



prasa
PASSENGER RAIL AGENCY
OF SOUTH AFRICA

REQUEST FOR QUOTATION (RFQ)

RFQ NUMBER: KZN/PRASA/2026/08/05/Q

REQUEST FOR QUOTATION (RFQ) FOR PURCHASING AGREEMENT FOR THE REMOVAL OF LITTER/GENERAL WASTE BETWEEN DURBAN AND BEREA STATIONS FOR 36 MONTHS AS AND WHEN REQUIRED

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

BID NUMBER:	...	CLOSING DATE:	...01 SEPTEMBER 2026	CLOSING TIME:12	:00
DESCRIPTION	PURCHASING AGREEMENT FOR THE REMOVAL OF LITTER/GENERAL WASTE BETWEEN DURBAN AND BEREA STATIONS FOR 36 MONTHS AS AND WHEN REQUIRED.				

BID RESPONSE DOCUMENTS SHALL BE ADDRESSED AS FOLLOWS:

BID RESPONSE DOCUMENTS MUST BE DEPOSITED IN THE BID BOX NO.4 AND HAND DELIVERED TO

65 MASABALALA YENGWA AVENUE

PRASA REGIONAL OFFICE FOYER AREA

HELPDESK,

PRASA SCM

KWAZULU NATAL

ON OR BEFORE CLOSING DATE. PLEASE ENSURE YOU TO SIGN SUBMISSION REGISTER.

COMPULSORY BRIEFING WILL BE ON 21 AUGUST 2026 @ 10H00 AT METRORAIL OFFICE, 65 MASABALALA YENGWA AVENUE, DURBAN

STATION, DURBAN AND THEN WE WILL PROCEED TO SITE

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Johnson Zwane
TELEPHONE NUMBER	031 813 0102
E-MAIL ADDRESS	JZwane@metrorail.co.za

SUPPLIER INFORMATION

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

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

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 Request For Quotation SCM_2023

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 AND SCORING METHODOLOGY

The evaluation of the Bids by the evaluation committees will be conducted at various levels.

The following levels will be applied in the evaluation:

LEVEL	DESCRIPTION
Verify completeness	The Bid is checked for completeness and whether all required documentation, certificates; verify completeness warranties and other Bid requirements and formalities have been complied with. Incomplete Bids will be disqualified.
Verify compliance	The Bids are checked to verify that the essential RFP requirements have been met. Non-compliant Bids will be disqualified.
Detailed Evaluation of Technical	Detailed analysis of Bids to determine whether the Bidder is capable of delivering the Project in terms of business and technical requirements. The minimum threshold for technical evaluation is [80%], any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and Specific Goals.
Specific Goals	Evaluate Specific Goals
Price Evaluation	Bidders will be evaluated on price offered.
Scoring	Scoring of Bids using the Evaluation Criteria.
Recommendation	Report formulation and recommendation of Preferred and Reserved Bidders
Best and Final Offer	PRASA may go into the Best and Final Offer process in the instance where no bid meets the requirements of the RFP and/or the Bids are to close in terms of points awarded.
Approval	Approval and notification of the final Bidder.

SECTION 3

1 EVALUATION CRITERIA:

Interested bidders for this project shall be evaluated in terms of their business credentials, financial standing, empowerment, technical capacity and experience. The evaluation committee shall use the following Evaluation Criteria depicted in Table 1 below for the selection of the preferred bidder that shall render professional services and construction management work for the project.

EVALUATION CRITERIA	WEIGHTING
Stage 1	Compliance
Stage 1A - Mandatory Requirements	
Stage 1B - Other Mandatory Requirements	

EVALUATION CRITERIA	WEIGHTING
Stage 2	Technical/Functionality
Technical/Functional Requirements	Threshold of 80%
Stage 3	Price and Specific Goals
Price	80
Specific Goals	20
TOTAL	100

Table 1: Evaluation criteria for the selection of a potential bidder

The details of the stages outlined in Table 1 above are presented in following sections below.

STAGE 1: COMPLIANCE REQUIREMENTS

Bidders must comply with the following requirements and failure to comply will lead to immediate disqualification.

Stage 1A- Mandatory Requirements

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

No.	Description of requirement	
a)	Completion of ALL RFP documentation (includes ALL)	
b)	Briefing Session Form D. Bidders must also reflect on the Compulsory Briefing Session Attendance Register and Site Briefing Session Attendance.	
c)	Signed Joint Venture, Consortium Agreement or Partnering Agreement (whichever is applicable)	
d)	Trackmaster with a valid C Green certificate (certified copies)/Supervisor	
e)	Min 2 valid flagmen certificate (certified copies)	
f)	Bidders must complete a bid submission register and sign it	

Table 2: Mandatory Requirements

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.

No.	Description of requirement	
a)	Letter of Good Standing: COID	
b)	Valid SARS Pin	
c)	CSD supplier registration number	

Table 3: Other Mandatory Requirements

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 Table 1 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 below.

ITEM	CRITERIA	WEIGHT
1.1	Organisational Experience	50
1.2	Resources (Personnel's CV) Trackmaster with valid C green/Supervisor, 2 Flagmen	50
TOTAL		100

Table 5: Technical Evaluation Criteria

PERCENTAGES RELATING TO SCORING POINTS

Scorings and their Relevant Percentage Allocation to Weight	
Scoring	Percentage
0	5%
1	10%
2	40%
3	80%
4	100%

Table 6: Scoring Percentages to Weights

The example of calculating points is: If one scores 3 on previous experience, he/she will receive a final weight of **30 points x 80% = 24 points**

Functional Evaluation Criteria

Bidders are evaluated based on the functional criteria set out in this RFP. Only those Bidders which score [80] points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid.

WEIG HT	Evaluation CRITERIA	ORGANISATIONAL EXPERIENCE				
		SCORING				
		0	1	2	3	4
50	Previous Experience of working in waste removal of all types of waste within the last 10 years (Completion /Reference letter in a client's letter head with description of works, contract amount, signature and date of completion)	No Submission or irrelevant information provided	experience of working in waste removal of all types of waste with at least 1 completed project with a completion/reference letter in a client's letter head	experience of working in waste removal of all types of waste with at least 2 completed projects with a completion/reference letter in a client's letter head	experience of working in waste removal of all types of waste with at least 3 completed projects with a completion/reference letter in a client's letter head	experience of working in waste removal of all types of waste with at least 4 completed projects with a completion/reference letter in a client's letter head
50	Personnel Work Experience Trackmaster with C green /Supervisor and 4 Flagmen)	No Submission/ C.V. For Trackmaster on trackmaster duties and CV for Flagmen/flag ladies duties with less than years' experience combined	C.V. For Trackmaster on trackmaster duties and CV for flagmen duties with 5 years' experience combined for both personnel	C.V. For Trackmaster on trackmaster duties and CV for flagmen duties with 6-8 years' experience combined for both personnel	C.V. For Trackmaster on trackmaster duties and CV for flagmen duties with 9-12 years' experience combined for both personnel	C.V. For Trackmaster on trackmaster duties and CV for flagmen duties with more than 12 years' experience combined for both personnel

Table7: Evaluation Criteria

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)

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:

16.1. 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.

3.1 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

2,1 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
AT LEAST LEVEL 2 B-BBEE	10		Sworn Affidavit or B-BBEE Certificate issued by a SANAS approved agency(in case of JV only a consolidated BEE certificate will be accepted
BLACK WOMAN OWNED	10		Certified copy of ID Documents of the Owners
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.

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:

.....
.....

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise

whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....
.....

3 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

SBD 6.1

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

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

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

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

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 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 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
AT LEAST LEVEL 2 B-BBEE	10		Sworn Affidavit or B-BBEE Certificate issued by a SANAS approved agency (in case of JV only a consolidated BEE certificate will be accepted)
BLACK WOMEN OWNED	10		Certified copy of ID Documents of the Owners
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:

.....

.....

.....

FORM D: PRE-TENDER BRIEFING SESSION AND SITE VISIT

Request number:	KZN/PRASA/2026/08/05/Q
Request for Quotation	PURCHASING AGREEMENT FOR THE REMOVAL OF LITTER/GENERAL WASTE BETWEEN DURBAN AND BEREA STATIONS FOR 36 MONTHS AS AND WHEN REQUIRED.

Attendance

This is to certify that _____ has / have today attended the site inspection / tender 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 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 8

SPECIFICATION/SCOPE OF WORK

PROJECT SPECIFICATION FOR THE REMOVAL OF WASTE BETWEEN DURBAN AND BEREA

1. SCOPE

This specification covers the work of removing of general and hazardous waste, handling and processing in various areas in the PRASA KZN region fence to fence.

For the purpose of this contract the “works” shall include:

- 1.1 Removal of general and hazardous waste in Various areas in the PRASA KZN region and disposing it at approved waste disposal site.
- 1.2 Any work arising out of or incidental to the above or required of the Contractor for the proper completion of the contract in accordance with the true meaning and intent of the contract documents
- 1.3 Types of waste include but not limited to paper, plastic, blankets, mattresses, cardboards and clothes etc.
- 1.4 The area to be cleaned was inhabited by vagrants and the waste may thus contain used needles and human waste.

2 LOCATIONS

Between Durban and Berea stations

3 STANDARD SPECIFICATIONS AND INSTRUCTIONS OF PRASA KZN

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

- (i) The project specification
- (ii) The schedule of quantities
- (iii) Specification for safety arrangements and procedural compliance with the Occupational Health and Safety Act: Act 85 of 1993 and Regulations E.4E

4. ENVIRONMENT REGULATION/LEGISLATION REQUIREMENTS

- 4.1 The Environmental Management Acts in addition to the Occupational Health and Safety Act, 1993, National Environmental Management Act (Act 107 of 1998), Environmental Conservation Act (Act 73 of 1989), National Environmental Management: Waste Act (Act 59 of 2008), National Water Act (Act 36 of 1998), Hazardous Substance Act (Act 15 of 1973), The National Waste Management Strategy, Hazardous Chemical Substances Regulations, 1998 Hazardous Biological Agents Regulations, 2001, Health Act (Act 63 of 1977) will be applicable to this contract. The contractor is to ensure familiarity with and compliance to the regulation/legislation.

The regulation can be obtained from the Department of Labour. The contractor is to ensure that the prices tendered for this contract make allowance for all the requirements of the regulation/legislation.

5. DURATION OF CONTRACT

- 5.1 This contract shall commence within 2 weeks of its award, and the contract shall terminate after a period of thirty-six months or attaining a value of R 5 000 000.00 incl. vat (five million rands Inc. Vat) whichever comes first. The engineer reserves the right to decide.

6 TO BE SUPPLIED BY THE CONTRACTOR

- 6.1 The Contractor shall supply all labour, plant, consumable materials, all types of tools for waste removal, safety equipment and fuel necessary for the proper completion of the contract. The Contractors must submit a working program and method of statement. A disposal certificate must be submitted by the Contractor on a monthly basis or when a section has been completed (quantities of waste disposed should be reflect on the certificate).
- 6.2 The contractor to provide a safety file which will be inclusive in the contractors pricing. This document to be submitted within 1 week of award
- 6.3 The Contractor or his teams will not be allowed into the operating tunnel without the necessary personal protective equipment necessary such as high visibility vests, safety boots, face masks, overalls and gloves
- 6.4 The Contractor must supply team, wheelbarrows, waste bin or skip, litter pickers, shovels, spades, refuse bags, rakes and forks and all other tools necessary to carry out the work, the tools and transport should be included on the team rate in the BOQ.
- 6.5 The contractor should provide with litter/refuse bags and transport for the disposing of litter.
- 6.6 The Contractor should provide the disposal certificate.
- 6.7 The contractor and his /her employees must have competency or knowledge of handling hazardous waste and chemical substances.
- 6.8 Contractor's employees must be trained and deemed competent for the work they are going to perform.

7 TO BE SUPPLIED BY PRASA KZN

- 7.1 Locality of section to be cleaned (Durban to Berea Road)
- 7.2 PRASA KZN will provide a site instruction book for any instructions that need to be issued to the Contractor. The Contractor will have to sign for all instructions issued and will be issued with copies of the instructions.

8 SAFETY

The service provider must be an accredited service provider to collect and dispose hazardous waste at a licensed hazardous waste disposal facility.

Safety will not be compromised, and the contractor must always ensure that the appropriate protective safety equipment including reflective vests and safety boots to be worn, safety plan and safe disposal certificate to certify that the waste has been properly disposed.

9 STANDARDS OF WORKMANSHIP

The site shall be left neat and tidy on completion.

10 CLEARING OF SITE

The works will not be deemed complete unless the site is cleared to the satisfaction of the Technical officer.

11 MEASUREMENT AND PAYMENT

The unit of measurement will be per Ton or part thereof. On completion of the Contract, the Contractor shall submit an invoice for all works carried out to the Regional Engineer, PRASA KZN. The Regional Engineer will then verify the correctness of this invoice and, once he is satisfied, the invoice shall be processed for payment.

12 PROTECTION

The contractor to provide 1 qualified Trackmaster/Supervisor (refresher training in train protection and category C green certificate which must be current), four qualified flagmen (flagman certification and refresher training in train protection which must be current). Failing to provide these documents with his/her tender will result in their tenders not been considered.

13 SITE ACCESS

The Contractor must make all arrangements to the necessary authorities. No access to site via PRASA KZN property will be granted without permission from the Technical Officer / Project Leader.

14 PENALTIES FOR ILLEGAL OCCUPATION

The Contractor is not allowed to work on site without an occupation notice or the required protection. Should the Contractor perform any work on site, without an occupation notice or without the required protection, then the Contractor shall pay PRASA KZN, a penalty of R10,000.00 (Ten Thousand Rands.)

15 PENALTIES FOR DELAYS TO TRAINS

Should the Contractor cause delays to the train service, either by late finish of daily occupation or inability to comply with the working programme and scheduled occupations, then the Contractor shall pay to PRASA KZN, and a penalty of R80.00 per minute per train that was delayed.

16 HOURS OF WORK

No work will be permitted outside normal working hours, on Sundays, Saturdays and Public Holidays, unless the permission of the Engineer has been obtained in writing. The permission

will only be granted to suit occupation periods granted or in other exceptional circumstances and under such conditions the Engineer may decide.

Normal working hours shall mean the period from 08:30 to 15:00 on normal weekdays.

17 OCCUPATIONS AND WORK PERMITS

Work to be done during total occupation or during an occupation between trains or under a work permit shall be done in a manner decided by the Engineer and at times to suit the requirements of PRASA KZN maintenance and/or operating Contractor.

The maximum duration of occupations/ will normally not exceed six hours nor be less than three hours. Occupations are granted from 08:30 to 15:00 Mondays to Saturdays and Sundays 07:30 to 17:00 depending on operations.

18 VALUE-ADDED TAX

- (i) Value added tax in terms of the Value-added Tax Act No. 89 of 1991 should not be included in the tendered rates. Provision is made in the Schedule of Prices/Summary of Prices for the lump sum addition of value added tax.
- (ii) The total price inclusive of Value-added Tax shall be carried forward to the Tender form.
- (iii) Value-added Tax shall be reflected on monthly contract payment certificate but paid separately on the presentation of a VAT-invoice by the contractor.
- (iv) The value of work reflected on the VAT-invoice must correspond with the net amount indicated on the contract payment certificate.

19 INSURANCE

The Contractor will be responsible for insurance of all tools, equipment, vehicles and labour that will be used on this contract.

SECTION 9

SCHEDULE OF QUANTITIES AND PRICES

WASTE REMOVAL BETWEEN DURBAN AND BEREA IN THE PRASA KZN REGION

ITEM NO	DESCRIPTION	UNIT	RATE (incl. Vat)	
			R	C
1.	LABOUR			
1.1	Team (30 labours)	Hr.		
1.2	Supply protection in the form of (1 Track Master/Supervisor and 4 flagmen)	Hr.		
1.3	Over time/Saturday time (for both item 1.1 and 1.2)	Hr.		
1.4	PPH/Sunday time (for both item 1.1 and 1.2)	Hr.		
1.5	Nightshift time (for both item 1.1 and 1.2)	Hr.		
1.6	Standing time (for both item 1.1 and 1.2)	Hr.		
2.	WASTE REMOVAL			
2.1	Removal, Transportation and disposal on an approved Municipality dumping site (PROVISIONAL)	Ton		
2.2	Provide, deliver, position, maintain and remove 6 m ³ Skip for collection and lawful disposal of all types of waste including loading, transport, disposal at an approved disposal facility, tipping fees and compliance with environmental regulations.	each		

The Contractor must notify the Project Manager for every load that is ready for disposal before dumping so that the Project Manager can verify the waste loaded.

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.

Supplier Signature _____

“NB” Failure to complete and sign the above confirmation will result in automatic disqualification.

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).