



prasa

PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: KZN/PRASA/2026/06/08/Q

REQUEST FOR QUOTATION (RFQ) FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF HIGH MAST LIGHTS FOR PRASA KZN

Compulsory Briefing/Site meeting

Date: 01 July 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/2026/06/08/Q	CLOSING DATE:	07 July 2026	CLOSING TIME:	12:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND INSTALLATION OF HIGH MAST LIGHTS, FOR PRASA KZN				

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

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> 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 1B	Other Mandatory Requirements
Stage 2	
Technical/Functional Requirements	Minimum Threshold of 80%
Stage 3	
Price	80
Specific Goals	20
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)	Completion of briefing Session Form D. Bidders must also fill and sign on the Compulsory Briefing Session Attendance Register	
b)	Bidders to fill and sign the closing /submission register on submission of tender documents.	
c)	CIDB Grading 2EP or higher	
d)	The contractor shall provide qualified 1 x Electrician with trade test certificate or qualified Technician. <ul style="list-style-type: none"> • Wiremen licence 2 X Qualified flagmen	

Stage 1B –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 RFP documentation	
b)	Letter of Good Standing: COIDA	
c)	Tax Clearance Certificate (Valid as at the closing date of this RFQ) Or supply Sars pin.	
d)	Company CSD registration number	
e)	Signed Joint Venture, Consortium Agreement or Partnering Agreement (if applicable)	

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 **80%** 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	Company / Entity's Track Record of completed similar projects	30
2	Experience of key personnel	50
3	Project Approach and Methodology	20
	TOTAL	100

Table 1: Technical Evaluation Criteria

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

No	CRITERIA	WEIGHT (%)																				
1.	<p>Company / Entity's Track Record of completed similar projects (Lights Installation) with traceable appointment or Purchase Order and traceable completion certificates or reference letter.</p> <ul style="list-style-type: none"> • 5 completed projects or more (5 points) • 4 completed projects (4 points) • 3 completed projects (3 points) • 2 completed projects (2 points) • 1 completed projects (1 points) 	30																				
2.	<p>Experience of key staff (Lights Installation) in relation to the scope of work and managing the project. Provide the detailed CV and certified certificates.</p> <ul style="list-style-type: none"> • Qualified Electrician / Technician with 3 years and above Experience X 1. (5 points) • Qualified wiremen licence with 3 years and above Experience x1 (5 points) • Flagmen with Protection duties certificates 3 years and above Experience x 2 (5 points) • Qualified Electrician / Technician with 2 years experience X 1. (3 points) • Qualified wiremen licence with 2 years' experience x 1 (3 points) • Flagmen with Protection duties certificates with 2 years' experience x 1 (3 points) • Qualified Electrician / Technician with 1 year experience X 1. (1 points) • Qualified wiremen licence with 1 year experience X 1. (1 points) • Flagmen with Protection duties certificates with 1 year experience X 1. (1 points) • Qualified Electrician / Technician with no experience X 1. (0 points) • Qualified wiremen licence with no experience x1 (0 points) • Flagmen with Protection duties certificates with no experience x 1 (0 points) <table border="1" data-bbox="261 1314 1230 1619"> <thead> <tr> <th></th> <th>0 Year</th> <th>1 Year</th> <th>2 Years</th> <th>3 Years and more</th> </tr> </thead> <tbody> <tr> <td>Qualified Electrician</td> <td>0</td> <td>1</td> <td>3</td> <td>5</td> </tr> <tr> <td>Qualified Wiremens Licence</td> <td>0</td> <td>1</td> <td>3</td> <td>5</td> </tr> <tr> <td>Qualified Flagmen</td> <td>0</td> <td>1</td> <td>3</td> <td>5</td> </tr> </tbody> </table>		0 Year	1 Year	2 Years	3 Years and more	Qualified Electrician	0	1	3	5	Qualified Wiremens Licence	0	1	3	5	Qualified Flagmen	0	1	3	5	50
	0 Year	1 Year	2 Years	3 Years and more																		
Qualified Electrician	0	1	3	5																		
Qualified Wiremens Licence	0	1	3	5																		
Qualified Flagmen	0	1	3	5																		
3.	<p>Submit a detail Project Approach and Methodology. Detailed technical approach and methodology is provided that is aligned to the scope of work/highlighting the following:</p> <p>Risks and mitigation measures associated with the project</p> <p>Project schedule which shows estimated start and finish dates</p> <p>Major milestones</p> <p>Information on project execution, integration and redundancy or unforeseen delays or occurrences.</p>	20																				

	<p>(i) A detail technical approach and methodology that is aligned to the scope of work highlighting all 4 aspects. (5 points)</p> <p>(ii) A detailed technical approach and methodology that is aligned to scope of work highlighting only 3 elements (4 points)</p> <p>(iii) A detailed technical approach and methodology that is aligned to the scope of work highlighting only 2 elements (3 points)</p> <p>(iv) A detailed technical approach and methodology that is aligned to the scope of work highlighting only 1 element (2 points)</p> <p>(v) No Detailed technical approach and methodology that does not align to the scope of work highlighted no element (1 point)</p> <p>Note: Approach and methodology not submitted or not aligned to scope of work highlighted (0)</p>	
	Total	100

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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		

SECTION 4

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the attached Pricing Schedule

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

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

_____ code

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

_____ in my capacity
as: _____ being duly authorised, hereby offer to

undertake and complete the above-mentioned work/services at the prices quoted in the bills of quantities / schedule of quantities

or, where these do not form part of the contract, at a lumpsum, of R

_____ (amount in

numbers); _____

_____ (amount in words) Incl. VAT.

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

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

SECTION 5

PRASA GENERAL CONDITIONS OF PURCHASE

General

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

Conditions

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

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

Price and payment

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

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

Delivery and documents

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

Where items are to be delivered the Supplier:

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

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

Containers / packing material

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

Title and risk

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

Rejection

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

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

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

Warranty

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

Indemnity

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

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

Assignment and sub-contracting

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

Governing law

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

Special Conditions: Funding Contingency

1. Paragraph 8.4 of the PFMA SCM Instruction No. 3 of 2021/22 states that the Accounting Authority may not invite price quotations or bids if no or sufficient provision is made in the budget of the institution.
2. PRASA has, in terms of section 79 of the PFMA, obtained approval from National Treasury, for a departure from paragraph 8.4 of the PFMA SCM Instruction No. 3 of 2021/22.
3. PRASA is currently in the process of making provision and allocation of budget for the services required in this RFQ, which provision and/or budget allocation has not yet been completed at the time of the issuance of this RFQ.
4. PRASA will, however, ensure that provision and/or budget allocation is made prior to the award of business in this RFQ.
5. Accordingly, any award pursuant to this RFQ is strictly subject to PRASA, inter alia:
 - 5.1. securing the necessary funding allocation; and
 - 5.2. confirming that sufficient budget exists to meet the intended award.
6. PRASA undertakes to keep bidders reasonably informed of the progress and status of the funding allocation and budgeting process.



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

8. PRASA shall not be liable for:

8.1. any claim, loss, or damages of whatsoever nature arising from or in connection with a failure to source funding; or

8.2. the non-award of tender due to a failure to source funding; and

8.3. bidders waive any right to institute proceedings against PRASA in respect of the circumstances contemplated above.

SIGNED at _____ on this ____ day of _____ 20__

Signature of Witness

1 _____

Name _____

Signature of Witness

2 _____

Name _____

Signature of Bidder's Authorised Representative: _____

Name: _____

Designation: _____"

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:
.....
.....

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 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

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

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

3.2. POINTS AWARDED FOR PRICE

3.2.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

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

SUPPLY AND INSTALL HIGH MAST LIGHTS, 500W, 230V LED LIGHTS AT DURBAN YARD

1. PROJECT PURPOSE

The purpose of this project is to as indicated on the bill of quantities.

2. GENERAL

- 2.1. The contractor shall be responsible for the supply and installation of high mast lights, 500W, 230V LED lights.
- 2.2. Metrorail reserves the right to inspect and or test any material or equipment during the installation process.
- 2.3. Material shall be visually inspected for damages or defects during delivery and installation.
- 2.4. The material shall be subjected to a guarantee period of one year. The guarantee period shall commence the day it is formally handed over to and accepted by PRASA.
- 2.5. The contractor shall undertake work on the rectification of any defects that may arise during the guarantee period within 7 days of him being notified by PRASA of such defects.
- 2.6. Safety and supervision (Provided by the contractor)
 - 2.6.1 The successful contractor shall prepare and submit a safety file.
 - 2.6.2 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.
 - 2.6.3 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 PRASA electrical officer who issues and controls the work permit.
 - 2.6.4 The contractor shall provide his own protection.

3. ADDITIONAL WORKS

Any additional work not authorized by the regional electrical engineer, 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 The contractor shall supply and install 13m high mast with four balanced 500W LED lights.
- 4.2 The high mast light shall come with a day light switch.
- 4.3 The lightning protection shall be provided for each and every mast.
- 4.4 The circuit breaker for each high mast light shall be provided by the contractor.
- 4.5 The cable from the distribution board to the high mast light shall be provided by the contractor.
- 4.6 A way of lowering and raising the lights bracket (lantern carriage assembly) to and from the ground must be provided so that the lights can be serviced from the ground, e.g. mid-hinge high mast lights, winch arrangement mechanism.
- 4.7 A suitable terminal box shall be provided as part of the supply at the base compartment of the high mast for terminating the incoming cable.
- 4.8 The mast when fully equipped with luminaries must be designed to withstand wind velocity appropriate to the site conditions.
- 4.9 The high mast lights shall conform in all respect to the highest standard of engineering, design, workmanship and latest revisions of relevant standards at the time of offer.
- 4.10 The contractor shall be responsible for trenching of the cable and the suspension thereof.



500W



500W LED lights

5. TECHNICAL DETAILS

- 5.1 Power Consumption: 500W, 230V LED Lights
- 5.2 Lightning protection
- 5.3 Mast pole 13m long, hot deep galvanized
- 5.4 Armoured copper cable 25mm by 4 (1000 volts)
- 5.5 Circuit breaker
- 5.6 terminal box
- 5.7 Distribution box

6. Duration

The duration of the work shall not exceed **six (6)** months. Work shall commence immediately from date of award.

7. PENALTIES

- 7.1. The contractor will be charged R10 000.00 for working on PRASA site without a proper and valid Site Access Certificate or working without official occupation.
- 7.2. The contractor will be charged a penalty of R 80.00 per minute per train that was delayed.
- 7.3. The contractor will be charged the penalty of R1 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 disposed. Hazardous materials/waste disposal be according to the regulations e.g. National Environmental Management Act (NEMA) and portfolio of evidence be submitted.

9. CIDB GRADING

CIDB: 2 EP

10. QUALIFICATION

The contractor shall provide qualified 1 x Electrician with trade test certificate or qualified Technician.

- Wiremen licence
- The contractor shall provide the certificate of compliance (COC)
- 2 X Qualified flagmen

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

There will be tender briefing/site meeting at Durban yard. The bidder shall provide their own safety clothing (safety boots and visibility vest) and transport.

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 start the work.

BOQ/ PRICING SCHEDULE

ITEM NO	DESCRIPTION	UNIT	QTY	RATE		AMOUNT	
				R	C	R	C
12.1	Durban Yard, Springfield Yard and Clairwood Yard						
12.1.1	Supply and install 500W, 230V LED with ballast lights with fittings and all necessary accessories	ea	16				
12.1.2	Supply and install Mast pole 13m long, hot deep galvanized	ea	4				
12.1.3	Supply and install Bolts group foundations and all necessary accessories	Sum	4				
12.1.4	Supply and install Cable size 25mm ² x 4 core Armored cable low voltage and all necessary accessories	km	1,5				
12.1.5	Supply and install Polypipe ducting for crossing on the booms/structure or underground and all necessary accessories	M	50				
12.1.6	Supply and install lightning protection	ea	4				
12.1.7	Supply and install terminal box with <ul style="list-style-type: none"> • main circuit breaker and main contractor for each terminal box • Individual circuit breakers for each light 	sum	4				
12.1.8	Supply and install Distribution Box	ea	2				
12.1.9	Supply and install Photo cell	ea	4				
12.1.10	Supply and install Cast concrete foundation	ea	4				
				SUB-TOTAL			
				VAT @15%			
				GRAND TOTAL			