

**PROVISION OF FOUR (4) 3EB OR HIGHER CONTRACTORS FOR ELECTRICAL MAINTENANCE AND REPAIRS ON AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS IN THE WESTERN CAPE REGION**

**WCR/CRES/04/02/2022**



**BID NUMBER: WCR/CRES/04/02/2022**

**REQUEST FOR PROPOSAL (RFP): PROVISION OF FOUR (4) 3EB OR HIGHER CONTRACTORS FOR ELECTRICAL MAINTENANCE AND REPAIRS ON AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS IN THE WESTERN CAPE REGION**

|                                       |                                                                                                                                               |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CLOSING DATE</b>                   | <b>29 MARCH 2022</b>                                                                                                                          |
| <b>CLOSING TIME</b>                   | <b>12:00PM</b>                                                                                                                                |
| <b>BID DOCUMENTS DELIVERY ADDRESS</b> | <b>PASSENGER RAIL AGENCY OF SOUTH AFRICA<br/>PRASA CRES – 1ST FLOOR CMOCC BUILDING, TOWER BLOCK<br/>CAPE TOWN STATION<br/>8001</b>            |
| <b>BIDDER NAME</b>                    | <b>.....</b>                                                                                                                                  |
| <b>BID RETURN ADDRESS</b>             | <b>PASSENGER RAIL AGENCY OF SOUTH AFRICA<br/>PRASA CRES – 1<sup>st</sup> FLOOR CMOCC BUILDING, TOWER BLOCK<br/>CAPE TOWN STATION<br/>8001</b> |

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**Disclaimer**

This document is provided solely for the purpose set out in this RFP and is not intended to form any part or basis of any investment decision by Bidders. The recipient should not consider the document as an investment recommendation by PRASA or any of its advisers.

Each person to whom this document (and other later documents) is made available must make his own independent assessment of the Project after making such investigation and taking such professional advice as he/she or it deems necessary. Neither the receipt of this document or any related document by any person, nor any information contained in the documents or distributed with them or previously or subsequently communicated to any Bidder or its advisers, is to be taken as constituting the giving of an investment advice by PRASA or its advisers.

Whilst reasonable care has been taken in preparing this RFP and other documents, they do not purport to be comprehensive or true and correct. Neither PRASA nor any of its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in any document.

They acquaint themselves with this RFP and take note that no representation or warranty, express or implied, is or will be given by PRASA, or any of its officers, employees, servants, agents or advisers with respect to the information or opinions contained in any document or on which any document is based. Any liability in respect of such representations or warranties, howsoever arising is hereby expressly disclaimed.

If any recipient, or its employees, advisers or agents make or offers to make any gift to any of the employees of PRASA or consultant to PRASA on the RFP either directly or through an intermediary then such recipient, Bidder will be disqualified forthwith from participating in the RFP.

Each recipient of this RFP agrees to keep confidential any information of a confidential nature which may be contained in the information provided (the "Confidential Information Provided"). The Confidential Information provided may be made available to Bidder's subcontractors, employees and professional advisers who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality) but shall not, either in the whole or in part, be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without the prior written consent of PRASA, nor may it be used for any other purpose than that for which it is intended.

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These requirements do not apply to any information, which is or becomes publicly available or is shown to have been made available (otherwise than through a breach of a confidentiality obligation).

Bidders, Key Contractors and their constituent members, agents and advisers, may be required to sign confidentiality Contracts/undertakings (in such form as PRASA may require from time to time).

All Confidential Information Provided (including all copies thereof) remains the property of PRASA and must be delivered to PRASA on demand. Further, by receiving this RFP each Bidder and each of its members agrees to maintain its submission in Bid to this RFP confidential from third parties other than PRASA and its officials, officers and advisers who are required to review the same for the purpose of procurement of the RFP.

Any recipient residing outside the Republic of South Africa is urged to familiarise themselves with and to observe any regulatory requirements relevant to the proposed transaction (whether these derive from a regulatory authority within or outside the Republic of South Africa).

Any requirement set out in this RFP regarding the content of a response to the RFP is stipulated for the sole benefit of PRASA, and serves as expressly stated to the contrary, may be waived at its discretion at any stage in the procurement process.

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

- Modify the RFP's goods / service(s) / works and request Respondents to re-bid on any changes;
- Withdraw, amend the RFP at any time without prior notice and liability to compensate or reimburse any respondent;
- Reject any Proposal which does not conform to instructions and specifications which are detailed herein
- Disqualify Proposals submitted after the stated submission deadline;
- Call a respondent to provide additional documents which PRASA may require which have not been submitted to PRASA.
- Not necessarily accept the lowest priced Proposal or alternative bid;
- Not accept any response to the RFP or appoint a final bidder;
- Reject all proposals if it so decides;
- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP's closing date;

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- Award a contract for only a portion of the proposed goods/ service/s/ works which are reflected in the scope of this RFP;
- Split the award of the contract between more than one Service Provider, should it at PRASA's discretion be more advantageous in terms of, amongst others, cost or development considerations;
- Make no award at all;
- Validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to PRASA to do so;
- Request annual financial statements prepared and signed off by a professional accountant or other documentation for the purposes of a due diligence exercise; and/or
- Not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it.

To adopt any proposal made by any bidder at any time and to include such proposal in any procurement document which may or may not be made available to other bidders.

All costs and expenses incurred by Bidders in submitting responses to this RFP shall be borne by the Bidders and PRASA shall not be liable for any costs or expenses whatsoever or any claim for reimbursement of such costs or expenses.

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 and/or place the Respondent on PRASA's list of Restricted Suppliers.

PRASA reserves the right to negotiate market-related price with the bidder scoring the highest points or cancel the bid; if the bidder does not agree to a market related price, negotiate a market related price with the bidder scoring the second highest points or cancel the bid; if the bidder scoring the second highest points does not agree to a market related price, negotiate a market related price with the bidder scoring the third highest points or cancel the bid. If the market related price is not agreed as envisaged in this paragraph, PRASA will cancel the bid.

PRASA reserves the right to negotiations Best and Final Offer (BAFO) with selected Respondents where none of the Proposals meet RFP requirement, are affordable and demonstrate value for money

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and there is no clear preferred response to the RFP PRASA will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether the Respondent is awarded a contract.

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## **1 ACRONYMS**

|       |                                                                                        |
|-------|----------------------------------------------------------------------------------------|
| BBBEE | Broad Based-Black Economic Empowerment                                                 |
| CIDB  | Construction Industries Development Board                                              |
| DTiC  | The Department of Trade and Industry and Competition                                   |
| PPPFA | Preferential Procurement Policy Framework Act 5 of 2000 (as amended from time to time) |
| PFMA  | Public Finance Management Act No.1 of 1999 (as amended from time to time)              |
| PRASA | Passenger Rail Agency of South Africa                                                  |
| RFP   | Request for Proposal                                                                   |
| SANAS | South African National Accreditation System                                            |

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## **2 INTERPRETATION**

In this RFP, unless inconsistent with or otherwise indicated by the context –

- 2.1 headings have been inserted for convenience only and should not be considered in interpreting the RFP;
- 2.2 any reference to one gender shall include the other gender;
- 2.3 words in the singular shall include the plural and vice versa.
- 2.4 any reference to natural persons shall include legal persons and vice versa.
- 2.5 words defined in a specific clause have the same meaning in all other clauses of the RFP, unless the contrary is specifically indicated;
- 2.6 any reference to the RFP, schedule or appendix, shall be construed as including a reference to any RFP, schedule or appendix amending or substituting that RFP, schedule or appendix;
- 2.7 the schedules, appendices and Briefing Notes issued pursuant to this RFP, form an indivisible part of the RFP and together with further clarifying and amending information provided by PRASA, constitute the body of RFP documentation which must be complied with by Bidders;
- 2.8 in the event of any inconsistency between this RFP or other earlier information published regarding the Project, the information in this RFP shall prevail; and
- 2.9 this RFP shall be governed by and applied in accordance with South African law.

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### **3 DEFINITIONS**

In this RFP and in any other project documents (as defined below) which so provides, the following words and expressions shall have the meaning assigned to them below and cognate expressions shall have a corresponding meaning, unless inconsistent with the context:

- 3.1 “Accounting Authority” means the Board of PRASA;
- 3.2 “Contract” means the Contract to be entered between PRASA and the successful Bidder for the provision of the services procured in this RFP.
- 3.3 “Bid” means the Bid to the RFP submitted by Bidders;
- 3.4 “Bidders Briefing Session” means the briefing session to be held at the offices of PRASA, in order to brief the Bidders about this tender;
- 3.5 “Black Enterprise” means an enterprise that is at least 51% beneficially owned by Black People and in which Black People have substantial Management Control. Such beneficial ownership may be held directly or through other Black Enterprises;
- 3.6 “Black Equity” means the voting equity held by Black People from time to time;
- 3.7 “Black People” means African, Coloured and Indian South African citizens, and “Black Person” means any such citizen;
- 3.8 “Black Woman” means African, Coloured and Indian South Africa Female citizen;
- 3.9 “Briefing Note” means any correspondence to Bidders issued by the PRASA;
- 3.10 “Business Day” means any day except a Saturday, Sunday or public holiday in South Africa;
- 3.11 “Bidders” means individuals, organisations or consortia that have been submitted responses to the RFP in respect of the tender;
- 3.12 “Consortium” means any group of persons or firms jointly submitting a Bid as Bid to this RFP and “Consortia” means more than one Consortium;
- 3.13 “Contractor” the successful Bidders who has signed a Contract with PRASA in terms of this RFP.
- 3.14 “Closing Date” means the closing date for submission of bids/ Proposals by Bidders which is **29 MARCH 2022;**
- 3.15 “Project” means this project for **PROVISION OF FOUR (4) 3EB OR HIGHER ELECTRICAL MAINTENANCE , SERVICING AND REPAIRS CONTRACTORS ON AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS IN THE WESTERN CAPE REGION.**
- 3.16 “RFP” means the Request for Proposals issued by PRASA for this tender; and

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3.17 “Scope of Work” means the scope of work for this project as detailed out in the RFP technical specifications.

**SECTION 1**

**NOTICE TO BIDDERS**

**1 INVITATION TO BID**

You are hereby invited to submit a bid to meet the requirements of the Passenger Rail Agency of South Africa. Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations, or enterprises [hereinafter referred to as an **entity, Bidder**].

|                                            |                                                                                                                                                                                                                                                                 |
|--------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>BID DESCRIPTION</b>                     | <b>PROVISION OF FOUR (4) 3EB OR HIGHER ELECTRICAL MAINTENANCE AND REPAIRS CONTRACTORS ON AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS IN THE WESTERN CAPE REGION.</b>                                                                                            |
| <b>BID ADVERT</b>                          | This RFP may be downloaded directly from National Treasury’s e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge. With effect from <b>25 FEBRUARY 2022</b>                                               |
| <b>ISSUE DATE</b>                          | <b>25 FEBRUARY 2022</b>                                                                                                                                                                                                                                         |
| <b>SPECIAL CONDITIONS OF TENDER</b>        | <ul style="list-style-type: none"> <li>PRASA reserves the right to award business of this tender to Multiple Bidders.</li> <li>Each Bidder will be allocated a Corridor.</li> </ul>                                                                             |
| <b>COMPULSORY VIRTUAL BRIEFING SESSION</b> | <b>09 MARCH 2022 AT 10h00.</b>                                                                                                                                                                                                                                  |
| <b>CLOSING DATE</b>                        | <b>29 MARCH 2022</b><br>Bidders must ensure that bids are delivered timeously to the correct address.<br>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.                                  |
| <b>VALIDITY PERIOD</b>                     | <b>90 Business Days from Closing Date</b><br>Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period. |
| <b>CLOSING DATE FOR QUESTIONS</b>          | <b>14 March 2022 at 12:00pm</b>                                                                                                                                                                                                                                 |
| <b>CLOSING DATE FOR RESPONSES</b>          | <b>18 March 2022 at 16:00pm</b>                                                                                                                                                                                                                                 |
| <b>CONTACT PERSON</b>                      | <b>Siyasanga Nyweba</b>                                                                                                                                                                                                                                         |

Any additional information or clarification will be emailed to all Respondents, if necessary.

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## **2 FORMAL TENDER BRIEFING**

2.1 A compulsory virtual briefing session on Microsoft Teams will be held on 09 March 2022 at 10h00 till 12h00.

[https://teams.microsoft.com//meetup-join/19%3ameeting\\_NzcyMTkxMTUtNDhjZC00YTg5LTk3MzktOTc3Y2I2NWnkNGZj%40thread.v2/0?context=%7b%22id%22%3a%22ef089e05-fa66-4ce1-99c1-feb47ce02989%22%2c%22oid%22%3a%22024e6211-022a-432a-a7d7-852c7d0554c9%22%7d](https://teams.microsoft.com//meetup-join/19%3ameeting_NzcyMTkxMTUtNDhjZC00YTg5LTk3MzktOTc3Y2I2NWnkNGZj%40thread.v2/0?context=%7b%22id%22%3a%22ef089e05-fa66-4ce1-99c1-feb47ce02989%22%2c%22oid%22%3a%22024e6211-022a-432a-a7d7-852c7d0554c9%22%7d)

## **3 BRIEFING SESSION MINUTES AND NOTES**

3.1 PRASA will issue briefing session minutes or notes together with the response to the clarification questions within 3 days from the date of the briefing session.

3.2 PRASA will provide clarification answers to the questions asked via Annexure 7 on the date stipulated in the RFP document.

Clarifications will be issued to all Respondents to this RFP utilizing the contact details provided at receipt of the responses to the RFP documentation, after submission to the authorised representative.

3.3 Bidders / Respondents are requested to promptly confirm receipt of any clarifications sent to them.

3.4 Bidders / Respondents must ensure responses to the clarifications are received on or before the deadline date stated.

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**4 PROPOSAL SUBMISSION OF RFP RESPONSE**

Proposal Responses must be submitted to PRASA in a sealed envelope addressed as follows:

RFP No: **WCR/CRES/04/02/2022**

Description of Bid: **PROVISION OF FOUR (4) 3EB OR HIGHER CONTRACTORS FOR ELECTRICAL MAINTENANCE AND REPAIRS ON AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS IN THE WESTERN CAPE REGION.**

Closing date and time: **29 March 2022 at 12:00pm**

Closing address: **[Refer to option in paragraph 5 below]**

**5 DELIVERY INSTRUCTION FOR RFP**

**Delivery of Bid**

The sealed bid envelopes must be deposited in the PRASA tender box which is located at the main entrance of 1st floor CMOC Building located at PRASA CRES Regional Offices, Cape Town Station and must be addressed as follows:

**PASSENGER RAIL AGENCY OF SOUTH AFRICA (PRASA) CRES,  
1ST FLOOR CMOC BUILDING, TOWER BLOCK  
CAPE TOWN STATION  
8001**

***NB: BIDDERS ARE URGED TO COME INSIDE THE RECEPTION AREA OF PRASA CRES OFFICES TO SIGN THE TENDER SUBMISSION REGISTER WHEN DEPOSITING THEIR BID PROPOSALS INTO THE TENDER BOX.***

**6 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS**

As explained in more detail in the attached SBD 6.1 (BBBEE Preference Points Claim Form) in and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Respondents are to note that PRASA will award "preference points" to companies who provide valid proof of their B-BBEE status using either the latest version of the generic Codes of Good Practice or Sector Specific codes) if applicable).

**Note: Failure to submit valid and original (or a certified copy of) proof of the Respondent's compliance with the B-BBEE requirements stipulated in this RFP (the B-BBEE Preference Points Claim Form) at the Closing Date of this RFP, will result in a score of zero being allocated for B-BBEE.**

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**6.1 B-BBEE Joint Ventures or Consortiums**

Respondents who would wish to respond to this RFP as a Joint Venture [JV] or consortium with B-BBEE entities, must state their intention to do so in their RFP submission. Such Respondents must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party. If such a JV or consortium agreement is unavailable, the partners must submit confirmation in writing of their intention to enter into a JV or consortium agreement should they be awarded business by PRASA through this RFP process. This written confirmation must clearly indicate the percentage [%] split of business and the responsibilities of each party. In such cases, award of business will only take place once a signed copy of a JV or consortium agreement is submitted to PRASA.

Respondents are to note the requirements for B-BBEE compliance of JVs or Consortiums as required by SBD 6.1 [the B-BBEE Preference Point Claim Form] and submit it together with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

**Consolidated BBEE certificate for Joint Venture is required. As per the implementation guide preferential procurement regulations 2017 pertaining to the preferential procurement policy framework act no 5 of 2000 march paragraph 9 BROAD BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE) STATUS LEVEL CERTIFICATES sub paragraph 9.3 and 9.4 states that:**

**A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE status Level Verification certificate for every separate tender.**

**Note: Failure to submit a valid, original and consolidated B-BBEE certificate for the JV or a certified copy thereof at the Closing Date of this RFP will result in a score of zero being allocated for B-BBEE.**

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## **7 COMMUNICATION**

- 7.1 For specific queries relating to this RFP during the RFP process, bidders are required to adhere strictly to the communication structure requirements. An RFP Clarification Form should be submitted to **Siyasanga.Nyweba@prasa.com** at **021 449 6430** before **14 March 2022 at 12:00pm**, substantially in the form set out in Section 6 hereto.
- 7.2 In the interest of fairness and transparency PRASA's response to such a query will be made available to the other Respondents who have attended a **compulsory virtual briefing session**. For this purpose, PRASA will communicate with Respondents using the contact details provided at the **compulsory briefing session**.
- 7.3 After the closing date of the RFP, a Respondent may only communicate in writing with the Bid Secretariat, at telephone number **021 449 6430**, email [Nomsikelelo.Ncamane@prasa.com](mailto:Nomsikelelo.Ncamane@prasa.com) on any matter relating to its RFP Proposal.
- 7.4 Respondents are to note that changes to its submission will not be considered after the closing date.
- 7.5 Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of PRASA in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will automatically be disqualified and restricted from doing business with PRASA in future.

## **8 CONFIDENTIALITY**

- 8.1 PRASA shall ensure all information related to this RFP is to be treated with strict confidence. In this regard Respondents / Bidders are required to certify that they have acquainted themselves with the Non-Disclosure Agreement All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to PRASA's business, written approval to divulge such information must be obtained from PRASA.
- 8.2 Respondents must clearly indicate whether any information submitted or requested from PRASA is confidential or should be treated confidentially by PRASA. In the absence of any such clear indication in writing, PRASA shall deem the response to the RFP to have waived any right to confidentiality and treat such information as public in nature.

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## **9 INSTRUCTIONS FOR COMPLETING THE RFP**

All responses to the RFP must be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical, compliance and BBBEE response and the second envelop/box shall only have the financial response. Bidders must ensure that they do not indicate any financial information in the first envelop/box. PRASA will disqualify Bidders who fail to adhere to this requirement.

9.1 Bidders are required to package their response/Bid as follows to avoid disqualification:

### **Original & Copy of Volume 1 (Envelope 1/Package 1)**

- **Part A:** Compliance Response and B-BBEE Response
- **Part B:** Technical or Functional Response (response to scope of work) and SBD 6.2 and Annexure C

### **Original & Copy of Volume 2 (Envelope 2/ Package 2)**

- **Part C:** Financial Proposal (BOQ/Price Schedule and Pricing form C)

**Volume 2** Has to be submitted in a separate sealed envelope. Bidders must make their pricing offer in envelope 2/package 2, no pricing and pricing related information should be included in the Volume 1/envelope 1. **Bidders who fail to meet this requirement will be automatically disqualified.**

9.2 Seal the original and electronic (USB) of the tender as separate packages marking the packages as "ORIGINAL". Each package shall state on the outside PRASA's address and invitation to tender number stated in the Scope of work/ specification, as well as the *tenderer's* name and contact address. Where the tender is based on a two envelop system tenderers must further indicate in the package whether the document is **envelope / box 1 or 2. Bidders must submit 1 original response, 1 electronic version which must be contained in USB clearly marked in the Bidders name.**

9.3 Bidders must ensure that their response to the RFP is in accordance with the structure of this document.

9.4 Where Bidders are required to sign forms, they are required to do so using a black ink pen.

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- 9.5 Any documents forming part of the original responses to RFP, but which are not original in nature, must be certified as a true copy by a Commissioner of Oaths.
- 9.6 Each response to RFP must be in English and submitted in A4 format, except other graphic illustrations, which may not exceed A3 format, unless the contrary is specifically allowed for in this RFP. Responses to RFP must be neatly and functionally bound, preferably according to their different sections.
- 9.7 The original responses to RFP must be signed by a person duly authorized by each consortium member and Subcontractor to sign on their behalf, which authorization must form part of the responses to RFP as proof of authorization. By signing the responses to RFP the signatory warrants that all information supplied by it in its responses to RFP is true and correct and that the responses to RFP and each party whom the responses to RFP signatory represents, considers themselves subject to and bound by the terms and conditions of this RFP.
- 9.8 The responses to RFP formulation must be clear and concise and follow a clear methodology which responses to RFP must explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- 9.9 Responses to RFP must provide sufficient information and detail in order to enable PRASA to evaluate the responses to RFP but should not provide unnecessary detail which does not add value and detracts from the ability of PRASA to effectively evaluate and understand the responses to RFP. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.
- 9.10 Information submitted as part of a responses to RFP must as far as possible, be ordered according to the order of the required information requested by PRASA. All pages must be consecutively numbered.
- 9.11 Responses to RFP must ensure that each requirement contained in the RFP is succinctly addressed. Responses to RFP should as far as possible use the terms and definitions applied in this RFP and should clearly indicate its interpretation of any differing terminology applied.
- 9.12 Response to RFP documents are to be submitted to the address specified in [paragraph 5](#) above, and Bidders must ensure that the original and copies (where applicable) are identical

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in all respects as PRASA will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document.

- 9.13 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 9.14 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 16 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.
- 9.15 Bidders are required to review the Contract. Bidders may further amend and or delete any part of the Draft Contract where they deem fit to do so. Where Bidders have amended and or deleted any part of the Contract, it must be clearly visible by using track changes and must ensure that the disc copy of their bid submission for the Draft Contract is in word version and not password protected. **It must be noted that the marked - up Contract will form part of the evaluation.**

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## **10 RFP TIMETABLE**

PRASA may at its sole discretion amend any of the milestone dates indicated in the table below. Bidders will be informed of any amendments to the timeline through the issue of the Addendum.

| <b>RFP PROCESS</b>                                                                                                                   | <b>MILESTONE DATES</b> |
|--------------------------------------------------------------------------------------------------------------------------------------|------------------------|
| Bid issue date                                                                                                                       | 25 February 2022       |
| Compulsory Virtual Briefing Session for Bidders                                                                                      | 09 March 2022          |
| Closing date for Questions                                                                                                           | 14 March 2022          |
| Closing date for Responses                                                                                                           | 18 March 2022          |
| Closing Date for Submission of final Bids                                                                                            | 29 March 2022          |
| Evaluation of Proposals (Bidders note that PRASA may call for Presentation of bidders offers at any stage of the evaluation process) | 08 April 2022          |
| Appointment of the successful Bidder                                                                                                 | 20 April 2022          |
| Contract negotiations                                                                                                                | 02 May 2022            |
| Contract signing                                                                                                                     | 12 May 2022            |
| Contract Commencement                                                                                                                | 24 May 2022            |

## **11 LEGAL COMPLIANCE**

Bidders must ensure that they comply with all the requirements of the RFP and if Bidders fail to submit any of the required documents, such Bids shall, at the sole discretion of PRASA, be disqualified the Bidder. PRASA reserves the right to call a Bidder to provide additional documents which PRASA may require from a Bidder which have not been submitted to PRASA.

Respondents must ensure that they comply with all the requirements of the RFP and if Bidders fail to submit any of the required documents, such Bids shall, at the sole discretion of PRASA, be disqualified.

The successful Bidder [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

## **12 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. Only foreign suppliers with no local

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registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za>. Respondents are required to provide the following to PRASA in order to enable it to verify information on the CSD:

**Supplier Number:** \_\_\_\_\_ **unique registration reference number:** \_\_\_\_\_.

### **13 TAX COMPLIANCE**

Respondents must be compliant when submitting a proposal to PRASA and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this RFP that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

The Tax Compliance status requirements are also applicable to foreign Respondents/ individuals who wish to submit bids.

Respondents are required to be registered on the Central Supplier Database (CSD) as indicated in paragraph 12 and the National Treasury shall verify the Respondent's tax compliance status through the Central Supplier Database (CSD).

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the Central Supplier Database (CSD) and their tax compliance status will be verified through the Central Supplier Database (CSD).

**For this purpose, the attached SBD 1 must be completed and submitted as an essential returnable document by the closing date and time of the bid.**

#### **New Tax Compliance Status (TCS) System**

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

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**prasa**  
PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

Respondents are required to provide the following to PRASA in order to enable it to verify their tax compliance status:

**Tax Compliance Status (TCS) Pin:** \_\_\_\_\_.

#### **14 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.

## **SECTION 2**

### **BACKGROUND OVERVIEW AND SCOPE OF REQUIREMENTS**

#### **1. INTRODUCTION AND BACKGROUND**

Electrical, lighting & Power (EL&P) is one of the key functional areas within Facilities Management (FM) department at PRASA CRES. It responds to Building Structure and Plumbing related maintenance requirements of the property portfolio including railway stations, workplace facilities, etc. Electrical maintenance supports PRASA entity operations towards the achievement of both the primary and secondary mandate

The contract work consists of:

- Unplanned/ Emergency general electrical related repairs as and when required. **(Refer to Scope of Work for details)**

The contractor shall integrate the provision of his services into the general operation of the PRASA operational system which may require that the contractor co-operate with other contractors employed by PRASA.

#### **2. OVERVIEW**

##### **a. STATUS QUO**

- Electrical maintenance is the third highest of the Maintenance budget cost drivers due to the emergencies recoded on a monthly basis. Given our required resolution rate for emergencies within the specified time, contracts must be put in place to improve service levels.
- The Region currently has only six qualified electrical artisans responsible for servicing the entire Region with more than 200 stations and excluding Workplace facilities.

##### **b. PROBLEM STATEMENT**

- The Western Cape Region has been exposed to high rate of recurring theft and vandalism which resulted to non-functional and non-compliant PRASA assets that poses safety and health hazard to the commuters, PRASA personnel, stakeholders and community at large. Malicious damages to PRASA properties and assets further contributed to increasing amount of building failures

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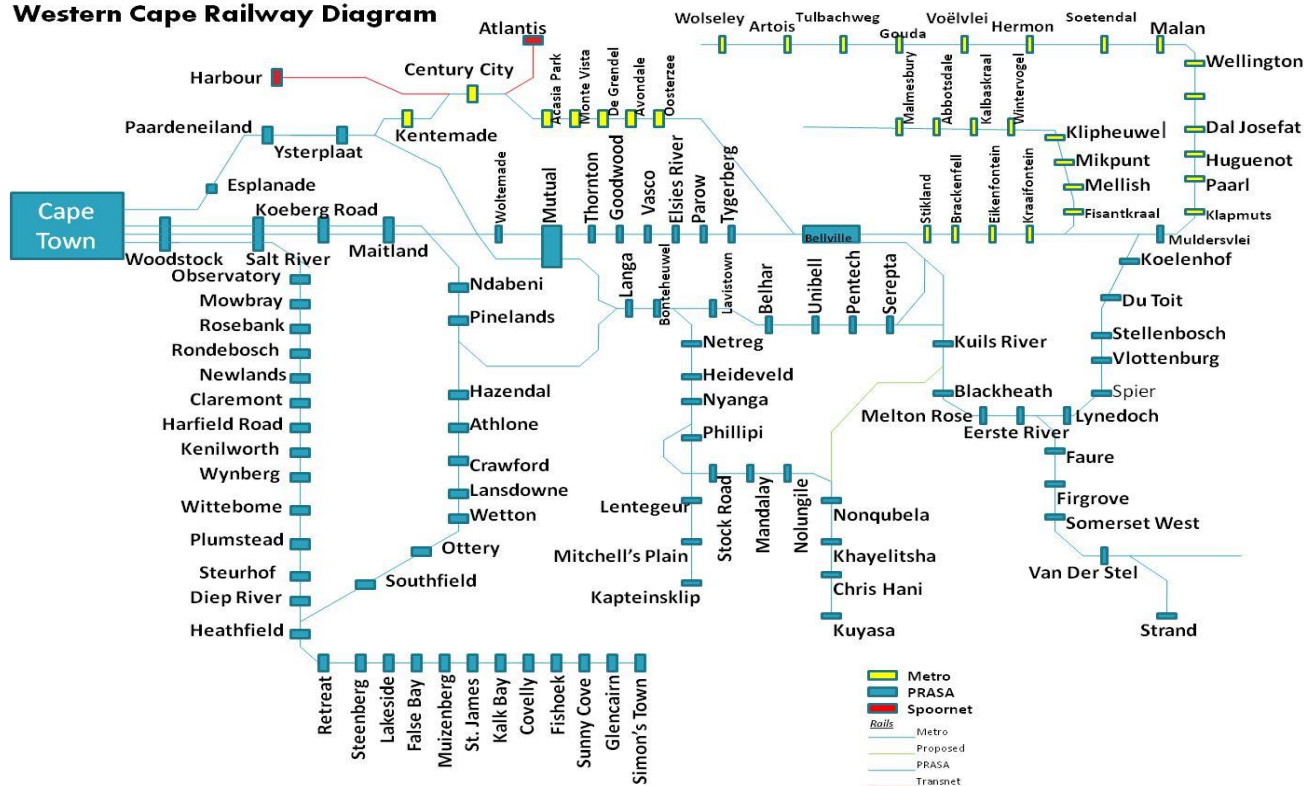


and Facilities Management (FM) is unable to execute faults within the acceptable business turnaround time.

- The existing six qualified electrical artisans within the Region are incapable to attend to major breakdowns of an emergency nature and unable to achieve the acceptable business turnaround time to execute emergency repairs and unplanned maintenance.

## c. PICTORIALS

**Western Cape Railway Diagram**



## d. OBJECTIVE OF THE PROPOSED PROJECT

### 1. DESIRED OUTCOMES FOR CARRYING OUT THE PROPOSED PROJECT

- To improve response time for execution of unplanned electrical maintenance works in order to restore the assets to its operational condition and further achieve the ultimate goal of improving asset condition and reliability.
- Compliance with the Occupational Health and Safety Act, Railway Safety Regulator and other statutory requirements.

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## **2. PROJECT BENEFITS TO PRASA**

- No additional expenses such as traveling and/or delays incurred in getting external assistance;
- Improved turnaround time to repair faults;
- Improve compliance with legislation and safety requirements;
- Improve customer satisfaction.

## **3. CURRENT MECHANISMS IN PLACE TO ADDRESS THE PROBLEM**

The Region currently has only six qualified electrical artisans responsible for servicing the entire Region more than 200 stations excluding Workplace facilities.

## **3. KEY OBJECTIVES OF THE RFP**

This RFP has been prepared for the following purposes:

**1.2 To set out the rules of participation in the bid process referred to in this RFP.**

**1.3 To disseminate information on the project contemplated in this RFP.**

**1.4 To give guidance to bidders on the preparation of their RFP bids.**

**1.5 To gather information from bidders that is verifiable and can be evaluated for the purposes of appointing a successful bidder.**

**1.6 To enable PRASA to select a successful bidder that is:**

- a) technically qualified and meet the empowerment criteria described in this RFP;
- b) Carry all the obligations of the Contract.

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#### **4. SCOPE OF WORK AND AREAS OF FOCUS**

##### **a) SCOPE OF THE DESIRED SOLUTION**

To appoint four electrical contractors on an As and When basis to repair and maintain the facilities for a period of 36 month in the Western Cape Region (WCR).

| <b>Corridor Name</b> | <b>Number of Contractors Required</b> |
|----------------------|---------------------------------------|
| Area South           | 1                                     |
| Area North           | 1                                     |
| Area Ikapa           | 1                                     |
| Area Central         | 1                                     |

The scope of works will cover repairs, and maintenance as required, but not limited to the following electrical related works as noted below.

- Repair main electrical cable supply
- Platform & high mast light failures
- Bridges and & subways light failures
- Waiting room lights, heaters and electric plugs
- Office lights, plugs, heaters, fans, geysers etc.
- Wiring faults such as loose connections, burnt wires, poor earthing etc
- Distribution boards and cable supplies to stations and building New applications to local municipalities for new electric connections for stations and tenants.
- Provide certificate of compliance (COC)
- Recommend Vandal proof for electrical fittings and new methods of installations
- Recommend the use of solar lighting technologies and other innovative solutions.

##### **Additional Information**

- The service provider should provide vehicles suitable for the execution of the operations.
- Suitable vehicles are “bakkies” or light duty trucks for the transportation of employees and materials and to respond to callouts.
- Kilometres for travelling to the stations and depots will be reimbursed from the base station of that corridor in terms of the rate per kilometre priced by the service provider.
- During the contract term the Contractor shall furnish all parts, materials, tools, equipment, manpower and consumables to complete the work.

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- The repair parts used by the Contractor shall be new and unused. The Contractor is responsible to provide new parts and execute the repairs.
- In the event that the unit is beyond repair a delegated PRASA official will examine the component and provide authorization for the purchase of a new component.
- If a bidder is considered for more than one corridor a written confirmation and supporting documentation to substantiate the capacity to meet its obligation shall be requested.
- Bidders shall submit proof of lease agreement or ownership of workshop /offices including rates and taxes as proof of footprint for the corridor that they are bidding for.
- The Contractor must have the capacity to be able to work on more than one site at any given time.

**b) DETAILS ON THE PREFERRED SOLUTION**

The preferred solution shall address the issues of capacity and staff shortages by introducing a contractor that will be allocated at Western Cape in order to achieve the acceptable business turnaround time in response to emergency repairs and unplanned maintenance.

**c) TARGETED AREA BY THIS PROJECT**

The request is to appoint 4 Service Providers to cover the Southern corridor, Northern corridor, corridors as presented in the table below.

- The Southern corridor comprises of 37 stations and shall be allocated 1 contractor.
- The Northern corridor comprises of 59 stations and shall be allocated 1 contractor.
- The Central corridor comprises of 21 stations and shall be allocated 1 contractor.
- The Ikapa corridor comprises of 3 stations and shall be allocated 1 contractor.

| <b>Western Cape Region</b> |                   |                |                        |
|----------------------------|-------------------|----------------|------------------------|
| <b>Area South</b>          | <b>Area North</b> | <b>Central</b> | <b>Cape Town/Ikapa</b> |
| Salt River                 | Woltemade         | Langa          | Cape Town Station      |
| Observatory                | Mutual            | Bontheuwel     | Culemborg yard         |
| Mowbray                    | Thornton          | Netreg         | Woodstock              |
| Rosebank                   | Goodwood          | Heideveld      |                        |
| Rondobosch                 | Vasco             | Nyanga         |                        |
| Newlands                   | Elsies River      | Phillipi       |                        |
| Claremont                  | Parow             | Stock Road     |                        |
| Hartfield                  | Tygerberg         | Mandalay       |                        |
| Kenilworth                 | Bellville         | Nolungile      |                        |
| Wynberg                    | Kuilsriver        | Nonkqubela     |                        |

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|            |               |                 |  |
|------------|---------------|-----------------|--|
| Wittebome  | Blackheath    | Khayelitsha     |  |
| Plumstead  | Melton Rose   | Chris Hani      |  |
| Stuerhof   | Eersteriver   | Kuyasa          |  |
| Diep River | Faure         | Lenteguer       |  |
| Heartfield | Firgrove      | Mitchells Plain |  |
| Retreat    | Somerset West | Kapteinsklip    |  |
| Steenberg  | Van Der Stel  | Lavistown       |  |
| Lakeside   | Strand        | Belhar          |  |
| False Bay  | Lyndoch       | Unibell         |  |
| Muizenberg | Vlottenburg   | Pentech         |  |
| St. James  | Stellenbosch  | Serepta         |  |
| Kalk Bay   | Du Toit       |                 |  |
| Covelly    | Koelenhof     |                 |  |
| Fishhoek   | Stikland      |                 |  |
| Sunny Cove | Brackenfell   |                 |  |
| Glencairn  | Eikenfontein  |                 |  |
| Simonstown | Kraaifontein  |                 |  |
| Ndabeni    | Fisantekraal  |                 |  |
| Pinelands  | Mellish       |                 |  |
| Hazendal   | Mikpunt       |                 |  |
| Athlone    | Klipheuwel    |                 |  |
| Crawford   | Wintervogel   |                 |  |
| Lansdowne  | Kalbaskraal   |                 |  |
| Wetton     | Abbotsdale    |                 |  |
| Ottery     | Malmerbery    |                 |  |
| Southfield | Muldersvlie   |                 |  |
| Koeberg    | Klapmuts      |                 |  |
|            | Paarl         |                 |  |
|            | Huguenot      |                 |  |
|            | Dal Josafat   |                 |  |
|            | Mbekweni      |                 |  |
|            | Wellington    |                 |  |
|            | Malan         |                 |  |
|            | Soetendal     |                 |  |
|            | Hermon        |                 |  |
|            | Voelvlei      |                 |  |
|            | Gouda         |                 |  |
|            | Tulbachweng   |                 |  |
|            | Artois        |                 |  |
|            | Wolseley      |                 |  |
|            | Esplanade     |                 |  |

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|  |              |  |  |
|--|--------------|--|--|
|  | Ysterplaat   |  |  |
|  | Kentemede    |  |  |
|  | Century City |  |  |
|  | Acasia Park  |  |  |
|  | Monte Vista  |  |  |
|  | De Grendel   |  |  |
|  | Avondale     |  |  |
|  | Oosterzee    |  |  |
|  |              |  |  |
|  |              |  |  |

**d) OTHER RELATED PROJECTS**

None

**a) SPECIFICATION- AS AND WHEN: GENERAL PLUMBING REPAIRS AND MAINTENANCE.**

**PREAMBLE**

PRASA CRES Facilities department has a mandate to the general upkeep of PRASA Group Facilities here in referred to as all buildings, plants and equipment's. In its endeavor to achieve the said mandate its service provisions cover the following:

- Preventative Maintenance
- Periodic Maintenance
- Routine Maintenance
- Deferred Maintenance
- Reactive Maintenance

**With the following Priority Levels:**

- **Emergency** - an incident that threatens, endangers personal safety or property and prevents or limits the usage of a building, plant and equipment.
- **Urgent** – an incident that does not threaten, endanger personal safety or property but does prevent or limit the usage of a building, plant and equipment.
- **Non-Urgent** - an incident that is defined or falls under the general repairs, deferred maintenance or reactive maintenance of a non-urgent nature, where a building, plant and equipment is secured and use of it is not disrupted.

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**b) Service performance measurements and expectations**

- **Emergency & Urgent Faults** - Response time for emergency items shall be 24 hours from the call out time and completion as per marked related time to repair the fault as per job card or work order.
- **Normal Faults** - Response time for non-emergency items shall be within working days stipulated in the works order from the call out time and completion as per marked related time to repair the fault.

**c) Maintenance**

- All planned work will be carried out during normal working hours at the cost tendered for in the Bill of Quantities. Visits to the premises will be as scheduled for the contractor to carry out maintenance work as per the specification. Sites have visitors' book which is to be properly completed by the Contractor on every visit and the reason for the visit recorded in the book.
- The Contractor shall produce and issue to PRASA-CRES a written report or service sheet of any testing, inspection, examination, investigation and/or assessment undertaken and execution of any repairs by the Contractor. Reports will highlight:
  - the type of work or service done
  - problems experienced.
  - results of inspection
  - faults found and their priority thereof.

Quotations for any corrective work required shall be submitted to PRASA-CRES and on the approval of such quotations the Contractor will correct or repair accordingly.

- PRASA-CRES reserves the right to conduct an independent safety and quality audit to be carried out on the work completed by the contractor. The contractor shall provide his own quality controls to ensure compliance with the specifications and any changes to legislation or regulations applicable. Possible modernisation products to upgrade or to improve the reliability and performance of the installation will be brought to PRASA-CRES for consideration.

**d) Contract Performance**

- The contractor will sign a service level agreement with the PRASA-CRES. The performance of the Contractor will be discussed on the monthly basis at meetings scheduled to sit at PRASA CRES offices. Performance Items to be discussed will include:

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☐ the number of breakdowns for specific period ☐ the turnaround

time to attend to emergency callouts.

☐ planned vs. actual progress.

☐ submission of reports, invoices and other administration duties ☐

payment of invoice

**e) Completion of works, upon the completion of work the service provider must submit the following:**

- Signed job card by the Project Manager or leader (job completion form)
- Guarantee/ Warranty certificates to cover a free maintenance period
- Material invoice
- Maintenance programs or plan for new installations for General Plumbing related items
- Maintenance manuals
- C.O.C and other related statutory / regulatory documentations

**Proof of Work done**> the contractor will provide photos of before/during and after work completed with claim submitted. Photos can be submitted electronically

**f) Safety and Quality of Materials and Workmanship:**

All materials supplied to be SABS approved and workmanship to meet the requirements of the PRASA Norms, Guidelines and Standards (NGS) and the National Building Regulations (NBR)

- All material removed to be returned to PRASA-CRES unless otherwise stated.
- All work performed on PRASA premises to comply with the requirements of the Occupational Health and Safety Act of 1993., SABS 0142 and SABS 0147 Code of Practices
- The contractor is responsible for supply of all material required to repair the faults as per job cards /work order.
- The material item price shall be based on standard market related plus the percentage mark-up fee.
- PRASA reserves the right to conduct market analysis. Should PRASA Cres exercise this option, where a tenderer offers a price that is deemed not to be viable to supply goods or services as required, written confirmation will be made with the tenderer if they will be able to deliver on the price.

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- PRASA Cres Maintenance Manager /Supervisor reserve the right to query price of any material that is on the material list. He /she may request that the contractor justifies a copy of the material purchased, invoices or actual quotes from reputable suppliers.

The successful bidder shall be required to comply with the regulations issued in terms of the Disaster Management Act in relation to COVID-19.

- Works with poor workmanship will not be signed off and PRASA CRES reserve the right to withhold payments until satisfied with the quality of the works.

**NB: The contractor material supplier must be a reputable material supplier and only market related material prices will be accepted by PRASA.**

**g) Non-Compliance:**

**Safety** – PRASA CRES Facilities Department will at all times ensure that work is performed in accordance with all the prescribed legal prescripts and indemnifies itself from taking any responsibility if any service provider appointed violates these statutory prescripts.

Penalty for poor quality of work shall be imposed subject to non-compliances of the contractor. The decision regarding Penalty & Imposing Penalty shall be of PRASA Cres. This is in addition to the proportional amount to be deducted for non-completion or not carrying out the work

- I. In case PRASA Cres find that the contractor's team is executing any electrical activities without a qualified Electrician the penalty up to **R1000.00** per incident /site will be imposed.
- II. Response time – if an appointed service provider as per the General provisions of the As and When fails to adhere to the priority levels as prescribed PRASA CRES Facilities department the penalty up to **R 2000** per incident /site will be imposed and if this provision is continually violated the contract will be terminated.
- III. If during inspection, the workers are not found in proper PPE (Personnel protective equipment) a penalty up to **R 200** per employee per day will be imposed.
- IV. IV. In case of unavailability of proper tools for executing work the penalty up to **R1000.00** per day will be imposed.

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**h) Guidelines for variations**

- No payments will be processed or entertained pertaining to deviations from the original scope of work.
- No approval will be granted for deviation and the contractor shall ensure that the work done is as approved by the project manager.

**i) Allocation of work to contractors**

- Contractors shall be allocated work per corridor, however, PRASA reserves the right to utilize contractors on any of the corridors as and when required based on the operational requirements. This will be done on mutual agreement and on the same terms and conditions as dictated by the contract agreement.

**j) Special Conditions for tenders Limitation and Discretionary.**

- PRASA reserves the right to limit the appointment to not more than **TWO (2) clusters / Corridors** per service provider.
- Negotiations will be conducted with the second (2<sup>nd</sup>) and third (3<sup>rd</sup>) highest scoring bidders where necessary in the line with the limitation clause above.

**CONTRACT PERIOD**

The contract duration period for the 'As and When Required' electrical maintenance works contractors shall be for a period of Three (3) years (36 Months).

**4. EVALUATION METHODOLOGY**

The evaluation of Bids will be based on the information contained in Bids received in RFP and, which may be further supplemented by presentations and clarification information provided, if required. All Bids shall be equally evaluated by various committees involved in the evaluation process in accordance with stated Evaluation Criteria. Procurement integrity and fairness, transparency, competitiveness and full accountability will always be paramount

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## 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.<br><b>The minimum threshold for technical evaluation is 65%, any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and B-BBEE.</b> |
| B-BBEE                           | Evaluate B-BBEE                                                                                                                                                                                                                                                                                                                                     |
| 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 too close in terms of points awarded.                                                                                                                                                                         |
| Approval                         | Approval and notification of the final Bidder.                                                                                                                                                                                                                                                                                                      |

### 4.1. EVALUATION CRITERIA

Interested bidders for this project shall be evaluated in terms of their administrative responsiveness, substantive responsiveness, technical/functional (capacity testing) evaluation and preference points. The evaluation committee shall use the following Evaluation Criteria depicted in table 8.1 below for the selection of the preferred bidder that shall render / deliver the required works, goods and / or services.

Table 8.1

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| <b>EVALUATION PROCESS</b>     |                                                     |
|-------------------------------|-----------------------------------------------------|
| <b>Stage 1</b>                |                                                     |
| Compliance                    | Stage 1a: Pre-qualification compliance              |
|                               | Stage 1b: Mandatory compliance                      |
|                               | Stage 1c: Non-mandatory/Basic compliance            |
| <b>Stage 2</b>                |                                                     |
| Technical/Functional Criteria | Testing of capacity – meet minimum threshold of 65% |
| <b>Stage 3</b>                |                                                     |
| <b>Preference Points</b>      |                                                     |
| Price                         | 80                                                  |
| BBBEE                         | 20                                                  |
| <b>TOTAL</b>                  | <b>100</b>                                          |

Figure 8.1: Evaluation criteria for the selection of a potential bidder

## **STAGE 1 – COMPLIANCE**

### **TAGE 1 A: PRE-QUALIFICATION COMPLIANCE**

**For all Services/Goods and works, if you do not submit the following documents your Proposal will be disqualified automatically:**

| No. | Description of requirement                                                                                                                                             |  |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| a)  | Declaration document for local content and production SBD 6.2 must be completed, duly signed and submitted by the tenderer at the closing date and time of the tender. |  |
| b)  | Annexure C – Local Content Declaration – Summary Schedule must be completed, duly signed and submitted by the tenderer at the closing date and time of the tender.     |  |

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**STAGE 1B: MANDATORY COMPLIANCE**

**For all Services/Goods and works, If you do not submit the following documents your Proposal will be disqualified automatically:**

| No. | Description of requirement                                                                                                                                                                                                                                                                                                  |  |
|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| a)  | Price Schedule/Bill of Quantities (BOQ) and Bid Form C (Pricing Schedule/Bill of Quantities (BOQ) must be included in Volume 2/Envelope 2                                                                                                                                                                                   |  |
| b)  | Completion and submission of ALL RFP documentation (Completion of ALL RFP documentation includes SBD documents/forms and must be signed off by Commissioner of Oath)                                                                                                                                                        |  |
| c)  | Company proof of address; <ul style="list-style-type: none"> <li>Copies of the Rates and Taxes</li> <li>Lease agreement with landlord contacts or any</li> <li>Credible letter with contacts confirming proof (affidavit, Letter from Councillor,</li> </ul> To determine the footprint (Anywhere in Western Cape Province) |  |
| d)  | Joint Venture / Consortium agreement / Trust Deed/confirmation in writing of their intention to enter into JV or consortium agreement should they be awarded business by Prasa through this RFP process if applicable                                                                                                       |  |
| e)  | Certificate of <b>CIDB grading level 3EB or higher and JV CIDB certificates</b> must be consolidated.                                                                                                                                                                                                                       |  |
| f)  | Bidders to fill and sign the closing/ Submission register on submission of tender documents.                                                                                                                                                                                                                                |  |
| g)  | Valid Letter of Good Standing (i.e. COIDA, Department of Labour or any other accredited Institutions)                                                                                                                                                                                                                       |  |
| h)  | Completed and signed attendance certificate of a compulsory briefing session <b>Note: All covid 19 protocols to be fully complied with by the Bidders (No mask no entry)</b>                                                                                                                                                |  |

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**STAGE 1 C: NON - MANDATORY COMPLIANCE REQUIREMENTS**

The following documents are non-mandatory and where not submitted, PRASA may request all the documents and must be made available at the time of request within a stipulated period.

| No. | Description of requirement                                                                                        |  |
|-----|-------------------------------------------------------------------------------------------------------------------|--|
| a)  | Company Registration Documents                                                                                    |  |
| b)  | Copies of Directors' ID documents;                                                                                |  |
| c)  | Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin |  |
| d)  | CSD report / CSD reference number                                                                                 |  |
| e)  | Proof of UIF registration                                                                                         |  |
| f)  | Proof of Bank Account (i.e. cancelled cheque or letter issued by the bank                                         |  |
| g)  | Annexure D – Imported Content Declaration – Supporting Schedule to Annex C                                        |  |
| h)  | Annexure E – Local Content Declaration – Supporting Schedule to Annex C                                           |  |
| i)  | Public Liability Insurance (Not less than R1000 000.00)                                                           |  |
| j)  | Draft contract – Performance based contract                                                                       |  |

The following document is a non-mandatory returnable document used for scoring and where not submitted, PRASA may not request the document.

| No. | Description of requirement                                                                                                                                                                                        |  |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| a)  | Valid B-BBEE Certificate from SANAS accredited rating agency (Original or certified copy) /DTI B-BBEE certificate (original or certified copy) or sworn affidavit signed and stamped by the commissioner of oath. |  |

Failure to provide all Non-Mandatory Returnable Documents used for purposes of scoring a bid, by the closing date and time of this bid will not result in a Respondent's disqualification. However, Bidders will receive an automatic score of zero for the applicable evaluation criterion:

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**STAGE 2 - Technical / Functionality Evaluation**

- Qualifying bidders shall be evaluated on technicality / functionality after meeting all compliance requirements outlined above.
- The minimum threshold for the technical/functionality requirements is 65%. Bidders who score below the minimum requirement shall not be considered for further evaluation in stage 3.

**NOTE: The Technical or Functionality criteria must be guided by the project scope of works and area of focus.**

**SCORING OF FUNCTIONALITY:**

Responsive tenders will firstly be evaluated on functionality. The minimum score for functionality is 65% and a bidder who scores below this minimum shall not be considered for further evaluation in terms of the preference point systems.

| CRITERIA                                                                                                                                                                                                                                                                                                          | SUB-CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                    | SCORING                                                                                                                                                                                                                                                                                                                                                                                                                            | WEIGHT |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Track Record of the Contractor on similar type (Electrical Work) and sizes (2EB or higher) of projects previously executed.<br><br>Proof of Projects executed prior CIDB regulation changes in October 2019 within level 2EB grading will also be accepted. Project must still fall within the 2015- 2021 period. | Full points are allocated for track record of 5 projects of similar type and scale executed and completed by Tenderer in consideration in the last 7 years (2015-2021). All the below items 1- 2 must be provided for all projects presented under the scoring.<br><br>1. Appointment letter from client, on Client Letterhead<br><br>2. Reference Letter from the client, on Client Letterhead, signed or stamped with contactable references. | 0 points = No proof or submission<br><br>1 point = Proof of 1 or less projects of similar type of scope or projects not of similar scope and scale<br><br>2 points = Proof of 2 projects of similar type of scope<br><br>3 points = Proof of 3 projects of similar type of scope<br><br>4 points = Proof of 4 projects of similar type of scope<br><br>5 points = proof of 5 projects or more of similar type of scope             | 35     |
| Key Staff (assigned Site personnel) in relation to the scope of work                                                                                                                                                                                                                                              | List all Site Staff proposed for this Contract including experience with copies of CV's, Trade Test / Certificates.<br><br>Trade or relevant certificates within the construction industry.<br><br>(A Contractor is required to have a minimum of 3 Electrician (Artisans) this part will be included in special conditions/scope of works.)                                                                                                    | 0 point: No submission or no proof of key staff provided.<br><br>1 point: 0 to 1 years' average experience of all (Artisan/s) Builder with Building Trade Test Certificate<br><br>2 points: More than 1 to 2 years' average experience of all (Artisan/s) Builder with Building Trade Test Certificate<br><br>3 points: More than 2 to 3 years' average experience of all (Artisan/s) Builder with Building Trade Test Certificate | 35     |

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| CRITERIA              | SUB-CRITERIA                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | SCORING                                                                                                                                                                                                                                                                                                                                                                                                              | WEIGHT     |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|
|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <p>4 points: More than 3 to 4 years' average experience of all (Artisan/s) Builder with Building Trade Test Certificate</p> <p>5 points: More than 4 and above years' average experience of all (Artisan/s) Builder with Building Trade Test Certificate</p>                                                                                                                                                         |            |
| Resource Availability | <p>Proof of ownership or rental agreement of a list of vehicles suitable for the execution of the work. Suitable vehicles include "bakkie" or light duty pickup truck.</p> <p>Note:</p> <ul style="list-style-type: none"> <li>For rental of plant and equipment a letter of intent on the letter head of the rental company or rental agreement will be sufficient.</li> <li>For ownership of plant and equipment a list on a company letter head and signed by the company director will be sufficient.</li> <li>For ownership of a bakkies only proof from Traffic Dept will be accepted.</li> </ul> | <p>0 Point – No submission provided</p> <p>1 Point – 1 listed item or irrelevant submission</p> <p>2 Points – 2 or 3 listed items</p> <p>3 Points – 4 or 5 listed items</p> <p>4 Points – 6 or 7 listed items</p> <p>5 Points – 8 listed items and above</p> <p><b>Note that by providing more quantities of the same item no additional points will be awarded i.e. two watercarts will be awarded 1 point.</b></p> | 15         |
| Financial Capability  | <p><b><u>Financial Capacity: Operating cash flow</u></b></p> <p>The operating cash flow ratio measures a company's short-term liquidity. Formula: Operating Cash Flows Ratio = Cash Flows From Operations/Current Liabilities. Bidder should submit a complete set of financial statements. (Current financial statements must be prepared and signed by an independent registered professional)</p>                                                                                                                                                                                                    | <p>0.No Submission of financial Statement</p> <p>1.Submission of incomplete financial Statement</p> <p>2. Operating Cash Flows Ratio <math>X &lt; 0</math></p> <p>3. Operating Cash Flows Ratio <math>0 &lt; X &lt; 0.5</math></p> <p>4. Operating Cash Flows Ratio <math>0.5 &lt; X &lt; 1</math></p> <p>5. Operating Cash Flows Ratio <math>X &gt; 1</math></p>                                                    | 15         |
| <b>TOTAL</b>          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                      | <b>100</b> |

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**STAGE 3: PRICING AND B-BBEE**

**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**

$$P_s = 80 \left[ 1 - \frac{P_t - P_{min}}{P_{min}} \right]$$

Where:

$P_s$  = Points scored for the price of tender under consideration;

$P_t$  = Rand value of the tender under consideration;

$P_{min}$  = Rand value of the lowest acceptable tender.

**POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| <b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b> | <b>NUMBER OF POINTS (80/20 SYSTEM)</b> |
|-------------------------------------------|----------------------------------------|
| 1                                         | 20                                     |
| 2                                         | 18                                     |
| 3                                         | 14                                     |
| 4                                         | 12                                     |
| 5                                         | 8                                      |
| 6                                         | 6                                      |
| 7                                         | 4                                      |
| 8                                         | 2                                      |
| Non-Compliant Contributor                 | 0                                      |

**PREFERENTIAL PROCUREMENT REGULATIONS**

N/A

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**VALIDITY PERIOD**

This RFP shall be valid for **[90 business days]** calculated from Bid closing date.

**5. POST TENDER NEGOTIATION (IF APPLICABLE)**

PRASA reserves the right to conduct post tender negotiations with a shortlist of Respondent(s). The shortlist could comprise of one or more Respondents. Should PRASA conduct post tender negotiations, Respondents will be requested to provide their best and final offers to PRASA based on such negotiations. A final evaluation will be conducted in terms of 80/20.

**6. BEST AND FINAL OFFER**

PRASA reserves the right to embark on the Best and Final Offer (BAFO) Process where:

- a) None of the proposals meet the RFP requirements.
- b) None of the responses to RFP are affordable and demonstrate value for money; and
- c) There is no clear preferred Response to this RFP.

Upon the decision by PRASA to embark on a BAFO process it shall notify the response to RFP.

**7. FINAL CONTRACT AWARD**

PRASA will negotiate the final terms and condition the contract with the successful Respondent(s). This may include aspects such as Supplier Development, the B-BBEE Improvement Plan, price and delivery. Thereafter the final contract will be awarded to the successful Respondent(s).

**8. FAIRNESS AND TRANSPARENCY**

PRASA views fairness and transparency during the RFP Process as an absolute on which PRASA will not compromise. PRASA will ensure that all members of evaluation committees declare any conflicting or undue interest in the process and provide confidentiality undertakings to PRASA. The evaluation process will be tightly monitored and controlled by PRASA to assure integrity and transparency throughout, with all processes and decisions taken being approved and auditable.

### **SECTION 3**

#### **PRICING AND DELIVERY SCHEDULE**

Respondents are required to complete the Pricing Schedule (Volume 2 /Envelope 2)

#### **1 PRICING**

- 1.1. Prices must be quoted in South African Rand, inclusive of VAT.
- 1.2. Price offer is firm and clearly indicate the basis thereof.
- 1.3. Pricing Bill of Quantity is completed in line with schedule if applicable.
- 1.4. Cost breakdown must be indicated.
- 1.5. Price escalation basis and formula must be indicated.
- 1.6. 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.
- 1.7. 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.
- 1.8. 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:
  - 1.8.1. negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
  - 1.8.2. if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP; and
  - 1.8.3. 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 or cancel the RFP.
  - 1.8.4. If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFP.

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## **2 DISCLOSURE OF PRICES QUOTED**

Respondents are to note that, on award of business, PRASA is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents inter alia on the National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)), as required per National Treasury Instruction Note 01 of 2015/2016.

## **3 SERVICE LEVELS**

- An experienced national account representative(s) is required to work with PRASA's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- PRASA will have quarterly reviews with the Service provider's account representative on an on-going basis.
- PRASA reserves the right to request that any member of the Service provider's team involved on the PRASA account be replaced if deemed not to be adding value for PRASA.
- The Service provider guarantees that it will achieve a 100% [hundred per cent] service level on the following measures:
  - a) Random checks on compliance with quality/quantity/specifications
  - b) On time delivery.
- The Service provider must provide a telephone number for customer service calls.
- Failure of the Service provider to comply with stated service level requirements will give PRASA the right to cancel the contract in whole, without penalty to PRASA, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

### **Acceptance of Service Levels:**

|            |  |
|------------|--|
| <b>YES</b> |  |
|------------|--|

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**4. TOTAL COST OF OWNERSHIP (TCO)**

\*PRASA will strive to procure goods, services and works which contribute to its mission. In order to achieve this, PRASA must be committed to working with suppliers who share its goals of continuous improvement in service, quality and reduction of Total Cost of Ownership (TCO).

\*Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with PRASA in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of transportation services and related logistics provided by PRASA's operating divisions within South Africa to the ultimate benefit of all end-users.

**5. FINANCIAL STABILITY**

Respondents are required to submit their latest financial statements prepared and signed off by a professional accountant for the latest year period with their Proposal in order to enable PRASA to establish financial stability.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

**DESIGNATION:** \_\_\_\_\_

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**5. VALIDITY OF RETURNABLE DOCUMENTS**

The successful Respondent will be required to ensure the validity of all returnable documents, including but not limited to its Tax Clearance Certificate and valid B-BBEE Verification Certificate, for the duration of any contract emanating from this RFP. Should the Respondent be awarded the contract [the Agreement] and fail to present PRASA with such renewals as and when they become due, PRASA shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which PRASA may have for damages against the Respondent.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_\_\_\_\_

NAME: \_\_\_\_\_

DESIGNATION: \_\_\_\_\_

**PROVISION OF FOUR (4) 3EB OR HIGHER CONTRACTORS FOR ELECTRICAL MAINTENANCE AND REPAIRS ON AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS IN THE WESTERN CAPE REGION**

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**7. CERTIFICATE OF ACQUAINTANCE WITH RFP TERMS & CONDITIONS & APPLICABLE DOCUMENTS**

By signing this certificate the Respondent is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and PRASA will recognise no claim for relief based on an allegation that the Respondent overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1. PRASA's General Bid Conditions\*

2. Standard RFP Terms and Conditions for the supply of Goods or Services or Works to PRASA

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by PRASA's Legal Counsel who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: \_NAME: \_\_\_\_\_

**DESIGNATION:** \_\_\_\_\_

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## 8. GENERAL CONDITIONS

### 8.1 ALTERNATIVE BIDS

Bidders may submit alternative Bid only if a main Bid, strictly in accordance with all the requirements of the RFP is also submitted. The alternative Bid is submitted with the main Bid together with a schedule that compares the requirements of the RFP with the alternative requirements the Bidders proposes. Bidders must note that in submitting an alternative Bid they accept that PRASA may accept or reject the alternative Bid and shall be evaluated in accordance with the criteria stipulated in this RFP.

### 8.2 PRASA'S TENDER FORMS

Bidders must sign and complete the PRASA's Bid Forms and attach all the required documents. Failure by Bidders to adhere to this requirement may lead to their disqualification.

### 8.3 PRECEDENT

In case of any conflict with this RFP and Bidders response, this RFP and its briefing notes shall take precedence.

### 8.4 RESPONSE TO RFP-CONFIDENTIALITY

Response to RFPs must clearly indicate whether any information conveyed to or requested from PRASA is confidential or should be treated confidentially by PRASA. In the absence of any such clear indication in writing from a response to RFP, PRASA shall deem the response to RFP to have waived any right to confidentiality and treat such information as public in nature.

Where a Bidder at any stage during the RFP Process indicates to PRASA that information or any response to RFP requested from PRASA is or should be treated confidentially, PRASA shall treat such information or response to RFP confidentially, unless PRASA believes that to ensure the transparency and competitiveness of the RFP Process the content of the information or response to RFP should be conveyed to all Bidders, in which event it shall apply the following process:

- PRASA shall confirm with the Bidder whether the raising of confidentiality applies to the entire response to the RFP or only specific elements or sections of the response;
- Where confidentiality is maintained by the Bidder and PRASA is of the opinion that the information or response to RFP if made publicly available would affect the commercial interests of the Bidder or is commercially sensitive information, PRASA shall not release such information to other

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Bidders if providing such information or response to the RFP would prejudice the competitiveness and transparency of the RFP Process;

- Where PRASA is of the opinion that information provided is not commercially sensitive or would have no impact on the commercial interests of the relevant Bidder if released and fairness and transparency require that such information be released to all Bidders, PRASA may:
  - i. inform the relevant Bidder of the necessity to release such information and/or response to RFP and request the Bidder to consent to the release thereof by PRASA; or
  - ii. obtain legal advice regarding the confidentiality of the relevant information and/or response to RFP and the legal ability of PRASA to release such information; or
  - iii. refrain from releasing the information and/or response to RFP, in which event PRASA shall not take account of the contents of such information in the evaluation of the relevant response to RFP.

The above procedures regarding confidentiality shall not apply to any information which is already public knowledge or available in the public domain or in the hands of PRASA or is required to be disclosed by any legal or regulatory requirements or order of any competent court, tribunal or forum.

#### **8.5 RESPONSE TO THE RFP – RFP DISQUALIFICATION**

Responses to RFP which do not comply with the RFP requirements, formalities, terms and conditions may be disqualified by PRASA from further participation in the RFP Process.

In particular (but without prejudice to the generality of the foregoing) PRASA may disqualify, at its sole discretion and without prejudice to any other remedy it may have, a Bidder where the Bidder, or any of its consortium members, subcontractors or advisors have committed any act of misrepresentation, bad faith or dishonest conduct in any of its dealings with or information provided to PRASA.

#### **8.6 CORRUPTION, GIFTS AND PAYMENTS**

Neither the Bidders to RFPs, its equity members, the sub-contractors, consortium members nor any of their agents, lenders or advisors shall directly or indirectly offer or give to any person in the employment of PRASA or any other Government official or any of the Advisory Team any gift or consideration of any kind as an inducement or reward for appointing a particular Bidder, or for showing or omitting to show favour or disfavour to any of the Bidders, its equity members or the sub-contractors in relation to the Project.

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In the event that any of the prohibited practices contemplated under the above paragraph is committed, PRASA shall be entitled to terminate any Response to RFP's status and to prohibit such Response to RFP, its equity members, its SPV members, its Sub Contractors and their agents, lenders and advisors from participating in any further part of the procurement of the Project.

#### **8.7 NSURANCE**

Unless specifically provided for in this RFP or draft contracts, Bidders will be required to submit with their Bid for services professional indemnity insurance and works insurance to an extent (if any) if insurance provided by PRASA may not be for the full cover required in terms of the relevant category listed in this RFP. The Bidder is advised to seek qualified advice regarding insurance.

#### **8.8 NO CONTACT POLICY**

Bidders may only contact the bid administrator of PRASA as per the terms of the Communication Structure established by this RFP, except in the case of pre-existing commercial relationships, in which case contact may be maintained only with respect thereto and, in making such contact, no party may make reference to the Project or this RFP.

#### **8.9 CONFLICT OF INTEREST**

No Bidder member, subcontractor or advisor of the response to RFP may be a member of or in any other way participate or be involved, either directly or indirectly in more than one response to RFP or response to RFP during any stage of the Project procurement process, but excluding specialist suppliers of systems and equipment, non-core service providers or financial or commercial institutions whose role is limited purely to lending money or advancing credit to the response to RFP. Bidders are to sign the declaration of interest form. In order to prevent the conflict or potential conflict of interest between Lenders and Bidders to RFP, no advisors or the Contractor/s or Consortium/s to any response to RFP, consortium member or subcontractor may fulfil the role of arranger, underwriter and/or lead bank to the response to RFP. PRASA may disqualify the response to RFP from further participation in the event of a failure to comply with this provision. PRASA views the potential conflict of interest so great as to warrant the reduction of competition for advisory services.

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#### **8.10 COLLUSION AND CORRUPTION**

Any Bidder shall, without prejudice to any other remedy available to PRASA, be disqualified, where the response to RFP –

- communicates to a person other than persons nominated by PRASA a material part of its response to RFP; or
- Enters into any Contract or arrangement with any other person or entity that it shall refrain from submitting a response to RFP to this RFP or as to any material part of its Response to RFP to this RFP (refer the prohibition contained in Section 4(1)(b)(iii) of the Competition Act 89 of 1998).  
The Bidders represents that the Bidder has not, directly or indirectly, entered into any agreement, arrangement or understanding or any such like for the purpose of, with the intention to, enter into collusive Bidding or with reasonable appreciation that, collusive any agreement, arrangement or understanding or any such like may result in or have the effect of collusive Bidding. The Bidder undertakes that in the process of the Bid but prior to PRASA awarding the Bid to a preferred bidder become involved in or be aware of or do or caused to be done any agreement, arrangement or understanding or any such like for the purpose of or which may result in or have the effect of a collusive Bid, the Bidder will notify PRASA of such any agreement, arrangement or understanding or any such like.; or
- offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing, or having caused to be done any act or omission in relation to the RFP Process or any proposed response to RFP (provided nothing contained in this paragraph shall prevent a response to RFP from paying any market-related commission or bonus to its employees or contractors within the agreed terms of their employment or contract).

#### **8.11 CONSORTIUM CHANGES**

If exceptional circumstances should arise in which a after the submission to the bid and after closing date of submission of bids, there is change in the composition of the Bidder, either through substitution or omission of any member of the Bidder:

- The Response to RFP must notify PRASA in writing of the proposed changes supported by complete details of the material reasons for the changes, the parties impacted by the changes and the impact on the response to RFP.

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- PRASA shall evaluate the reasons advanced by the Bidder for the requested changes to the Bidder structure and where PRASA is not satisfied that the reasons advanced are reasonable or material, refuse to accept the change and disqualify the response to RFP, or notify the Bidder in writing of its non-acceptance of the changes and require the Bidder to propose a suitable alternative to PRASA within 10 (TEN) days of its receipt of the decision of PRASA, upon receipt of which PRASA shall -
  - i. Evaluate the alternative proposed for suitability to PRASA, and where the alternative is accepted by PRASA, inform the Bidder in writing of such acceptance and PRASA shall reassess the response to RFP against the RFP requirements and criteria; or
  - ii. Where the alternative is not accepted by PRASA, inform the Bidder in writing of such non-acceptance as well as its disqualification from the RFP Process.
  - iii. Where PRASA is satisfied that the changes requested under (i) above are reasonable and material, the response to RFP, shall be allowed to effect the required changes and PRASA shall reassess the response to RFP against the RFP requirements and criteria.

#### **8.12 COSTS OF RESPONSE TO THE RFP SUBMISSION**

All costs and expenses associated with or incurred by the Bidder in relation to any stage of the Project, shall be borne by the Bidder. PRASA shall not be liable for any such costs or expenses or any claim for reimbursement of such costs or expenses.

To avoid doubt, PRASA shall not be liable for any samples submitted by the Bidder in support of their Responses to RFP and reserves the right not to return to them such samples and to dispose of them at its discretion.

#### **8.13 RESPONSE TO THE RFP WARRANTY**

Bidders must provide a warranty as part of their Responses to RFP that their Responses to RFP are true and correct in all respects, that it does not contain a misrepresentation of any kind and that the taxes of all members of the Bidder company, consortium members and or subcontractors are in order and none of the members are undergoing corruption or any criminal-related investigations or have any past convictions for fraud or corruption.

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## **6. CONDITIONS OF TENDER**

### **General**

- |                                               |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Actions                                       | 1 | PRASA's <i>Representative</i> and each <i>tenderer</i> submitting a tender shall act as stated in these Conditions of Tender and in a manner, which is fair, equitable, transparent, competitive and cost-effective.                                                                                                                                                                                                                                |
| Interpretation                                | 2 | Terms shown in <i>italics</i> vary for each tender. The details of each term for this tender are identified in the Request for Tender / Scope of work/ specification. Terms shown in capital initials are defined terms in the appropriate conditions of contract.                                                                                                                                                                                  |
|                                               | 3 | Any additional or amended requirements in the Scope of work/ specification, and additional requirements given in the Schedules in the <i>tender returnables</i> are deemed to be part of these Conditions of Tender.                                                                                                                                                                                                                                |
|                                               | 4 | The Conditions of Tender and the Scope of work/ specification shall form part of any contract arising from this invitation to tender.                                                                                                                                                                                                                                                                                                               |
| Communication                                 | 5 | Each communication between PRASA and a <i>tenderer</i> shall be to or from PRASA's <i>Representative</i> only, and in a form that can be read, copied and recorded. Communication shall be in the English language. PRASA takes no responsibility for non-receipt of communications from or by a <i>tenderer</i> .                                                                                                                                  |
| PRASA's rights to accept or reject any tender | 6 | PRASA may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. PRASA or PRASA's <i>Representative</i> will not accept or incur any liability to a <i>tenderer</i> for such cancellation and rejection but will give reasons for the action. PRASA reserves the right to accept the whole or any part of any tender. |
|                                               | 7 | After the cancellation of the tender process or the rejection of all tenders PRASA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.                                                                                                                                                                                                                       |

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**Tenderer's obligations**

The *tenderer* shall comply with the following obligations when submitting a tender and shall:

- |                                                    |   |                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------------|---|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Eligibility                                        | 1 | Submit a tender only if the <i>tenderer</i> complies with the criteria stated in the Scope of work/ specification.                                                                                                                                                                                                                          |
| Cost of tendering                                  | 2 | Accept that PRASA will not compensate the <i>tenderer</i> for any costs incurred in the preparation and submission of a tender.                                                                                                                                                                                                             |
| Check documents                                    | 3 | Check the <i>tender documents</i> on receipt, including pages within them, and notify PRASA's <i>Representative</i> of any discrepancy or omissions in writing.                                                                                                                                                                             |
| Copyright of documents                             | 4 | Use and copy the documents provided by PRASA only for the purpose of preparing and submitting a tender in response to this invitation.                                                                                                                                                                                                      |
| Standardised specifications and other publications | 5 | Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the <i>tender documents</i> by reference.                                                                                                         |
| Acknowledge receipt                                | 6 | Preferably complete the Receipt of invitation to submit a tender form attached to the Letter of Invitation and return it within five days of receipt of the invitation.                                                                                                                                                                     |
|                                                    | 7 | Acknowledge receipt of Addenda / Tender Briefing Notes to the <i>tender documents</i> , which PRASA's <i>Representative</i> may issue, and if necessary, apply for an extension to the <i>deadline for tender submission</i> , in order to take the Addenda into account.                                                                   |
| Site visit and / or clarification meeting          | 8 | Attend a site visit and/or clarification meeting at which <i>tenderers</i> may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions, if provided for in the Scope of work/ specification. Details of the meeting are stated in the RFP document, <i>i-tender</i> website and CIDB website. |
| Seek clarification                                 | 9 | Request clarification of the <i>tender documents</i> , if necessary, by notifying PRASA's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> .                                                                                                                                                         |

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- |                          |    |                                                                                                                                                                                                                                                                                                                                                                          |
|--------------------------|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Insurance                | 10 | Be informed of the risk that needs to be covered by insurance policy. The <i>tenderer</i> is advised to seek qualified advice regarding insurance.                                                                                                                                                                                                                       |
| Pricing the tender       | 11 | Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful <i>tenderer</i> . Such duties, taxes and levies are those applicable 14 days prior to the <i>deadline for tender submission</i> .                                                                                 |
|                          | 12 | Show Value Added Tax (VAT) payable by PRASA separately as an addition to the tendered total of the prices.                                                                                                                                                                                                                                                               |
|                          | 13 | Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the <i>conditions of contract</i> .                                                                                                                                                                                                     |
|                          | 14 | State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Scope of work/ specification. The selected <i>conditions of contract</i> may provide for part payment in other currencies.                                                                                                                                |
| Alterations to documents | 15 | Not make any alterations or an addition to the tender documents, except to comply with instructions issued by PRASA's <i>Representative</i> or if necessary, to correct errors made by the <i>tenderer</i> . All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like. |
| Alternative tenders      | 16 | Submit alternative tenders only if a main tender, strictly in accordance with all the requirements of the <i>tender documents</i> is also submitted. The alternative tender is submitted with the main tender together with a schedule that compares the requirements of the <i>tender documents</i> with the alternative requirements the <i>tenderer</i> proposes.     |
|                          | 17 | Accept that an alternative tender may be based only on the criteria stated in the Scope of work/ specification and as acceptable to PRASA.                                                                                                                                                                                                                               |
| Submitting a tender      | 18 | Submit a tender for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Scope of work/ specification.                                                                                                                                                                         |

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NOTE:

- 19 **Return the completed and signed *PRASA Tender Forms and SBD forms provided with the tender. Failure to submit all the required documentation will lead to disqualification***
- 20 **Submit the tender proposal as an "ORIGINAL" and 1 USB for Volume/Envelope 1; "ORIGINAL" and USB " for Volume/Envelope 2 and an electronic version which must be contained in USB clearly marked in the Bidders name as stated in the RFP and provide an English translation for documentation submitted in a language other than English. Tenders may not be written in pencil but must be completed in ink.**
- 21 Sign and initial the original and all copies of the tender where indicated. PRASA will hold the signatory duly authorised and liable on behalf of the *tenderer*.
- 22 Seal the original and each copy of the tender as separate packages marking the packages as "ORIGINAL" and "COPY" for Volume/Envelope 1 & "ORIGINAL" and "COPY" for Volume/Envelope 2. Each package shall state on the outside PRASA's address and invitation to tender number stated in the Scope of work/ specification, **as well as the *tenderer's* name and contact address**. Where the tender is based on a two-way envelope system tenderers must further indicate in the package whether the document is **envelope 1 or 2**.
- 23 Seal original and copies together in an outer package that states on the outside only PRASA's address and invitation to tender number as stated in the Scope of work/ specification. The outer package must be marked "CONFIDENTIAL"
- 24 Accept that PRASA will not assume any responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

Note:

PRASA prefers not to receive tenders by post and takes no responsibility for delays in the postal system or in transit within or between PRASA offices.

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PRASA prefers not to receive tenders by fax, PRASA takes no responsibility for difficulties in transmission caused by line or equipment faults.

Where tenders are sent via courier, PRASA takes no responsibility for tenders delivered to any other site than the tender office.

PRASA employees are not permitted to deposit a tender into the PRASA tender box on behalf of a tenderer, except those lodged by post or courier.

- |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|-------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Closing time</b>                             | <p>25 Ensure that PRASA has received the tender at the stated address with the Scope of work / specification no later than the <i>deadline for tender submission</i>. Proof of posting will not be taken by PRASA as proof of delivery. PRASA will not accept a tender submitted telephonically, by Fax, E-mail or by telegraph unless stated otherwise in the Scope of work/ specification.</p> <p>26 Accept that, if PRASA extends the <i>deadline for tender submission</i> for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.</p>                                                               |
| <b>Tender validity</b>                          | <p>27 Hold the tender(s) valid for acceptance by PRASA at any time within the <i>validity period</i> after the <i>deadline for tender submission</i>.</p> <p>28 Extend the <i>validity period</i> for a specified additional period if PRASA requests the <i>tenderer</i> to extend it. A <i>tenderer</i> agreeing to the request will not be required or permitted to modify a tender, except to the extent PRASA may allow for the effects of inflation over the additional period.</p>                                                                                                                                                               |
| <b>Clarification of tender after submission</b> | <p>29 Provide clarification of a tender in response to a request to do so from PRASA's <i>Representative</i> during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by PRASA's <i>Representative</i> to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the <i>tenderer</i> as corrected by PRASA's <i>Representative</i> with the concurrence of the <i>tenderer</i>, shall be binding upon the <i>tenderer</i></p> |

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| Submit bonds, policies etc. | 30 | If instructed by PRASA's <i>Representative</i> (before the formation of a contract), submit for PRASA's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>tenderer</i> in terms of the <i>conditions of contract</i> . |
|                             | 31 | Undertake to check the final draft of the contract provided by PRASA's <i>Representative</i> and sign the Form of Agreement all within the time required.                                                                                                                                   |
|                             | 32 | Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent must be submitted with the tender.                                                                                                                                      |
| Fulfil BEE requirements     | 33 | Comply with PRASA's requirements regarding BBBEE Suppliers.                                                                                                                                                                                                                                 |

## PRASA'S UNDERTAKINGS

PRASA, and PRASA's *Representative*, shall:

- |                          |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|--------------------------|---|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Respond to clarification | 1 | Respond to a request for clarification received earlier than the <i>closing time for clarification of queries</i> . The response is notified to all <i>tenderers</i> .                                                                                                                                                                                                                                                                                                                                                                             |
| Issue Addenda            | 2 | If necessary, issue to each <i>tenderer</i> from time to time during the period from the date of the Letter of Invitation until the <i>closing time for clarification of queries</i> , Addenda that may amend, amplify, or add to the <i>tender documents</i> . If a <i>tenderer</i> applies for an extension to the <i>deadline for tender submission</i> , in order to take Addenda into account in preparing a tender, PRASA may grant such an extension and PRASA's <i>Representative</i> shall notify the extension to all <i>tenderers</i> . |
| Return late tenders      | 3 | Return tenders received after the <i>deadline for tender submission</i> unopened to the <i>tenderer</i> submitting a late tender. Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission.                                                                                                                                                                                                                                                                  |
| Non-disclosure           | 4 | Not disclose to <i>tenderers</i> , or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract.                                                                                                                                                                                                                                                                                                                          |

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|-------------------------|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Grounds for rejection   | 5  | Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| Disqualification        | 6  | Instantly disqualify a <i>tenderer</i> (and his tender) if it is established that the <i>tenderer</i> offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| Test for responsiveness | 7  | Determine before detailed evaluation, whether each tender properly received <ul style="list-style-type: none"> <li>• meets the requirements of these Conditions of Tender,</li> <li>• has been properly signed, and</li> <li>• is responsive to the requirements of the <i>tender documents</i>.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                         | 8  | Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the <i>tender documents</i> without material deviation or qualification. A material deviation or qualification is one which, in PRASA 's opinion would <ul style="list-style-type: none"> <li>• detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data,</li> <li>• change PRASA's or the <i>tenderer's</i> risks and responsibilities under the contract, or</li> <li>• affect the competitive position of other <i>tenderers</i> presenting responsive tenders, if it were to be rectified.</li> </ul>                                                                                                                                                                                 |
| Non-responsive tenders  | 10 | Reject a non-responsive tender, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| Arithmetical errors     | 11 | Check responsive tenders for arithmetical errors, correcting them as follows: <ul style="list-style-type: none"> <li>• Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> <li>• If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected.</li> <li>• Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the <i>tenderer's</i> addition of prices, the total of the Prices, if any, will be corrected.</li> </ul> |

**PROVISION OF FOUR (4) 3EB OR HIGHER CONTRACTORS FOR ELECTRICAL MAINTENANCE AND REPAIRS ON AS AND WHEN BASIS FOR A PERIOD OF 36 MONTHS IN THE WESTERN CAPE REGION**

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|                                  |    |                                                                                                                                                                                                                                                                                                                                                                                                                               |
|----------------------------------|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                  | 12 | Reject a tender if the <i>tenderer</i> does not accept the corrected total of the Prices (if any).                                                                                                                                                                                                                                                                                                                            |
| Evaluating the tender            | 13 | Evaluate responsive tenders in accordance with the procedure stated in the RFP / Scope of work/ specification. The evaluated tender price will be disclosed only to the relevant PRASA tender committee and will not be disclosed to <i>tenderers</i> or any other person.                                                                                                                                                    |
| Clarification of a tender        | 14 | Obtain from a <i>tenderer</i> clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.                                                                                                                                                                                                                 |
| Acceptance of tender             | 15 | Notify PRASA's acceptance to the successful <i>tenderer</i> before the expiry of the <i>validity period</i> or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between PRASA and the successful <i>tenderer</i> .                                                                                                     |
| Notice to unsuccessful tenderers | 16 | After the successful <i>tenderer</i> has acknowledged PRASA's notice of acceptance, notify other <i>tenderers</i> that their tenders have not been accepted, following PRASA's current procedures.                                                                                                                                                                                                                            |
| Prepare contract documents       | 17 | Revise the contract documents issued by PRASA as part of the <i>tender documents</i> to take account of <ul style="list-style-type: none"> <li>• Addenda issued during the tender period,</li> <li>• inclusion of some of the <i>tender returnables</i>, and</li> <li>• other revisions agreed between PRASA and the successful <i>tenderer</i>, before the issue of PRASA's notice of acceptance (of the tender).</li> </ul> |
| Issue final contract             | 18 | Issue the final contract documents to the successful <i>tenderer</i> for acceptance within one week of the date of PRASA's notice of acceptance.                                                                                                                                                                                                                                                                              |
| Sign Form of Agreement           | 19 | <b>Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of PRASA's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party shall comply with the request.</b>                                                    |

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Provide copies of the contracts

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Provide to the successful *tenderer* the number of copies stated in the Scope of work/ specification of the signed copy of the contracts within three weeks of the date of PRASA's acceptance of the tender.