	**10**		CIP Documents / B-BBEE Certificate / Affidavit
BEE Level 2 Minimum	**5**		Certified copy of identity document of the owner/s (Copies of Directors' ID)
Black Youth Owned	**5**		Certified copy of identity document of the owner/s (Copies of Directors' ID)
Total:	**20**		

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

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm…….

4.4. Company registration number: ……...

4.5. 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]

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

i) The information furnished is true and correct;

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

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

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

(a) disqualify the person from the tendering process;

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

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

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

has been applied; and

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

	…… **SIGNATURE(S) OF TENDERER(S)**
SURNAME AND NAME:	……
DATE:	……
ADDRESS:	…… …… …… ……

SECTION 7

SPECIFICATION/SCOPE OF WORK

1. This specification covers the supply and delivery of Signals, Railway Track Detonators on an as and when basis for the PRASA KZN Region.

2. SUPPORTING SPECIFICATIONS AND ORDER OF PRECEDENCE OF DOCUMENTS

The following specifications and documents shall, inter alia, form part of this contract and the order of precedence shall be as follows:

a) Definitions
b) Legal Compliance
c) Explosive Specifications
d) Physical Specifications
e) Packaging
f) The Schedule of Quantities.

3. DEFINITIONS

3.1 A railway detonator signal device:

3.1.1 Is prescribed by the RSR (Railway Safety Regulator).
3.1.2 Is a coin-sized device that is used to make a loud sound as a warning signal to train drivers.
3.1.3 A warning, caution or stop signal in dense fog when signals are difficult to see.
3.1.4 A warning of a train on a line ahead due to an incident or accident.
3.1.5 To stop approaching trains in an emergency.
3.1.6 To alert crews working on the rails when a train is approaching.

4. LEGAL COMPLIANCE

4.1 Comply with the Explosives Act, Act No. 26 of 1956 and Regulations.
4.2 Registered with the Chief Inspector of Explosives (CIE). Explosive Authorisation Certificate ZA-X 688
4.3 Chief Inspector of Explosive license to deal in Explosives License number 33933.
4.4 Chief Inspector of Explosive license to transport Explosives.
4.5 Registered with the Department of Labour. Explosive Workplace License reference number OHS3/1/19/7/196.
4.6 Registered with Department of Labour. Occupational Health and Safety Act, Act number 85 of 1993 and regulations as amended.

5. EXPLOSIVE SPECIFICATION

5.1 Gunpowder is a of a grain size of 0.59mm to 1.19mm.
5.2 Detonator to be loaded with 7 grams of gunpowder.
5.3 Gunpowder is covered with 48mm Ø x 3mm thick disk foam (Polyurethane) density 23 – 25 kg/m³.
5.4 The Detonator anvil is charged with a 4 PMP CAP PERC PCK 9mm SAR1800 percussion caps.

6. PHYSICAL SPECIFICATION

6.1 The anvil and dome is made of 0.4mm thick best quality mild steel, elector plated to prevent corrosion.
6.2 The dome to be marked with the manufacturer’s initials.
6.3 The anvil and dome is mechanically press folded and sealed to form a strong sealed joint.
6.4 The joint must be sealed with an Epoxy adhesive to prevent moisture penetration.

6.5 The detonator must be 54mm in diameter and 10 to 11mm thick.

6.6 The detonator must have a lead strip of 200mm long x 10mm wide x 1mm thick (±0.2mm) for fixing to the rail.

6.7 The detonators are to be painted with a yellow enamel pre-primed paint and dipped and dried at 54°C.

6.8 The detonators must always explode when driven over by a rail vehicle with an axle load of not less than 8.8 KN.

6.9 The detonator when explodes must make a sound of more than 130 decibels.

7. PACKAGING

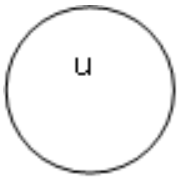
7.1 Detonators to be packed in quantities of 350 per box, 35 tins consisting of 10 detonators per tin.

7.2 Outer Packaging to be as follows:

- All packaging material to be tested by Ten – E (UN certified) and approved by the Chief Inspector of Explosives.
- Packaging ID UN 0193 SIGNALS, RAILWAY TRACK EXPLOSIVES.
- Detonators to be packed in the approved 6717 HDPE ammunition box.

7.3 Labelling on packaging container to be as follows:

- Top: EXPLOSIVE RAILWAY DETONATORS.
- Front: Dangerous goods diamond 1.4S Explosive, 350 RAILWAY DETONATORS IN 35 CONTAINERS, NET EXPLOSIVE 2.3Kg, Gross28Kg.
- Back: Dangerous goods diamond 1.4S Explosive, EMPTY CONTAINERS TO BE RETURNED TO manufactures name and address.
- Left: SIGNALS, RAILWAY TRACK, EXPLOSIVE, UN 0193



4H2/Y28/S/19
ZA / TE7815

- Right: Company name and details. Date of manufacturing_____, Batch number_____, Expiring date_____

7.4 Inner Packaging to be as follows:

- Top and bottom: Polystyrene 445 x 334 x 30mm thick 15Kg/m³.
- Sides: Polystyrene 404 x 143 x 22mm thick 15Kg/m³.
- End sides: Polystyrene 330 x 143 x 16mm thick 15kg/m³.

7.5 Tin Container to be as follows:

- 140mm x 57mm tin container with lid
- 10 Detonators per container with 40mm x 40mm x 10mm thick polystyrene fillers on top and bottom of tin container.
- Container lid to be sealed with 22mm red PVC tape.
- Labelling on top of lid 40mm x 40mm explosive label and on tin.

8. TO BE SUPPLIED BY THE SUPPLIER

8.1 The Contractor to supply the various items within 2 weeks or earlier when receiving an official Purchase order.

8.2 The Contractor to supply transport for all the items and must be transported to PRASA KZN SCM Warehouse Springfield (Intersite Ave off Kosi Place). These transport costs to be included in costs of items.

8.3 The Contractor to supply detailed documentation/proof indicating that items supplied conform to the required specification in the form of a technical data and material data sheets.

9. QUALITY CONTROL

9.1 Tenderers are to indicate whether any Quality Management System is in place in their operation and if so, what specific system.

9.2 Tenderers are also to advice whether any Quality Management System Rating has been conducted recently, and if so.

9.3 To give an indication of how recently it was done, as well as the type of rating, (i.e.: SANS, ISO or IQRS).

9.4 PRASA KZN will carry out checks to ensure that the items conform to required specifications.

10. PAYMENT

10.1 When the items have been delivered, invoices quoting the Contract number and the relevant Purchase Order Number must be sent to the Regional Engineer Perway, PRASA KZN.

10.2 Invoices must be accompanied by a Delivery Note together with a list detailing the quantity of items and signed by the consignee.

10.3 Payment will be as per Schedule of Quantities.

10.4 Prices to include transportation costs.

10.5 Prices to remain fixed for the first year of the contract.

10.6 Price adjustments for the second and third year will be based on CPI, which may result in an increase in the unit price of the product. The contractor to price accordingly as per the BOQ's for the respective periods.

11. DURATION

11.1 The duration of the contract will be for a period of 36 months and will commence once notified by PRASA KZN.

11.3 The contract will terminate once the period is reached or when the value is attained whichever comes first.

12. TO BE SUPPLIED BY PRASA KZN

Nil

13. PENALTIES

13.1 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.

13.2 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 Perway 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.

14. TERMINATION OF THE CONTRACT

PRASA 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.

NO	MAT NO	DESCRIPTION	UOM	QTY	UNIT PRCE	
1	M00044107	DETONATOR, FLASH; TYPE SIGNAL; (PACKING 350 PER CASE)	EA	1		
SUB-TOTAL						
VAT						
TOTAL						