



prasa

PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: KZN/RAIL/2023/03/04/Q

REQUEST FOR QUOTATION (RFQ) FOR SUPPLY AND INSTALLATION OF NATIONAL KEY POINT (MILITARY TYPE FENCE) FOR PROTECTION OF ARMOURY TO DURBAN STATION, RED HILL STATION AND TRAINING CENTRE IN KZN REGION

COMPULSORY BRIEFING

DATE: Friday, 24 March 2023

TIME: 10H00

VENUE: PRASA KZN, 65 MASABALALA YENGWA AVENUE, GREYVILLE, DURBAN STATION, ROOF LEVEL ENTRANCE



SECTION 1: SBD1

PART A INVITATION TO BID

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

BID NUMBER:	KZN/RAIL/2023/03/04/Q	CLOSING DATE:	31 March 2023	CLOSING TIME:	12:00
DESCRIPTION	SUPPLY AND INSTALLATION OF NATIONAL KEY POINT (MILITARY TYPE FENCE) FOR PROTECTION OF ARMOURY TO DURBAN STATION, RED HILL STATION AND TRAINING CENTER IN KZN REGION				

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

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

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

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	NOMFUNDO ZANTSI
TELEPHONE NUMBER	031 813 0105
E-MAIL ADDRESS	Nomfundo.Zantsi@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.....

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

PART B: TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER**
- 1.3. **PRESCRIBED IN THE BID DOCUMENT.**
- 1.4. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD

NUMBER MUST BE PROVIDED.

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE:

NB:

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

SECTION 2

NOTICE TO BIDDERS

1. RESPONSES TO RFQ

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

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

2 COMMUNICATION

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

3 BIDDERS COMPLAINTS PROCESS

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

3.1.1 Bid/Tender Description

3.1.2 Bid/Tender Reference Number

3.1.3 Closing date of Bid/Tender

3.1.4 Supplier Name;

3.1.5 Supplier Contact details

3.1.6 The detailed compliant

4 LEGAL COMPLIANCE

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

5 CHANGES TO QUOTATIONS

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

6 PRICING

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

7 BINDING OFFER

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

8 DISCLAIMERS

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

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

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

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

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

9 LEGAL REVIEW

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

10 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. PRASA is required to ensure that price quotations are invited and accepted from prospective bidders listed on the CSD. Business may not be awarded to a

respondent who has failed to register on the CSD. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za/>.

11 PROTECTION OF PERSONAL DATA

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

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

12 EVALUATION METHODOLOGY

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

EVALUATION CRITERIA	WEIGHTING
Stage 1 – Compliance	
Stage 1A	Mandatory Requirements
Stage 1B	Other Mandatory Requirements
Stage 2	
Technical/Functional Requirements	Threshold: N/A
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 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 will result in a Respondent's disqualification. Respondents are therefore urged to ensure that all documents are returned with their Quotations.

SECTION 3

1 EVALUATION CRITERIA:

Bidders are to comply with the following requirements and failure to comply may lead to disqualification.

Stage 1A – Mandatory Requirements

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

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

No.	Description of requirement	
a)	Completion of ALL RFP documentation (includes ALL declarations)	
b)	Price Schedule / Pricing form	
c)	Contractors must quote on all items listed on the BOQ	
e)	Joint Venture , Consortium Agreement or Partnering Agreement signed by all parties. The agreement should indicate the leading bidder where applicable.	

f)	Bidders to complete submission register when dropping off bids into the tender-box	
g)	Completed and signed Attendance Certificate of Compulsory Briefing	
h)	Proof of CIDB Grading of 3SQ or Higher	
i)	Letter from the bidder, on company letterhead confirming a guarantee of 15 years.	
j)	Letter from the bidder on company letterhead confirming that all specifications will be met.	

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)	Supply of valid SARS Pin	
b)	CSD supplier registration number	

2.1 Stage 2

Technical / Functionality Requirements: N/A

Scoring of Functionality:

The minimum threshold for the Technical/functionality criteria is 80% (and bidders who score below this minimum will not be considered for further evaluation in terms of price and Specific

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

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

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

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)
B-BBEE - BEE cert/Affidavit (in case of JV, a consolidate scorecard will be accepted)	4 points	
Black Women Owned-Certified Copy of ID Documents of the owners	4 points	
Black Youth Owned-Certified Copy of ID documents of owners	4 points	

EME OR QSE 51% Black owned- Audited Annual Financial/B-BBEE Cert/Affidavit	4 points	
51% Black Owned - CIPC Documents/B-BBEE Certificate/Affidavit	4 points	

SECTION 4

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.

SECTION 5

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 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

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

2.2 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:

.....
.....

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 consortium² 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

² 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.

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) Either the **80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender

to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.2. 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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE - BEE cert/Affidavit (in case of JV, a consolidate scorecard will be accepted)	4 points	
Black Women Owned-Certified Copy of ID Documents of the owners	4 points	
Black Youth Owned-Certified Copy of ID documents of owners	4 points	
EME OR QSE 51% Black owned- Audited Annual Financial/B-BBEE Cert/Affidavit	4 points	
51% Black Owned - CIPC Documents/B-BBEE Certificate/Affidavit	4 points	

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 6

CERTIFICATE OF ATTENDANCE OF COMPULSORY RFQ BRIEFING

Request number:	KZN/RAIL/2023/03/04/Q
Request for Proposal:	SUPPLY AND INSTALLATION OF NATIONANAL KEY POINT (MILITARY TYPE FENCE) FOR PROTECTION OF ARMOURY TO DURBAN STATION, REDHILL STATION AND TRAINING CENTRE IN KZN REGION

Attendance

This is to certify that _____ has / have today attended the site inspection / RFQ briefing session to which this enquiry relates.

THUS DONE and SIGNED at _____ on this _____ day of _____

_____ for / on behalf of PRASA

_____ Designation

Acknowledgement

This is to certify that the Bidder attended the above mentioned briefing session/ site inspection and has / have acquainted himself / themselves with the Contract, Project Specification / Special Conditions, Specifications and / or Bills of Quantities / Schedule of Quantities / Schedule of Prices, together with the drawings enumerated therein, as laid down by the PRASA for the carrying out of the proposed WORKS to which the enquiry relates

THUS DONE and SIGNED at _____

on this _____ **day of** _____

DULY AUTHORISED SIGNATORY(IES)

WITNESSES

1. _____ 1. _____

2. _____ 2. _____

3. _____ 3. _____

SECTION 7

PRICING AND DELIVERY SCHEDULE

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

- 1 Prices must be quoted in South African Rand, inclusive of all applicable taxes.
- 2 Price offer is firm and clearly indicate the basis thereof.
- 3 Pricing Bill of Quantity is completed in line with schedule if applicable.
- 4 Cost breakdown must be indicated.
- 5 Price escalation basis and formula must be indicated.
- 6 To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not 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 8

SCOPE OF WORK

1. SUPPLY AND INSTALLATION OF NATIONAL KEY POINT (MILITARY TYPE) STEEL FENCE FOR PROTECTION OF ARMOURY TO DURBAN STATION, RED HILL STATION, AND TRAINING CENTER -KZN

2. PROJECT PURPOSE

This project covers the supply and installation of NATIONAL KEY POINT(MILITARY TYPE FENCE FOR PROTECTION OF ARMOURY TO DURBAN STATION ,REDHILL STATION AND TRAINING CENTRE.

3. SCOPE OF WORK

- a. The supply and installation of steel wall
- b. Protection of Armoury, Staff and the training centre.

4. MINIMUM STANDARD SPECIFICATIONS AND INSTRUCTIONS OF METRORAIL KZN

The following specifications, instructions and documents shall, inter alia, form part of this contract:

- a. The component description
- b. The technical specification
- c. Bill of quantities

MANDATORY DOCUMENTS THAT MUST BE PART OF THE BID

- a. CIDB 3SQ or higher
- b. Letter from the bidder, on company letterhead confirming a guarantee of 15years
- c. Letter from the bidder, on company letterhead confirming that all specifications will be met

DESCRIPTION

HIGH INDUSTRIAL WOVEN MESH HIGH DENSITY ANTI-CLIMBING AND ANTI-CUT PRESSED WOVEN PANEL FENCING OR EQUAL APPROVED, WITH SPIKES **SAMPLE MUST BE PROVIDED to end-user**

NATIONAL KEY POINT (MILITARY TYPE) STEEL FENCE OR EQUIVALENT APPROVED” product high density anti-climbing and anti-cut binding woven mesh panel fencing, Woven mesh aperture only, woven vertically and horizontally. Please Note: Aperture is woven rectangular (Anti - Vandalism). Product finish is Fully Galvanized with (P.E) Polyester Electrostatic Coating Protection layer finish. P.E Coating

EXTERNAL WORKS

HIGH SECURITY FENCING

(P.E) Polyester Electrostatic coated high security fencing, gates and setting out. All bolts, nuts, and washers to be stainless steel grade 304 all fixators will be of grade 304 stainless steel and (P.E) Polyester Electrostatic coated. Fence system to be maintenance free and carry a 15-year anti-corrosion guarantee. Supplier to supply Letter of Guarantee for 15 years from Manufacturer. (Certification of guarantee must also have a stamp 15 guarantee)

55mm x 100mm x 3mm thick x 3600mm long Heavy-duty Square Post with 600mm x 400 mm square 15Mpa concrete, post will be 3m high above ground. Secure post to be hot dipped galvanized and Coated Black RAL 9005 Holes are pre-drilled before Coating.

High security woven mesh panels with aperture size (centers) @ 11mm x 55 mm. Panel size 2200 width x 2400 mm high. Panel fence to be heavy, high security woven panel fence, with rectangular mesh design. Core wire diameter to be 6mm horizontal and 6mm vertical. Panel shall receive (P.E) Polyester Electrostatic Coating, Black RAL 9005, Please note:

Woven apertures only, all bolts and washers required shall be of grade 304 stainless steel. Heavy stabilizer bar to be on secured to top, bottom and center within the 2200mm width and must be pre-drilled -use of grade 304 bolt and washers -plastic coated and black.

2100mm Length 40mm x 40mm 1.5mm Thick Steel Stabilizers. After P.E (Polyester Electrostatic) Coating 2mm thick. Openings 3 Stainless Steel Bolts and Shear nuts Fixtures.

100mm High Razor Spikes on top of fencing.

500mm High Razor Coil Coated Black above the 100mm Spikes.

5. ACCEPTANCE OF WORK

Only when PRASA is satisfied that the standards have been obtained shall he/she notify the supplier Technical Officer, in writing, that the requirements are of the standards and tolerances.

6. DURATION

Installation and commissioning should be completed between a period of two month after award unless specified during quotation

7. PROTECTION/SAFETY

- a. **A safety file must be always on site with all relevant user manual information**
- b. **The safety file must be issued to PRAS for review before the site access certificate can be issued**
- c. **A full program for the installation must accompany the safety file**
- d. **Work can only be carried with a valid site access certificate which will be supplied by PRASA**
- e. **Basic induction will be present by PRASA employee.**
- f. **Area should be demarcated by the use with danger tape when working within the operational area/station**

g. **Workers must be with safety vest whilst performing their duty**

8. TO BE SUPPLIED AND INSTALLED BY THE CONTRACTOR

The contractor shall supply and install NKP (Military Type Fence for Protection of the security equipment).

9. GUARANTEE

- a. All installations must be guaranteed for a period of 15 Years against quality installation and maintenance after project completed (certificate to be stamped 15 years)
- b. If, within the guarantee period mentioned above, any defect's should be found which, in the opinion of Metrorail, are due to improper or faulty spares ,design and/or methods of manufacture, and/or from any other fault or neglect on the part of the Contractor or his/her sub-contractor/s, then notwithstanding any superintendence, inspection, approval or certificate that may previously have been carried out or given, or any payment that may have been made to the contractor on account of the supply and install, the Contractor shall immediately, at his own cost entirely, repair any defective parts or otherwise make good and remedy all such defects to the satisfaction of Metrorail;
- c. In default of compliance by the Contractor with this obligation, PRASA/Metrorail may repair and replace the defective parts or otherwise make good and remedy all to such defects or may engage any other person to repair the system spares, or any portion thereof and the contractor shall be liable to Metrorail for all cost and expenses incurred by it in doing so.
- d. All digging for pole erecting must be 600mm deep and must be concreted and must be re-covered with tar or concrete which was in place.
- a. **SAMPLES OF THE FENCING PROJECT MUST BE SUBMITTED TO END USER FOR APPROVAL**

10. PENALTIES

- a. In the event of the Contractor failing to deliver or supply on or before the specified date, the Contractor shall pay to Client as penalties the amount of **R 200 (Rand)** for every day thereafter that the installations are not complete.

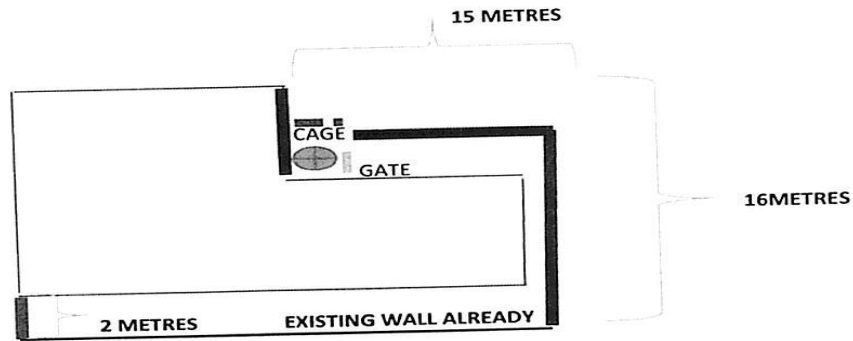
11. CIBD

Bidders must have CIDB grading of 3SQ or Higher

DRAWINGS

REDHILL

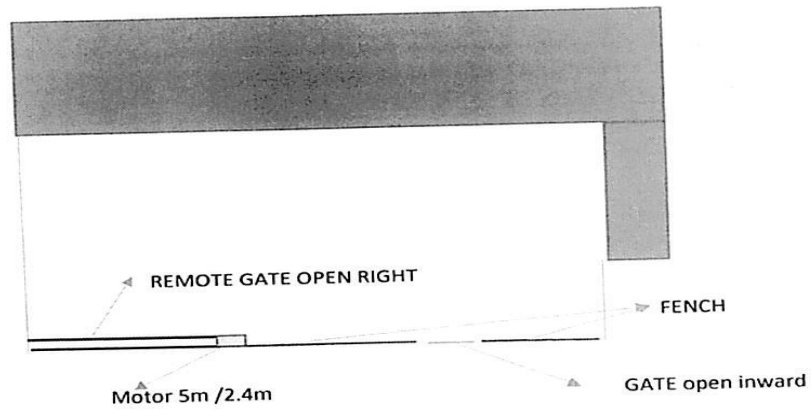
REDHILL- ± 45 METRE FENCE AROUND BUILDING, CALCULATED 1 METRE AWAY FROM EXISTING BUILDING.



Requirements:

- Cage of 1 metre width, Height 2,4 m, 2 meters long at entrance of office building
- Gate must open inward. Must have a bolt lock as well as a key lock. (3 Set of keys).
- Side Gate: 1 metre width interlink to cage, also 2,4m high (Should have a key lock to enter and exit)
- Perimeter fence should be 2,4 High and have spikes.
- Fitted mesh woven with square post on the platform side of wall
- 2m Length with 2.4m height fence on exiting wall at the rear.
- Will only cover front, side and rear of building as per diagram.

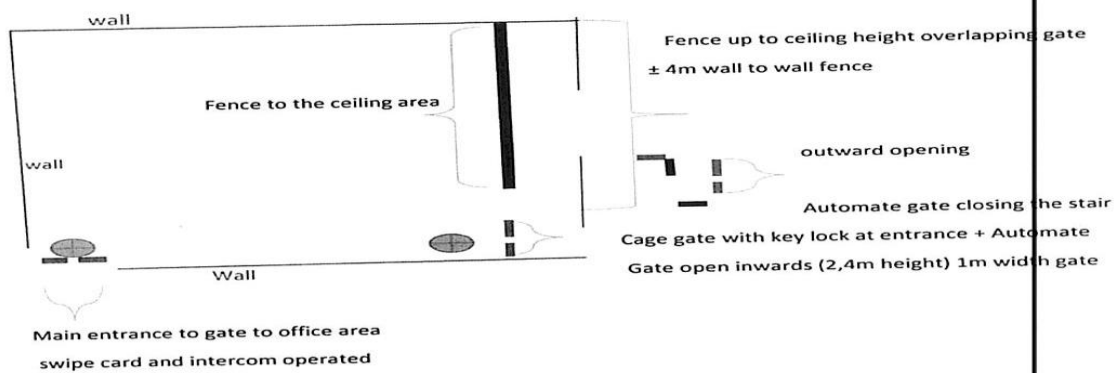
TRAINING CENTRE - PARKING



Requirements: (Warranty on gate Motor)

- Fence of about 20-25m in length
- Remote Gate for cars to come in and out, about 2,4 m wide, Height 2,4 m, (Left side of building), must have spike's on top.
- Electric motor.
- Pedestrian Gate must open inward. Must have a bolt lock as well as a key lock. (3 Set of keys).
- Perimeter fence should be 2,4 High and have spikes.
- Must enclose front of building as per diagram.
- 5m motorized gate with spikes of with remote operation

CENTRAL BUILDING FENCE



Requirements:

- Automate gate 2,4-meter height with intercom operated closing of the bottom staircase entrance with full length wall to wall close off to Protection and Training Department
- Gate at the bottom of staircase must open outwards
- Cage of 1 metre width, Height 2,4 m, 2 meters long at entrance of office building
- Gate must open inward. Must have a bolt lock as well as a key lock + automated. (3 Set of keys).
- Will only cover front and right side of building as per diagram.
- Spikes to be on top of fence

SECTION 9

BOQ/ PRICING SCHEDULE

Fencing Around Armoury – Red Hill Station			
Description	Meters	Rate	Amount
<p>High security woven mesh panels with aperture size (centers) @ 11mm x 55mm. Panel size 2200 mm width x 2400 mm high. Panel fence to be heavy high security woven panel fence, with rectangular woven mesh design. Core wire diameter to be 6mm horizontal and 6mm vertical. Panel shall receive (P.E) Polyester Electrostatic Coating, Black RAL 9005, Please note: Woven apertures only,</p>	49		

<p>All bolts and washers required shall be of grade 304 stainless steel. Right angle of building wall (from platform side to the entrance gate must be with a fixed panel fenced closing) 40mm x40mm x 1.5mm Thick stabilizers bolted @ 2100mm width between each post on top /center and bottom of fence. 2100mm Length After P.E (Polyester Electrostatic) Coating 2mm thick. Openings 3 Stainless Steel Bolts and Shear nuts Fixtures.</p>			
<p>55mm x 100mm x 3mm thick x 3600mm long Heavy duty I.P.E Post with 600mm x 400 mm square 15Mpa concrete, post will be 3000mm high above ground. Secure post to be (F.H.D) Fully Hot Dipped galvanized and Coated Black RAL 9005 Holes are pre-drilled before Coating.</p>	21		
<p>100mm High Razor Spikes installed on top of Fence.</p> <p>(P.E) Polyester Electrostatic Coated. (F.H.D)Fully Hot Dipped Galvanized. 500mm High Razor Coil Coated Black above the Fence.</p>	45		

<ul style="list-style-type: none"> • Cage of 1 meter width, Height 2,4 m, 2 meters long at entrance of office building • Gate must open inward. Must have a bolt lock as well as a key lock. (3 Set of keys) Gate to be automate with intercom link to the ops room 		1		
Side Gate: 1 meter width interlink to cage, also 2.4m high (Should have a key lock to enter and exit)		1		
2m Length and 2.4m height woven mesh with square post at rear of exiting wall. Secure post to be hot dipped galvanized and Coated Black RAL 9005 Holes are pre-drilled before Coating		1		
Platform side: ±2m of exiting wall from building, a fixed fitted on woven mesh with boxed square post Secure post to be hot dipped galvanized and Coated Black RAL 9005 Holes are pre-drilled before Coating.		1		

Fencing around Armoury – Durban Central Station

Description		Meters	Rate	Amount
<p>High security woven mesh panels with aperture size (centers) @ 11mm x 55 mm. Panel size 2200 mm width x 2400 mm high. Panel fence to be heavy high security woven panel fence, with rectangular mesh design. Core wire diameter to be 6mm horizontal and 6mm vertical. Panel shall receive (P.E) Polyester Electrostatic Coating, Black RAL 9005, Please note : Woven apertures only, 40mm x40mm x 1.5mm Thick stabilizers bolted @ 2100mm width between each post on top /center and bottom of fence. 2100mm Length After P.E (Polyester Electrostatic) Coating 2mm thick. Openings 3 Stainless Steel Bolts and Shear nuts Fixtures.</p>		14		

<p>55mm x 100mm x 3mm thick x 3600mm long Heavy duty .P.E Post with 600mm x 400 mm square 15Mpa concrete, post will be 2.4m high above ground. Secure post to be hot dipped galvanized and Coated Black RAL 9005 Holes are pre-drilled before Coating.</p>	<p>12</p>		
<p>100mm High Razor Spikes installed on top of Fence.</p> <p>(P.E) Polyester Electrostatic Coated. (F.H.D)Fully Hot Dipped Galvanized. 500mm High Razor Coil Coated Black above the Fence.</p>	<p>8</p>		
<ul style="list-style-type: none"> • Cage of 1 meter width, Height 2,4 m, 2 meters long at entrance of office building • Gate must open outward. Must have a bolt lock as well as a key lock. (3 Set of keys) Gate to be automate with intercom link to the ops room 	<p>1</p>		
<ul style="list-style-type: none"> • Side Gate: 1 meter width interlink to cage, also 2,4m high (Should have a key lock to enter and exit) 	<p>1</p>		

Training Centre Entrance

Description	Meters	Rate	Amount
High security woven mesh panels with aperture size (centers) @ 11mm x 55mm. Panel size 2200 mm width x 2400 mm high. Panel fence to be heavy high security woven panel fence, with rectangular mesh design. Core wire diameter to be 6mm horizontal and 6mm vertical. Panel shall receive (P. E).Polyester Electrostatic Coating, Black RAL 9005, Please note : Woven apertures only, All bolts and washers required shall be of grade 304 stainless steel. Gate to be automate with remote working (Fence from wall to wall) 40mm x40mm x 1.5mm Thick stabilizers bolted @ 2100mm width between each post on top /center and bottom of fence. 2100mm Length After P.E (Polyester Electrostatic) Coating 2mm thick. Openings 3 Stainless Steel Bolts and Shear nuts Fixtures.	26		
55mm x 100mm x 3mm thick x 3600mm long Heavy duty .P.E Post with 600mm x 400 mm square 15Mpa concrete, post will be 3000m high above ground. Secure post to be hot dipped galvanized and Coated Black RAL 9005 Holes are pre-drilled before Coating.	14		
100mm High Razor Spikes installed on top of Fence. 500mm High Razor Coil Coated Black above the Fence.	26		
• Gate of 1 meter width, Height 2.4 m, pedestrian gate jointed to the fixed part to the left side wall. Gate to be automate and intercom to be linked to the training center. Gate should also have lock and keys(3 keys)	1		

<p>5m Length with 2,4m Height Motorized and remoted driveway gate from right side of wall to the fixed Length to NKP fence. Heavy duty. P.E Post with 600mm x 400 mm square 15Mpa concrete, post will be 3000m high above ground. Secure post to be hot dipped galvanized and Coated Black RAL 9005 Holes are pre-drilled before Coating</p>		5		
<p>20m Length Fixed woven mesh with square post with stabilizer bar top/center and bottom,2.4m height with spike as per normal requested material</p>		20		
Sub Total				
15% Vat				
Total Amount				