BID NUMBER: *CRES/NGR/011/10/2023*

REQUEST FOR PROPOSAL – APPOINTMENT OF A 5-EP OR HIGHER TURNKEY ELECTRICAL CONTRACTOR FOR DESIGN, UPGRADE, TEST AND COMMISIONING OF 11KV PRETORIA NORTH SUBSTATION. IN THE NORTHERN GAUTENG REGION

CLOSING DATE	**21 NOVEMBER 2023**
CLOSING TIME	**12:00**
COMPULSORY BRIEFING SESSION	**DATE: 1 November 2023** **TIME: 10:00 - 11:00** **VENUE: Facilities Management Depot** **Metrorail Pretoria North CTC** **Corner Koos De Larey & Stasie Streets** **Pretoria North.** **Thereafter, Site Walkabout will take please immediately.** **(Bidders are required to wear safety protective clothing to gain access to the Sub-Station)- Safety boots and reflector jackets.**
BID DOCUMENTS DELIVERY ADDRESS	**PASSENGER RAIL AGENCY OF SOUTH AFRICA** **TENDER BOX LOCATED IN RECEPTION AREA OF PRASA CRES NGR OFFICES, DARK GREY BUILDING** **CORNER 546 PAUL KRUGER & SCHEIDING STREETS** **PRETORIA STATION PRECINCT** **0001**
BIDDER NAME	**……**

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.

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.
- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP's closing date;
- 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 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 or not the Respondent is awarded a contract.

SCHEDULE OF BID DOCUMENTS

SECTION NO **PAGE**

LIST OF BID DOCUMENTS

INVITATION TO BID PART A	**Form A**
TERMS AND CONDITIONS FOR BIDDING PART B	**Form B**
TENDER FORM (PRICING SCHEDULE)	**Form C**
SITE INSPECTION CERTIFICATE / PRE-TENDER BRIEFING SESSION	**Form D**
STATEMENT OF WORK SUCCESSFULLY CARRIED OUT BY BIDDER	**Form E**
SECURITY SCREENING FORM	**Form F**
ACKNOWLEDGEMENT	**Form G**

SBD 4 BIDDER'S DISCLOSURE

SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

1 LIST OF ANNEXURES TO THE RFP

DRAFT CONTRACT	Annexure 1
RFP CLARIFICATION FORM	Annexure 2
APPENDICES – LIST OF PRASA TENDER RETURNABLE FORMS	Annexure 3

2 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

3 INTERPRETATION

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

3.1 headings have been inserted for convenience only and should not be taken into account in interpreting the RFP;

3.1.1 any reference to one gender shall include the other gender;

3.1.2 words in the singular shall include the plural and vice versa;

3.1.3 any reference to natural persons shall include legal persons and vice versa;

3.1.4 words defined in a specific clause have the same meaning in all other clauses of the RFP, unless the contrary is specifically indicated;

3.1.5 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;

3.1.6 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;

3.1.7 in the event of any inconsistency between this RFP or other earlier information published with regard to the Project, the information in this RFP shall prevail; and

3.1.8 this RFP shall be governed by and applied in accordance with South African law.

4 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:

4.1 "Accounting Authority" means the Board of PRASA;

4.1.1.1 "Contract" means the Contract to be entered between PRASA and the successful Bidder for the provision of the *services* procured in this RFP.

4.1.1.2 "Bid" means the Bid to the RFP submitted by Bidders;

4.1.1.3 "Bidders Briefing Session" means the compulsory briefing session to be held at the offices of PRASA, in order to brief the Bidders about this tender;

4.1.1.4 "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;

4.1.1.5 "Black Equity" means the voting equity held by Black People from time to time;

4.1.1.6 "Black People" has the same meaning as ascribed to the Broad-Based Black Economic Empowerment Act, 2003, as amended.

4.1.1.7 "Black Woman" means African, Coloured and Indian South Africa Female citizen;

4.1.1.8 "Briefing Note" means any correspondence to Bidders issued by the PRASA;

4.1.1.9 "Business Day" means any day except a Saturday, Sunday or public holiday in South Africa;

"Bidders" means individuals, organisations or consortia that have been submitted responses to the RFP in respect of the tender;

4.1.1.10 "Consortium" means any group of persons or firms jointly submitting a Bid as Bid to this RFP and "Consortia" means more than one Consortium;

"Contractor" the successful Bidders who has signed a Contract with PRASA in terms of this RFP.

4.1.1.11 "Closing Date" means the closing date for submission of bids/ Proposals by Bidders which is ***21 November 2023 at 12:00 Midday;***

"Project" means this project for the **APPOINTMENT OF A 5-EP OR HIGHER TURNKEY ELECTRICAL CONTRACTOR FOR DESIGN, UPGRADE, TEST AND COMMISIONING OF 11KV PRETORIA NORTH SUBSTATION IN THE NORTHERN GAUTENG** "RFP" means the Request for Proposals issued by PRASA for this tender; and

4.1.1.12 "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**].

BID DESCRIPTION	**APPOINTMENT OF A 5-EP OR HIGHER TURNKEY ELECTRICAL CONTRACTOR FOR DESIGN, UPGRADE, TEST AND COMMISIONING OF 11KV PRETORIA NORTH SUBSTATION IN THE NORTHERN GAUTENG REGION**
BID ADVERT	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge. With effect from 20 October 2023. The tender is also advertised on CIDB website and PRASA website
ISSUE DATE	**20 October 2023**
COMPULSORY BRIEFING SESSION	**DATE: 1 November 2023** **TIME: 10:00 - 11:00** **VENUE: Facilities Management Depot** **Metrorail Pretoria North CTC** **Corner Koos De Larey & Stasie Streets** **Pretoria North.** **Thereafter, Site Walkabout will take please immediately.** **(Bidders are required to wear safety protective clothing to gain access to the Sub-Station)- safety boots and reflector jackets.**
CLOSING DATE OF TENDER (FINAL BID SUBMISSION)	**21 November 2023 at 12:00 Midday** Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	**90 Working Days from Closing Date** 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.
CLOSING DATE FOR QUESTIONS	**13 November 2023 by 14:00**
CLOSING DATE FOR RESPONSES TO QUESTIONS	**15 November 2023 by 16:00**
CONTACT PERSON	**MS. KHUTHAZWA PIKE**

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

2 FORMAL BRIEFING

A compulsory pre-proposal RFP briefing/site briefing will be conducted at

Facilities Management Depot
Metrorail Pretoria North CTC

Corner Koos De Larey & Stasie Streets
Pretoria North.

Thereafter, Site Walkabout will take please immediately.
(Bidders are required to wear safety protective clothing to gain access to the Sub-Station)- safety boots and reflector jackets.

On **1 November 2023,** at **10:00am to 11:00am.** [Respondents to provide own transportation and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late. Bidders are required to pay for their own parking tickets.

2.1 *A Certificate of Attendance in the form set out in Form D hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing*. Bidders must appear on the Compulsory Briefing Session Regitser.

2.2 Respondents failing to attend the compulsory RFP briefing will be disqualified**.**

3 BRIEFING SESSION MINUTES AND NOTES

3.1 PRASA will issue briefing session minutes or notes together with the response to the clarification questions on the ***(15 November 2023 by 16:00)***

3.2 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.

4 PROPOSAL SUBMISSION OF RFP RESPONSE

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

The Secretariat / Tender Office **Ms. Khuthazwa Pike**

RFP No:	**CRES/NGR/011/10/2023**
Description of Bid:	**APPOINTMENT OF A 5-EP OR HIGHER TURNKEY ELECTRICAL CONTRACTOR FOR DESIGN, UPGRADE, TEST AND COMMISIONING OF 11KV PRETORIA NORTH SUBSTATION IN THE NORTHERN GAUTENG REGION**
Closing date and time:	**21 November 2023 at 12:00 Midday**
Closing address	***PRASA CRES – NGR, SUPPLY CHAIN MANAGEMENT TENDER OFFICE, DARK GREY BUILDING, CORNER 546 PAUL KRUGER & SCHEING STREETS, PRETORIA STATION PRECINCT, PRETORIA, 0001***

5 DELIVERY INSTRUCTION FOR RFP

Delivery of Bid

The Bid envelopes should be deposited in the PRASA tender box which is located at the Reception Area/Ground Floor of the PRASA CRES PRETORA OFFICES (NGR) and should be addressed as follows:

FOR ATTENTION: MS. KHUTHAZWA PIKE
PRASA CRES – NGR, SUPPLY CHAIN MANAGEMENT TENDER OFFICE,
DARK GREY BUILDING,
CORNER 546 PAUL KRUGER & SCHEING STREETS,
PRETORIA STATION PRECINCT,
PRETORIA,
0001

5.1 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, should state their intention to do so in their RFP submission. Such Respondents should 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 should 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 should 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.

6 COMMUNICATION

6.1 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 PIKEK@PRASA.COM or NRG.TENDERENQUIRIES@PRASA.COM before **13 November 2023 by 14:00,** substantially in the form set out in **Annexure *2*** hereto.

6.2 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 and a non-compulsory briefing session. For this purpose PRASA will communicate with Respondents using the contact details provided at the compulsory and a non-compulsory briefing session.

6.3 During and after the closing date of the RFP, a Respondent may only communicate in writing with the **MS. KHUTHAZWA PIKE**, at telephone number **012 748 7456**, email **PIKEK@PRASA.COM** or **MR. MAX MASHABANE**, at telephone number **012 748 7562**, email **NGR.TENDERENQUIRIES@PRASA.COM** on any matter relating to its RFP Proposal.

6.4 Respondents are to note that changes to its submission will not be considered after the closing date.

6.5 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.

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

6.6.1 Bid/Tender Description

6.6.2 Bid/Tender Reference Number

6.6.3 Closing date of Bid/Tender

6.6.4 Supplier Name;

6.6.5 Supplier Contact details

6.6.6 The detailed compliant

7 CONFIDENTIALITY

7.1 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 should be obtained from PRASA.

7.2 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.

8 INSTRUCTIONS FOR COMPLETING THE RFP

8.1 All responses to the RFP should be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical and compliance response, the second envelop/box shall only have the financial offer and BBBEE response.

8.2 Bidders are required to package their response/Bid as follows:

Volume 1 (Envelope 1/Package 1)

- **Part A:** Mandatory Requirements Response

- **Part B:** Technical or Functional Response (response to scope of work)

Volume 2 (Envelope 2/ Package 2)

- **Part C:** Price Proposal and Specific Goals

Volume 2 should be submitted in a separate sealed envelope. Bidders should make their pricing offer in envelope 2/package 2.

8.3 Bidders must submit 1 original response and may submit copies and an electronic version which must be contained in a Memory Card/External hard drive etc clearly marked in the Bidders name. PRASA reserves the right to consider information provided in all formats irrespective the format i.e original/copy/electronic.

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

8.5 Where Bidders are required to sign forms, they are required to do so using **preferably black ink pen.**

8.6 Any documents forming part of the original responses to RFP but which are not original in nature, should be certified as a true copy by a Commissioner of Oaths.

8.7 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 should be neatly and functionally bound, preferably according to their different sections.

8.8 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.

8.9 The responses to RFP formulation should be clear and concise and follow a clear methodology which responses to RFP should explain upfront in a concise Executive Summary and follow throughout the responses to RFP.

8.10 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.

8.11 Information submitted as part of a responses to RFP should as far as possible, be orderly according to the order of the required information requested by PRASA. All pages should be consecutively numbered.

8.12 Responses to RFP should 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.

8.13 Response to RFP documents are to be submitted to the address specified in this RFP, and Bidders should ensure that the original and copies (where applicable) are identical in all respects as PRASA will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document.

8.14 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**.**

8.15 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.

8.16 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 contract negotiations processes with the preferred bidder.**

9 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.

RFP PROCESS	MILESTONE DATES
Bid issue date	**20 October 2023**
Compulsory Briefing Session	**1 November 2023 from 10:00 – 11:00**
Closing date for Questions	**13 November 2023 by 14:00**
Closing date for Responses to Questions	**15 November 2023 by 16:00**
Closing Date for Submission of final Bid	**21 November 2023 at 12:00 Midday**
Evaluation of Proposals (Bidders note that PRASA may call for Presentation of bidders offers at any stage of the evaluation process)	TBA
Appointment of the successful Bidder	TBA

Contract Negotiations	TBA
Signing of Contract	TBA
Contract Commencement	TBA

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

10 LEGAL COMPLIANCE

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

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.

11 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 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: _____.

12 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 marked Annexure 3 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.
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:_____.

13 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 REQUIREMENTS

1 INTRODUCTION

PRASA-CRES Facilities Management intend to refurbish the outdated technology and equipment in the electrical substations at Gauteng North Region. The equipment in substations is over 20yrs old and its life span has come to an end resulting in frequent equipment breakdowns making it difficult to maintain due to outdated technology and obsolete spares.

The upgrade of the electrical substation will focus on:

- removal of old electrical equipment to replace it with latest technology and easily maintainable equipment capable to provide reliable service,
- Installation of new transformers to increase capacity, new low voltage (LV) panels, new medium voltage (MV) panels,
- Minor renovation of substation building both switchgears side and transformer side i.e., painting, new antivandal doors and paving to ensure that the deteriorated Electrical Indoor Substation meets the relevant PRASA standard.
- Installation of fire suppression system.

The objective is to ensure that operations at the facilities and stations are not disrupted by power outages that may occur due to old electrical equipment failure. The operations at these sites are critical to the organisation and disruptions may results in major loss of revenue.

It is therefore important that these properties be provided with electrical indoor substation refurbishment that will ensure continuous electrical supply for continuous operations.

The project will be a turnkey, which entails design, installation and Commissioning of new substation equipment, refurbishment of existing building and installation of fire suppression system.

2. BACKGROUND OVERVIEW

2.1 STATUS QUO

The current status of electrical indoor substation requirements at the properties:

Electrical Indoor Substations need improvement so PRASA can meet current end-user needs through operational efficiency. The Current state of Electrical indoor substations poses various

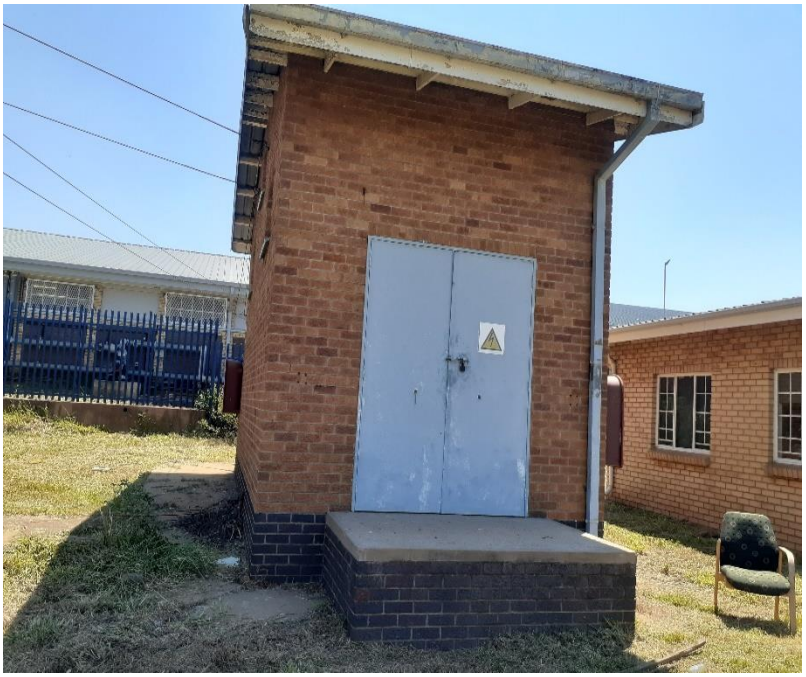
theft, fire, health, and safety hazards due to poor condition of the current dilapidated infrastructure and as such, needs to be improved.

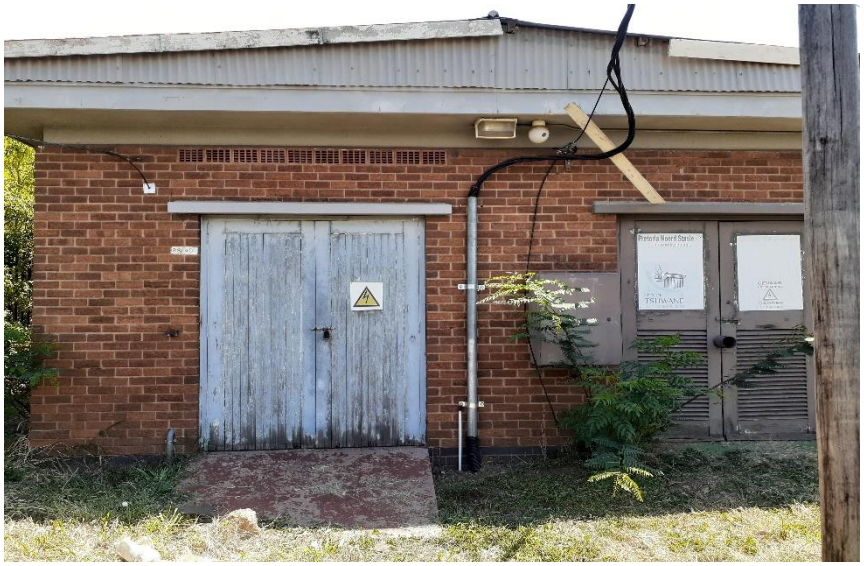
a) ***Pretoria North Sub>*** currently the substation is functional but is running on a maximum load capacity. The current system has outdated installation and often require repairs; hence an upgrade and load capacity increase is required.

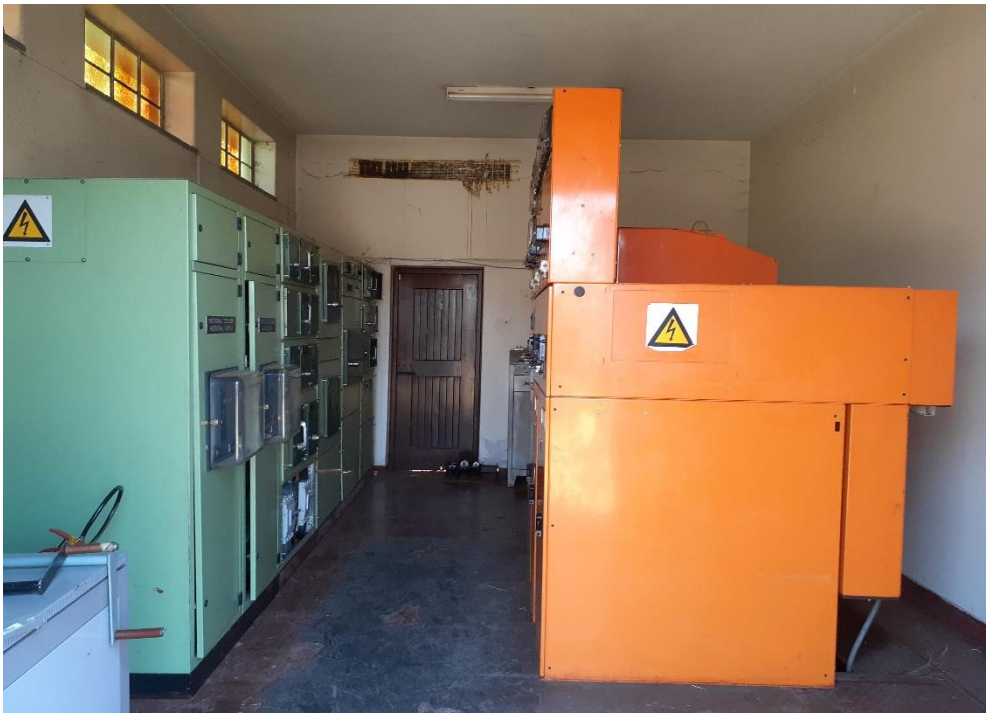
2.2 PROBLEM STATEMENT

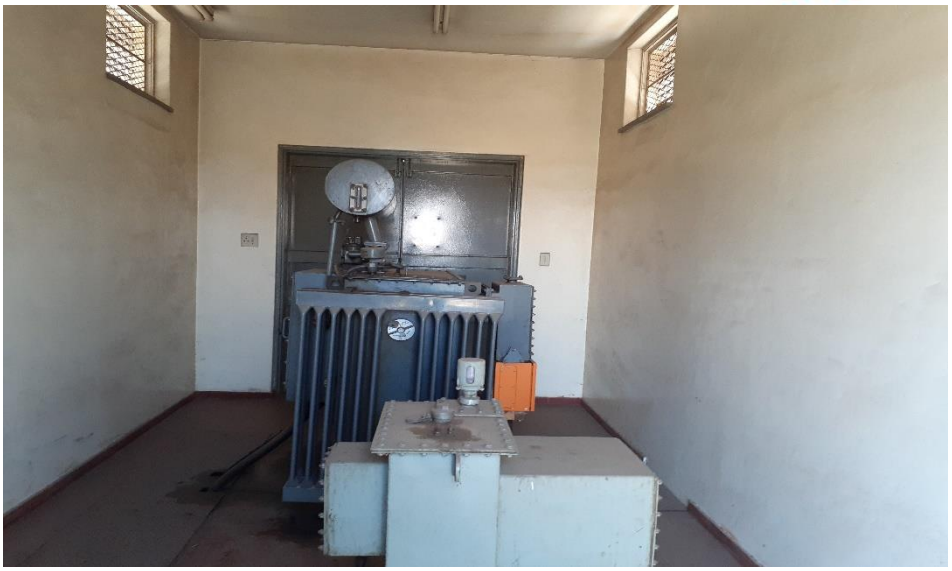
All operational and commercial activities at Gauteng North Region are critical and require reliable electrical supply. Electrical supply disruptions cost the organisation loss in productivity and revenue when there is electrical equipment failure.

2.3 PICTORIALS









3 OBJECTIVE OF THE PROPOSED PROJECT

The objectives of the proposed project are outlined in detail from the following sections:

3.1 DESIRED OUTCOMES FOR CARRYING OUT THE PROPOSED PROJECT

The objective of the project is to ensure that operations at Pretoria North sub have 100% electrical power supply efficiency. The operations at these facilities should not be disrupted by power outages that occur due to equipment failure.

These properties will be provided with electrical indoor substation that will ensure adequate electrical supply to run operations, that will result in revenue generation and productivity.

The panels are intended for indoor application with secure and restricted access to the building. These panels must meet specified technical requirements to ensure their reliability and safety to personnel.

3.2 PROJECT BENEFITS TO PRASA

Upgrading of electrical indoor substations at Gauteng North Region substation will be beneficial to PRASA in the following ways:

- Undisrupted station ticket sales operations resulting in revenue generation.
- Undisrupted electrical supply at maintenance depots and office buildings result in productivity
- Undisrupted electrical and lighting provision on platforms ensuring health, safety, and security compliance of the facility.

4 SCOPE OF WORK AND AREAS OF FOCUS

4.1 EXTENTS OF THE WORKS

Note: The scope of work covers the high-level Extent of the substation's Works.

4.2 Summary of Scope

a. The works cover the detailed design, for a complete substation upgrade including MV & LV panels, MV cable, LV cables, Transformers, Minor upgrade of substation buildings and the control plant with accompanying operation procedure reports, manufacture, transportation to site, installation, testing, and commissioning of this 11 KV Electrical Substation.

b. The 11 KV substation designs shall comply with the applicable PRASA and related national/international standards, regulations, and codes which are listed under general standards.

c. Installation of new fire suppression system for both switchgear and transformer building.

4.3 HIGH LEVEL SCOPE OF WORKS

The high-level extent of the works is as follows: -

- Supply and install 800kVA, 11kV/400V, Dyn11, 3-phase AC, 50Hz, oil type stepdown Distribution Transformer complete for H Frame mounting.
- Supply and install 1MVA, 11kV/400V, Dyn11, 3-phase AC,50Hz, dry type stepdown Distribution Transformer complete for indoor.
- Provision of connecting new feeder cable to 11Kv transmission line
- Installation of MV and LV switchgears panels
- Supply and install tele-control.
- Supply and lay paving
- Refurbishment of substations buildings
- Reinforce and certify existing H-Frame structure for load handling of at least 800KVA transformer.
- Design, supply and install earthing and lightning protection.
- Design, Supply, Installation and Commissioning of new fire suppression system for both switchgear and transformer building.
- Design, supply and installation, testing and commissioning the SCADA system.
- Perform protection setting calculations and configuration of the various protection schemes proposed on the final approved designs. The Electrical Engineer shall present the detailed design to PRASA for acceptance before proceeding to the implementation stage.

Once the detailed designs and accompanying design report have been reviewed and accepted by PRASA, the

Contractor shall proceed with but not limited to the following: -

- Decommission unutilized parts of the existing equipment and remove all equipment.
- Transport decommissioned equipment to PRASA CRES's Facilities Depot
- Rubble and waste are to be transported and dumped in an environmentally approved dumping site for rubble and waste and submit the approved certificate to confirm that waste has been dumped on an accredited site.
- Clear and prepare the site for construction.
- Perform all the necessary earthworks and compaction.
- Supply and install new electrical equipment.
- Supply and installation of all interfacing equipment/cables for tele-control equipment.
- Supply and installation of a new SIS500 tele-control outstation.
- Supply, and installation of substation labels.
- Perform factory and site acceptance testing.
- Implement protection settings.
- Do commissioning of fire suppression system.
- Do pre-commissioning and final commissioning testing of the new installation.
- After PRASA is satisfied with the new installation, energize the new assets into services
- All relevant test, commissioning, maintenance, spare parts manual, operational, training, etc. documentation and relevant training shall form part of these Works.
- Any other work arising from or incidental to the above or required from the Contractor for the proper completion of the Works by the true meaning and intent of the Contract documents.

5 TURNKEY BIDDER SERVICE FOR PROPOSED PROJECT

PRASA CRES will procure an experienced Turnkey contractor with Electrical Engineer to design and manage construction stages of the project.

5.1 Required services expected from bidders includes the following activities.

To prepare complete Electrical Engineering plans and related studies/investigations, construction and close-out of the project that consider the following:

- Optimal benefits for all stakeholders, which include the procuring entity, the direct users and PRASA CRES.
- Conform to relevant laws, design standards and legal procedures.

5.2 Design Phase components

- Detailed Electrical engineering designs
- Detailed Estimates, Bill of Quantities
- Proposed Design and Construction Schedule

5.3 The designs must be in line with:

5.3.1 PRASA - Norms, Guidelines and Standards

5.3.2 Operational Plan and Maintenance User Requirements.

5.4 Compile Integrated User Requirements

5.4.1 Scope document and charter with cost estimate of works

5.5 Update the Concept Design

5.5.1 Draft Conceptual Design Report

5.5.2 Updated User Requirements

5.5.3 Life Cycle Costing

5.5.4 Conceptual Drawings

5.5.5 Present and Workshop Final Conceptual Design Report (with PRASA and selected stakeholders)

5.6 DETAILED COST ESTIMATES

5.6.1 Project Cost Estimates and Guidelines

In the preparation of all detailed cost estimates, the successful bidder is to prepare and submit a priced Bill of Quantities (BOQ).

The labour component of the cost estimates shall be in line with the ordinance and the latest minimum wage order as gazetted by the Department of Labour and other statues on employment.

The bidder shall prepare and submit for the purpose of the Bill of Quantities (BOQ) in this contract,a detailed cost estimate in accordance with the limit of the available Approved Budget for the Contract and following the sequence of priorities below:

5.6.2 Design Development Phase

The detailed costing for the design development phase is for the preparation, submittal and approval of the following:

- Detailed Estimates, Bill of Quantities
- Technical Specifications
- Proposed Design and Construction Schedule

5.7 PROJECT IMPLEMENTATION APPROACH

All engineers involved in this project will report and deliver services in line with their respective professional councils ECSA.

The employer will always and during the execution of the project have Employer's Representative independent of Turnkey contractor.

The required services are a stage-gate design process as follows:

- **Stage 1 – Inception**
- **Stage 2 – Concept and viability (Preliminary design)**
- **Stage 3 – Design development (Detailed design)**
- **Stage 4 – Documentation**
- **Stage 5 – Contract administrations and inspection**
- **Stage 6 – Close-Out**

5.7.1 DESIGN PHASE.

STAGE 1- Inception

Establish client requirement and preference, assess user needs and options, establish the project brief including project objectives, priorities, assumptions aspirations and strategies.

5.7.1.1 Scope of Services

- Conclude the terms of agreement with the client.
- Electrical Engineer to design, test, upgrade existing system, commission, certify all electrical works and equipment.
- Civil Engineer to test, upgrade, certify existing H-frame structure to handle at least 800Kva oil type transformer weight.
- Advise on criteria that could influence the project life cycle cost significantly.
- Attending project progress meetings.
- Inspect site and advise on necessary test where such information will be required for stage 2.
- Advise on rights, constraints, consents and approvals.

5.7.1.2 Electrical Engineer's Deliverables

- Agreed scope of services and scope of work
- Report on project, site and functional requirements
- Schedule of required tests
- Schedule of consents, approvals and related timeframes

5.7.2 STAGE 2 – Concept and viability (Preliminary design)

Prepare and finalize the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary program, and viability of the project.

5.7.2.1 Scope of Services

- Prepare relevant documents (plans and drawings)
- Establish project program.
- Advise the client regarding further tests that may be required.
- Establish regulatory authorities' requirements and incorporate them into project plan.
- Prepare preliminary drawings, and related documents for approval by PRASA regional engineer and client.

5.7.2.2 Electrical Engineer's Deliverables

- Project execution
- Project closure
- Project design

5.7.3 STAGE 3 – Design and development (Detailed design)

Develop the approved project concept to finalize the design, outline specifications, cost plan, financial viability, and program for the project.

5.7.3.1 Scope of Services

- Incorporate client's authorities detailed requirements into the project design.
- Prepare design development drawings including draft technical details and specifications.
- Review and evaluate design and outline specification and exercise cost control.
- Prepare detailed project construction cost.
- Submit the necessary design documents to PRASA for approval.

5.7.3.2 Electrical Engineer's Deliverables

- Design development drawings
- Outline specifications
- Submission of drawings and reports for approval,
- Detailed project construction cost

5.7.4 STAGE 4 –Documentation

The process of establishing and implementing procedures, including the preparation of necessary documentation, for effective and timeous execution of the project.

5.7.4.1 Scope of Services

- Check project cost and adjust design and document if necessary to remain within budget.
- Review design, drawings and schedule for compliance with approved budget
- Advice the client on the appropriate insurance for the implementation of the project

5.7.4.2 Electrical Engineer's Deliverables

- Specifications
- Working drawings
- Budget construction cost
- Detailed Priced BOQ

5.7.5 STAGE 5 – Contract Administrations and Inspection

Manage, administer, and monitor the construction and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

5.7.5.1 Scope of Services

- Attending site handover.
- Inspect the works for conformity to design.
- Review the outputs and quality assurance procedures and advise the contractor client on adequacy and need for additional controls, inspections, and testing.
- Clarify details and maintain a financial control system.
- Witness and review of all test and mock-ups carried out on site.
- Update and issue drawings register.
- Review and comment on operation and maintenance manuals, guarantee certificates and warranties.
- Inspect the works and issue practical completion and defects lists.
- Arrange for the delivery of all test certificates, including any certificates of compliance, statutory and other approvals and record drawings and operations manuals.

5.7.5.2 Electrical Engineer's Deliverables

- Financial control reports
- Estimates for proposed variations (if required)
- Progress and draft final account
- Practical completion and defects list
- All statutory certification and certificates of compliance as required by client and PRASA Electrical Engineer.

5.7.6 STAGE 6 – Close -out

Fulfil and complete the project close-out, including necessary documentation to facilitate effective completion, handover and operation of the project.

5.7.6.1 Scope of Services

- Inspect and verify the rectification of all defects.
- Prepare maintenance manuals, guarantees and warranties.
- Prepare as build drawings and documentations.
- Commission system
- Conclude final account.

5.7.6. 2 Electrical Engineer's Deliverables

- Works and final completion lists
- Operations and maintenance manuals, guarantees and warranties.
- As-built drawings and documentation
- Final accounts

6. TEMPORARY WORKS

- No temporary Works have been identified, but any temporary work that might be required during this project's implementation shall be the Contractor's responsibility.
- This includes any associated safety, engineering and design that may be required. Therefore, it is the responsibility of the Contractor to identify such Works.

7. APPLICABLE STANDARDS

- Except for Employer owned documents and standards, the Contractor shall obtain the latest version/publications of these specifications and standards from their sources or publishers at their own cost.
- Unless otherwise specified all materials and equipment supplied shall comply with the current edition of the relevant SANS and IEC publications where applicable.
- Where reference is made to PRASA specifications, such documents shall form part of the contract document for easy reference.
- Any items offered by other standards will be considered at the sole discretion of PRASA. The Contractor shall be responsible for supplying full details stating where the item offered differs from the specifications listed below and supplying a copy (in English) of the recognized standard specification(s) with which it complies.

8. TARGETED AREA BY THIS PROJECT

The substations to be refurbished is Pretoria North substation.

9. ENGINEERING

9.1 Design Brief and Deliverables

a) The Contractor shall prepare a detailed design (shop drawings and design report) incorporating the minimum specifications including but not limited to the specific items listed below: -

i. Fully functional substations incorporating all newly installed equipment.

ii. All equipment shall be adequately earthed, insulated, enclosed and interlocked to ensure the safety of staff (operators) as well as equipment.

iii. Fault Level calculations.

iv. New fire suppression system for both switchgear and transformer building.

v. Protection setting calculations and configuration.

vi. SIS500 tele-control outstation, telecommunications panel.

vii. Connection to 11kv transmission line

viii. Any temporary works deemed necessary.

ix. Installation of new cablings

x. Reinforce existing structure to withstand weight of at least 800Kva transformer.

9.2 SERVICES

The contractor shall have Electrical Engineer and civil engineer suitable to carry out works required to complete the project; this includes but not limited to:

- Electrical engineer for system design, compliance, monitor, quality check and commission of this substation
- Civil engineer for reinforcement of existing H-frame structure to handle at least 800KVA oil type transformer.
- Training of PRASA's Electricians is of importance as the effectiveness of the system operation depends on the training and knowledge on how to operate and maintain the system.

10.GENERAL STANDARDS AND TECHNICAL REQUIREMENTS

10.1 NORMATIVE REFERENCES

The following documents contain provisions that, through reference in the text, constitute requirements of this specification. All standards and specifications are subject to revision, and parties to agreements based on this specification are encouraged to investigate the possibility of applying the most recent editions of the documents listed below.

IEC 62271-200, High-voltage switchgear and control gear – Part 200: A.C. metal-enclosed switchgear and control gear for rated voltages above 1 kV and up to and including 52 kV.

IEC 62271-100, High-voltage switchgear and control gear – Part 100: High-voltage alternating-current circuit-breakers.

IEC 62271-102, High-voltage switchgear and control gear Part 102: Alternating current disconnectors and earthing switches.

IEC 60947-5-1, Low-voltage switchgear and control gear Part 5-1: Control circuit devices and switching elements — Electromechanical control circuit devices.

IEC 61000-4-29, Electromagnetic compatibility (EMC) Part 4-29: Testing and measurement technique – Voltage dips, short interruptions and voltage variations on D.C. input power port immunity tests

IEC 60529, Degrees of protection provided by enclosures (IP Code)

IEC 60071-1. Insulation co – ordination – Part 1: Definitions, principles and rules.

IEC 61243-5, Live working — Voltage detectors Part 5: Voltage detecting systems (VDS)

SANS 61869-1, Instrument Transformers Part1: General Requirements

SANS 60694, Common specifications for high-voltage switchgear and control gear standards.

SANS 1885, AC metal-enclosed switchgear and control gear for rated voltages above 1 kV and up to and including 36 KV.

SANS 1019, Standard voltages, currents, and insulation levels for electricity supply

IEC 60076-2-Oil-immersed transformers.

IEC 60726 :1982 Dry-type transformers

SANS 60044-1/IEC 60044-2 1997, Instrument transformers – Part 1

SANS1019:2008 for high voltage equipment insulation level

SANS 1091, National colour standard

Current transformers shall comply with SANS 61869-2 with the following accuracies:

Indication instruments: Class 3, Metering Class 0.5, Protective system: Class 10P

SANS 60623, SANS 1652.

EC 60417 – 6413 for maintenance of battery chargers

IEC 60050(441): IEV – Part 441: Switchgear, control gear, fuses

IEC 60059: IEC standard current rating

IEC 60439-1: Low-voltage switchgear and control gear assemblies – Part 1: Type tested and partially type-tested assemblies

IEC 60529: Degrees of protection provided by enclosures (IP code)

IEC 60664-1: Insulation coordination for equipment within low-voltage systems –Part 1: Principles, requirements and tests – Basic safety publication

IEC 60947-1: Low-voltage switchgear and control gear – Part 1: General rules

IEC 60947-2: Low-voltage switchgear and control gear – Part 1: Circuit breakers 3 Definitions

SANS 876, Cable terminations and live conductors within air-insulated enclosures (insulation coordination) for rated A.C. voltages of 7.2 kV and up to and including 36 kV.

CP_TSSPEC_001, Specification for 11 kV and 22 kV PILC and XLPE cables

CP_TSSPEC_002, Specification for low voltage insulated wires, power and multi-core control cables.

CP_TSSPEC_053, Accessories for medium voltage power cables for systems with nominal voltage of 11 kV to 33 kV

The latest issue of SANS 10142-1: “Code of Practice for the Wiring of Premises-Part 1: Low Voltage Installations”,

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended,

The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority,

The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as emended,

Electrical Installation Regulations of 1992 promulgated under section 35 of the Machinery and Occupational Safety Act of 1983 (Act No. 6 of 1983)

The Electricity Act 1984 (Act 41 of 1984) as amended; it shall be assumed that the Contractor is conversant with the above-mentioned requirements. Should any requirement, by-law or regulation, which contradicts the requirements of this Document, apply or become applicable during erection of the Installation, such requirement, by-law or regulation shall overrule this Document and the Contractor shall immediately inform Prasa Cres project manager of such contradiction. Under no circumstances shall the Contractor carry out any variations to the installation in terms of such contradictions without obtaining the permission to do so from the Prasa Cres project manager.

10.2. MINIMUM MV PANEL REQUIREMENTS

10.2.1 General

10.2.1.1 Metal-clad switchgear and control gear shall be manufactured in accordance with IEC 62271-200.Where conflicting requirements with IEC 62271-200 occur, this specification shall take precedence.

10.2.1.2 Metal-enclosed switchgear and control gear shall be designed so that the following events could be done safely:

- normal service,
- inspection,
- maintenance operations,
- determination of the energized or de-energized state of the main circuit,
- checking of phase sequence,
- earthing of connected cables,
- test plug to facilitate the locating of cable faults,
- voltage tests on connected cables or other apparatus,
- the elimination of dangerous electrostatic charges and
- Condition monitoring.

10.2.1.3 All removable parts and components of the same type, rating, and construction shall be mechanically and electrically interchangeable.

10.2.2 Service conditions

The switchgear shall be suitable for operating under the following environmental conditions:

Altitude	1800m AMSL (Above Mean Sea Level)
Ambient temperature	5°C to 40°C
Relative humidity	10% to 95%
Pollution levels within enclosure	Light for indoor application.

10.2.3 Rated voltage

10.2.3.1 The rated voltage of the switchgear shall be in accordance with the values given in Table 1.

10.2.3.2 The number of phases shall be three.

10.2.4 Rated insulation level

10.2.4.1 The rated insulation levels of the switchgear shall be in accordance with the values given in Table 1. The rated insulation levels offered shall be stated in the design.

10.2.4.2 The network frequency shall be 50Hz.

Table 1: Rated voltage and insulation levels[1]

Nominal system voltage Un [kV (rms.)]	**Rated voltage Ur** [kV (rms.)]	**Rated short – duration power – frequency withstand voltage Ud.** [kV (rms.)]	**Rated peak lightning impulse withstand voltage Up.** [kV(peak)]
		Common value	**Common value**
11	12	28	75
1. The information in this table is extracted from SANS 1019			

10.2.5 Rated normal current

10.2.5.1 For 11kV switchgear, the rated normal current of the bus bar, bus-section and incomer panel main circuits shall be a minimum of 1250 A.

10.2.5.2 The rated normal current of all feeder panel main circuits shall be a minimum of 800A.

10.2.5.3 The associated temperature rise for the normal currents shall be in accordance with SANS 62271-200

10.2.5.4 All normal current rating and associated temperature rises shall be based on natural air cooling. Forced air cooling shall not be accepted.

10.2.6 Rated short time and peak withstand currents.

10.2.6.1 The rated R.M.S. short time withstand current (Ik) of the main circuit (i.e. including bus bars and circuit breakers) and earthing switches shall be in accordance with the values given in Table 2.

10.2.6.2 The rated R.M.S. short time withstand current (Ike) of the earthing circuit of the switchgear (i.e., earthing bars of the earthing system) shall be in accordance with the values given in Table 2.

10.2.6.3 The rated peak withstands current (Ip) of the main circuit (i.e., including busbars and circuit breakers) and earthing switches shall be in accordance with the values given in Table2.

10.2.6.4 The rated peak withstands current (Ipe) of the earthing circuit of the switchgear (i.e., earthing bars of the earthing system) shall be in accordance with the values given in Table 2.

10.2.6.5 Rate of operating sequence shall be O-0,3s-CO-3min-Co.

Table 2: Rated short-time and peak withstand current.

Nominal system voltage Un	**Rated short time withstand current.**	**Rated peaks withstand current.**

[kV]	**Ik, Ike** [kA(rms.)]	**Ip, Ipe** [kA(peak)]
11	25	63

10.2.7 Design and construction

10.2.7.1 Loss of service continuity category (LSC)

The panels shall be classified LSC2B-PM and the mechanism of the shutters shall be designed to be failure proof.

10.2.7.2 Internal arc classification (IAC)

Internal arc classification (IAC) shall be AFLR in accordance with IEC 62271-200, i.e., restricted access and tested for all sides (front, lateral and rear).

Note: ***A pressure relief duct, to release the gases resulting from a possible internal arc can be additionally provided to improve the level of safety for the operators.***

10.2.8 Internal arc detection

10.2.8.1 The circuit breaker, bus bar and cable compartments of the circuit breaker panel shall be fitted with arc-light detection sensors for detecting internal arcs. The designs shall have been successfully tested according to Internal Arc Classification.

10.2.8.2 The arc protection detection device shall be positioned such that the breakers are not tripped due to the light from the arc inside the vacuum interrupter.

10.2.9 Circuit breaker type

10.2.9.1 Trolley type withdrawable type circuit breaker ONLY shall be acceptable.

10.2.9.2 Circuit breakers shall be suitable for the following switching duties:

- mechanical endurance class M2.
- electrical endurance class E2 and
- Capacitive switching class C2.

10.2.10 Circuit breaker interrupting medium.

10.2.10.1 Only circuit breakers utilizing vacuum interrupting medium shall be acceptable.

10.2.10.2 Vacuum bottles shall be capable of a minimum of 30 000 operations for normal load and fault current handling before replacement.

10.2.10.3 The Vacuum bottles shall be accompanied by the Manufacturer's Data Sheet proving the quantity/number of operations the bottle can do.

10.2.11 Busbars

10.2.11.1 The panel shall be of single bus bar configuration.

10.2.11.2 Busbar insulating materials shall be of the heat shrink type with non-static characteristics.

10.2.11.3 The insulation material shall not contribute to the partial discharge of the switchboard and shall be identical to the material used in the type testing for insulation testing (impulse, power frequency type testing and temperature rise type testing).

10.2.11.4 All power circuit insulation and segregation materials shall have an expected life exceeding the switchgear life by a factor of two without degrading due to age, temperature for normal service conditions or contribute to the partial discharge of the entire switchboard.

10.2.11.5 The point of connection of the cable/s onto the switchgear shall provide for each cable-core to be connected by means of a lug onto a separate copper bus bar section. The arrangement is intended to allow for the fitting of a shroud over the lug and fasteners.

10.2.11.6 The creepage distances for post insulators holding the bus bars shall be 20 mm/kV.

10.2.12 Enclosure

10.2.12.1 Protection against corrosion shall be ensured by the use of suitable materials, taking into account the intended conditions of use and in accordance with the service conditions.

10.2.12.2 Degrees of protection shall be detailed in IP4X for all enclosures of MV switchgear and control gear containing parts.

10.2.12.3 Hole pre-drilling and vermin proofing shall be provided to all cable access points.

10.2.12.4 Enclosure shall be designed for ease of access to the cables for the purposes of termination and connecting. The termination enclosure cover and the glade plate shall be removable.

Note: ***The gland plate shall have a predrilled/punched cable entry hole of the diameter of 630mm² (single core) or 185mm²(three core) cable for copper cables and 1000mm²(single core) or 300mm² for aluminum cables.***

10.3 POWER CABLE TERMINATIONS ENCLOSURE

10.3.1 The power cable compartment shall be accessible from the rear of the switchboard.

10.3.2 Power cable terminations for feeder and distribution transformer panels shall be suitable for three-core XLPE insulated cables that comply with SANS standards.

10.3.3 Only type 2 terminations with fully shrouded cable terminals shall be acceptable.

10.3.4 Power cable terminations and live conductor arrangements in air-filled enclosures shall comply with the minimum clearances c and d of NRS 012.

10.3.5 No surge arresters shall be installed in feeder panels.

Note: ***Possible connection for incomer 12 x 630mm² (4x630mm² per phase) for copper and 12 x 1000mm2(4x1000mm2 per phase) for Copper three core XLPE insulated cables.***
Note: ***Type 2 termination: lugs connected onto bushings or post insulators with a shrouded insulation termination.***

10.4 INTERLOCKINGS

10.4.1 The panel shall be designed for full operation behind closed doors.

10.4.2 The circuit breaker interlocks shall be designed so that the circuit breaker when in the service position can only be operated if the auxiliary supply is connected. Conversely, it shall prevent the disconnection of the auxiliary circuits with the circuit-breaker closed in the service position.

10.5 Inspection window

An inspection window shall be provided for the enclosure with at least the degree of protection specified for the enclosure. It shall be covered by a transparent sheet of mechanical strength comparable to that of the enclosure. Precautions shall be taken to prevent the formation of dangerous electrostatic charges, either by clearance or by electrostatic shielding.

10.5.1 Infra-Red Scanning Window

10.5.1 Infra-Red scanning windows shall be provided at all cable boxes and on the side of the busbars.

10.5.2 These windows shall be tested for internal arc at 12kV or 24 kV according to the requirements of IEC 62271-200.

10.5.3 Full type test reports shall be provided.

10.6 Earthing

To ensure personnel protection during maintenance work, all parts of the main circuit to which access is required shall be capable of being earthed prior to becoming accessible.

10.6.1 Busbar or bus section earthing facility shall not be provided.

10.6.2 Earthing facilities for all main circuits shall be provided and comply with IEC 62271-102; and have a class of E2 rating.

10.6.3 The earthing shall have a fault make capacity that can withstand the switchboard short circuit current rating.

10.6.4 The earth switch shall be properly interlocked and manually operated from the front of the switchboard.

10.6.5 NO earthing by means of a specially designed earth truck will be accepted.

10.7 Energy storage in springs

It shall not be possible for the moving contacts to move from the open position unless the charge is sufficient for satisfactory completion of the closing operation.

Note: It must also not be possible to activate the closing of the breaker if the spring is not fully charged.

10.7.1 **Manual charging**

If a spring is charged by hand, the direction of motion of the handle shall be marked.

10.7.2 **Motor charging**

Motors and their electrically operated auxiliary equipment for charging a spring shall operate satisfactorily at the rated supply voltage.

10.8 Position indication

10.8.1 In order to provide increased operator safety and minimize the chance of error, all metal-clad switchgear shall be supplied with an indication on the front panel.

10.8.2 The colours of the position-indicating device in the open, closed, or, where appropriate, earthed position shall be in accordance with IEC 60073.

10.8.3 The closed position shall be marked, preferably with an, **I**. The open position shall be marked, preferably with an **O** as per IEC 60417.

10.9 Auxiliary and control circuits

10.9.1 The supply voltage for auxiliary and control circuits shall be 110V D.C.

10.10 Wiring

10.10.1 Current and voltage transformer wiring shall be 2, 5 mm^2 and colour coded according to the phase colours.

10.10.2 All auxiliary wires shall be 1, 5 mm^2 and grey.

10.10.3 If auxiliary wiring has two different voltage levels, the lower voltage level shall be purple in colour to differentiate it from the other wiring.

10.10.4 All wiring shall comply with the requirements of CP_TSSPEC_002.

10.11 Protection of auxiliary circuits

All DC circuits shall be protected by double pole MCB's fitted with an auxiliary contact (one normally open and one normally closed contact).

10.12 CONTROL FACILITIES

10.12.1 All protection and control equipment shall be housed in the switchgears room. The protection and control facilities shall be housed in clearly designated, custom designed cubicles with tiled mimics and shall be linked to the switchgear by a multi core cable.

10.12.2 The protection, control and metering cable shall be run in ducts or on cable trays within the confines of the substation.

10.12.3 Remote control hand-held units shall be provided.

10.12.4 It is possible that in retrofitting existing substations, no separate control room will be available. This would require mounting of control equipment on the switchgear in the conventional manner, in which case the switchgear shall be supplied with an umbilical cord and remote-control unit for operating of the switchgear in the event of SCADA failure.

10.13 SCADA interface

10.13.1 Circuit breaker and other bay information shall be linked to an RTU via a serial communication port or a fibre optic connection on the rear of the protection and control. IED. The IED to RTU communication protocol interface shall be IEC 61850 as specified in the SCADA/RTU specification.

10.13.2 Facilities shall be available to manually operate the circuit breaker at the switch bay, in the separate control room and via SCADA.

10.13.3 The RTU shall be housed in a separate control room when the room is provided.

10.13.4 Each switchgear panel shall have a manually operating switch to select the breaker operation on Local/Supervisory.

10.13.5 Within each switchgear panel, the protection IED shall provide one hard-wired output contact to indicate a protection failure alarm in the event of the IED device failing or the DC power to the device failing (fail safe mode). This shall be paralleled with any indication of an MCB's (miniature circuit breaker) trip that results in inoperable protection, to indicate a PROTECTION URGENT ALARM.

10.14 Protection

10.14.1 Incoming and outgoing circuit breakers shall be fitted with the latest model microprocessor-based relays which meet IEC 60255 standard for all relevant protection required respectively.

10.14.2 Incomer switchgear shall have facilities for differential protection. It is necessary to adapt and improve existing system.

10.14.3 Only relays operating from the auxiliary station DC supply shall be utilized.

10.14.4 The cable box compartment shall be protected using arc protection. Only the circuit breaker associated with the cable box must trip for a fault within the cable box. An arc fault in

the incomer cable compartment shall also trip the associated HV breaker to isolate the affected transformer. A trip shall be initiated by the detection of arc-light and current.

10.14.5 The bus bar and circuit breaker compartment shall be protected using arc protection. The entire switchgear zone associated with the bus bar or circuit breaker compartment arc fault must trip. A trip shall be initiated by the detection of arc light and current.

10.14.6 Each circuit breaker shall have a single IED that will incorporate protection, control, interlocking and SCADA.

10.14.7 Incomers and parallel feeders shall have unit protection of the differential type. It is necessary to adapt to existing systems.

10.15 Luminous indicators

10.15.1 Indicator lights are associated with the control circuit equipment; therefore, they shall meet the requirements of IEC 60947-5-1.

10.15.2 Trip indicators shall be a green indicator and the closed indicator shall be red.

10.16 Voltage detection system (VDS)

10.16.1 Each incoming and feeder cubicle shall be fitted with live voltage detection system.

10.16.2 The system shall detect the voltage on power cables connected to the cubicle and indicate the presence of voltage via lamps and voltmeter.

10.16.3 It shall be possible to connect phase balance or phase comparators to VDS system in front.

10.16.4 The voltage detection system shall comply with IEC 61243-5.

10.17 Flammability

The auxiliary materials shall be chosen and designed such that they retard the propagation of any flame resulting from accidental overheating in the switchgear and control gear.

10.18 Terminals

10.18.1 Only hook blade type lugs shall be provided.

10.18.2 No joints shall be allowed in any panel wiring.

10.19 BATTERY CHARGER

CHARGER UNIT:

Input: 230/250V 1 Phase 50HZ

Input Burden: 550VA

Output: 110V DC Nominal

Float Voltage: 120,7V DC

Boost Voltage: 131,8V DC

Charger Rating: 10A Dc Continuous

Standing Load: Not Specified - Max 1,5A DC Recommended

Charger Type: Constant Voltage Current Limit (Cvc)

Smoothing: 5% Rms V

Regulation: +/- 10% Mains Variation <= +/- 1% On Dc Output

Major Components: Ac Input Isolator

: Mains Protection Fuse

: Ac Input Surge Suppression Mov

: Mains On Neon Lamp

: Double Wound Mains Transformer

: Dc Smoothing Choke + Capacitor

: Br1000 Rectifier Thyristor Control Module

: Bridge Rectifier/Thyristor Stack

: Dc Ammeter

: Dc Voltmeter

: Rectifier Protection Fuse

Alarms : Optional Items

: Ac/Dc/Battery Terminals

Cabinet : Sheet Steel Floor Standing Self Contained Type With Front Access Via A

Pad Lockable : Front Door Where Charger and Battery Share A Common Enclosure

Finishes : Powder Coated Light Orange B26 In Accordance With Sabs1091 With Structured Finish.

Battery System:

Quantity: 1 X Set Of 17AH X 54 Series Connected Cells

Battery Type: Maintenance free lithium-ion battery

Designation: Saft Type Kpz10 (Or Equivalent)

Capacity : 10 Amp - Hour At The 12 Hour Discharge Rate

Design Life: 20 Years

Battery Voltage: 12V DC

11. MINIMUM LV PANEL REQUIREMENTS

11.1 Scope

(a) This specification covers the low-voltage metal-enclosed switchgear and control gear assembly for distribution stations (hereinafter referred as the switchboards) and designed for indoor installation.

(b) The switchboard will be installed as to distribute the low-tension electric power through the underground cables.

(c) The primary terminals of the switchboard will be connected to the secondary terminals of the distribution transformer.

11.2 Service conditions

17.2.1 Normal service conditions for the switchboards

(a) Ambient air temperature

- Maximum ambient air temperature: 55 ºC
- Maximum 24-hour average value of the ambient air temperature: 35 ºC
- Minimum ambient air temperature: -5 ºC

(b) Maximum pollution level: Degree 3 (according to 6.1.2.3 of IEC 60439-1)

11.3 Low-voltage switchgear and control gear assembly

The combination of one or more low voltage switching devices together with associated control, measuring, signaling, protective, regulating equipment, etc., completely assembled under the responsibility of the manufacturer with all the internal electrical and mechanical interconnections and structural parts

11.4 Busbar

The low-impedance conductor to which several electric circuits can be separately connected.

11.4.1 Main busbar

The busbar to which one or several distribution busbars and/or incoming and outgoing units can be connected.

11.4.2 Distribution busbar

The busbar within one section which is connected to a main busbar and from which outgoing units are supplied.

11.4.3 Enclosed switchboard

The switchboard which is enclosed on all sides with the possible exception of its mounting surface in such a manner as to provide a degree of protection. The switchboard should allow access to cables and bus bars for maintenance or repairs.

11.5 Cubicle type switchboard

The enclosed switchboard in principle of the floor-standing type which may comprise several sections, sub-sections, or compartments.

11.6 Functional unit

The part of an assembly comprising all the electrical and mechanical elements that contribute to the fulfillment of the same function.

11.7 Ratings

11.7.1 Rated operational voltage

The rated operational voltage shall be 400/230 V.

11.7.2 Rated insulation voltage

The rated insulation voltage shall not be less than 480 V between lines.

11.7.3 Rated impulse withstand voltage

The rated impulse withstand voltage shall not be less than 6,000 V

11.7.4 Rated frequency

The rated frequency shall be 50 Hz.

11.7.5 Rated current

(a) The rated current of the switchboard shall be 1,600 A.

(b) This current shall be carried without the temperature-rise of the switchboard exceeding the limits specified in the Table 2 of IEC 60439-1 when verified according
to the clause 8.2.1 of IEC 60439-1.

11.7.6 Rated short time withstand current.

The rated short-time withstand current of the switchboard shall be stated by the supplier according to clause 4.3 of IEC 60439-1.

11.7.7 Rated peak withstand current

The rated peak withstand current of the switchboard shall be stated by the supplier according to clause 4.4 of IEC 60439-1.

11.7.8 Rated conditional short-circuit current.

The rated conditional short-circuit current of the switchboard shall be stated by the supplier according to clause 4.5 of IEC 60439-1.

11.8 Requirements

11.8.1 General requirements

The switchboard shall comply with the terms below, and be designed so that all operations, maintenances and inspections can be carried out safely.

11.8.2 Required structures

(a) The switchboard shall be constructed only of materials capable of withstanding the mechanical, electrical, and thermal stresses. And the parts of switchboard which are made of insulating material shall provide a specified degree of resistance to abnormal heat and fire.

(b) The protection against corrosion shall be ensured by the use of suitable materials or by the application of equivalent protective coatings to the exposed surface, taking account of the intended conditions of use and maintenance.

(c) The apparatus and circuits in the switchboard shall be so arranged as to facilitate their operation and maintenance, and at the same time to ensure the necessary degree of safety.

11.8.3 Compatibility

All removable parts and components of the same type, rating, and construction shall be mechanically and electrically interchangeable.

11.8.4 Enclosure

The enclosure of the switchboard shall be made of equal to or better than the rolled steel with antirust, and the thickness of the enclosure shall not be less than 3 mm.

11.8.5 Degree of protection (IP code) by enclosures

When the switchboard is installed, the enclosure shall provide at least the degree of protection IP 41.

11.8.6 Clearances, creepage distances and isolating distances

The clearances, creepage distances and isolating distances of the switchboard shall be in compliance with clause 7.1.2 of IEC 60439-1.

11.8.7 Terminals for external conductors

(a) The terminals for external conductors shall be suitable for connection of copper or aluminum conductors, or both. The terminals shall be such that the external conductors may be connected by suitable means such as screws, connectors, etc.
which ensures that the necessary contact pressure corresponding to the current rating and the short-circuit strength of the apparatus and the circuit is maintained.

(b) For single busbar type switchboard, the terminals shall be capable of accommodating copper conductors of up to 400 mm^2

(c) For double busbar type switchboard, the terminals shall be capable of accommodating copper conductors of up to 400 mm^2

(d) There shall be proper connections between the terminals and bus bars as followings:

- The busbar for neutral shall be electrically connected with 2 terminals.
- The busbar for phase, respectively, shall be electrically connected with 4 terminals.

(e) The connections shall be able to withstand the ratings as per relevant applicable standards.

(f) The identification of the connections between the terminals and bus bars shall be clearly marked at the suitable places near by the busbars.

(g) Unless otherwise mentioned, clause 7.1.3 of 60439-1 shall be taken into consideration.

11.8.8 Resistance to abnormal heat and fire

The Parts of insulating materials which might be exposed to thermal stresses due to electrical effects, and the deterioration of which might impair the safety of the switchboard, shall not be adversely affected by abnormal heat and by fire.

11.8.9 Protection against electric shock

For protection against electric shock, the clause 7.4 of IEC 60439-1 shall be taken into consideration.

11.8.10 Short-circuit protection and short-circuit withstand strength

Clause 7.5 of IEC 60439-1 shall be taken into consideration.

11.8.11 Switching devices and components installed in the switchboard

The switching devices and components installed in the switchboard shall comply with clause 7.6 of IEC 60439-1.

11.8.12 Busbars and insulated conductors in the switchboard

(a) The connections of current-carrying parts shall not suffer undue alteration as a result of normal temperature rise, ageing of the insulating materials and vibrations occurring in normal operation.

(b) The connections between current-carrying parts shall be established by means which ensure sufficient and durable contact pressure.

(c) The rated current of the busbar shall not be less than 1,600 A.

(d) The busbars shall be completely insulated except for connection parts to prevent an electric shock and a power failure by proper means, such as heat shrinkable insulation tubes, epoxy coating etc.

11.8.13 Earthing of the enclosure

(a) The earthing terminal having a clamping screw or bolt for connection to an earthing conductor shall be suitable for fault conditions. And the diameter of the clamping screw or bolt of the earthing terminal shall be at least 12 mm.

(b) The connecting point shall be marked with an appropriate earth sign and the size of the symbol shall be at least 10 mm.

11.8.14 Single diagram

A single diagram shall be provided on the front of the switchboard with the suitable graphical symbols.

11.9 Particular Requirements

11.9.1 MCCB

The switchboard shall be equipped with MCCBs and the MCCBs for the switchboard.
shall comply with the following sub-clauses. Unless otherwise mentioned, by PRASA.
'Molded Case Circuit Breakers' shall be taken into consideration.

12. DOCUMENTATION

12.1 Technical product catalogue, tools, operating, installation and maintenance manuals shall be provided.

12.2 Full detailed dimensions drawings shall be provided.

12.3 A copy of all types of test reports shall be provided.

12.4 A copy of the proposed routine test reports shall be provided.

Note: ***All the above documents shall be in English.***

13. TRAINING

13.1 The following certified training courses, for PRASA staff; shall be provided:

13.1.1 Operating and troubleshooting of switchgear supplied,

13.1.2 minor service/ first line and major maintenance of switchgear supplied,

13.1.3 condition monitoring & refurbishment of units

13.1.4 Protections relay programming and setting.

13.2 Basic training material in the form of hardcopy material as well as electronic format must be handed to the attendees.

14. Executive overviews

Contractor will be responsible for the Supply, installation and commissioning of medium voltage panel switchgears and low voltage equipment at Prasa Cres substations. The project entails supply install and commission medium, low voltage inhouse distribution panels and transformers in accordance with the requirements listed.

15. Employer's* objectives and purpose of the *works

The objective is to ensure improved load capacity by upgrading substation infrastructure for reliable power supply and safe operations of electrical equipment at Pretoria North substation

16. Extent of the Works

The Contractor will be fully responsible for meeting all requirements in this RFP document regarding the Works.

For each piece of equipment, all work will be carried out to the standards as required by the Original Equipment Manufacturer (OEM) as well as any applicable governing law and/or regulations. Where OEM standards differ from those required by the RFP document the more stringent requirement shall apply.

The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works.

The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. All work shall be charged according to the bill of quantities.

All work shall be performed within the required time period as provided in the project plan. Any work impacting on operations shall be attended to until restored to good reliable condition. No project work may be left unattended or incomplete for the next day or shift unless agreed to by

the project manager. All repair work shall carry a defect free guarantee for a period of 60 months after completion of work.

The Contractor will be responsible for holding all tools and/or special equipment that might be required for the execution of the works, either on site or on their premises in order to comply with the requirements of this contract.

The Contractor shall ensure that all staff are issued with uniforms that will comply with a minimum requirement as agreed with the Project Manager from time to time. Current requirements: are safety shoes, ear protection equipment and reflective jacket.

Suppliers shall provide all equipment, including machinery, labour, material & tools necessary to provide the services required by this RFP. Additionally, suppliers must consider all requirements and regulations listed above. Suppliers must maintain their equipment in good working order and without disruption to our operational services. The tendered prices shall consider and include the installation of suitable Electrical panels & all related general building works.

17. Specification for works under, over or near High voltage equipment.

a) The Contractor shall co-operate with the officers of PRASA and shall comply with all instructions issued and restrictions imposed with respect to the Works which bear on the existence and operation of high-voltage and low-voltage equipment.

b) The Contractor shall provide the Project Manager with a safety file in accordance with the checklist provided by PRASA before commencing of work on site.

c) The Contractor guarantees that he has satisfied himself that the Responsible Representative is fully conversant with this specification and that he shall comply with all his obligations in respect thereof.

18. OCCUPATIONS AND WORK PERMITS

a. Work to be done during total occupation period or during an occupation between high voltage equipment or under, a work permit shall be done in a manner decided by the Technical Officer and at times to suit PRASA requirements.

b. The Contractor shall organise the Works in a manner, which will minimise the number and duration of occupations and work permits required.

c. PRASA will not be liable for any financial or other loss suffered by the Contractor arising from his failure to complete any work scheduled during the period of an occupation or work permit.

d. The Contractor shall submit to the Project manager, in writing, requests for occupations or work permits together with details of the work to be undertaken, at least 14 days before they are required. Metrorail does not undertake to grant an occupation or work permit for any particular date, time or duration.

I. Before starting any work for which, an occupation has been arranged, the Contractor shall obtain from the Project manager written confirmation of the date, time and duration of the occupation.

J. Before starting any work for which, a work permit has been arranged, the Responsible Representative shall read and sign portion C of permit book signifying that he is aware of the limits within which work may be undertaken. After the work for which the permit was granted has been completed, or when the work permit is due to be terminated, or if the permit is cancelled after the start, the same person who signed portion C shall sign portion D of permit book , thereby acknowledging that he is aware that the electrical equipment is to be made "live". The Contractor shall advise all his workmen accordingly.

19. ANNEXURE 1: Health Safety Requirements Template for Issuing of Site Access

SAFETY CHECK

The purpose of this checklist is to guide the contractors and their sub-contractors as to what documents are required for them to prepare a safety file that must be issues to PRASA Cres Regional Departments or Head Office for evaluation before a site access is issued.

Name of the Contractor :

Project :

Safety File Assessor and Date :

#	Requirement(s)	Compliance Status (Yes / No)	Comment(s)
1	Scope of works and Project Duration		
2	Notification to DOL (If applicable and as defined in the 2014 Construction Regulations)		
3	Registration of the project with DOL for the construction permit (If applicable and as defined in the 2014 Construction Regulations)		
4	Valid Letter of Good Standing		
5	Employee List and Certified Copies of their Identity Documents (RSA Citizens) or Passports and Work Permits for foreign Nationals. Employee register to include home address; Contact Numbers; Residential Address; Name of Next of kin with Contacts		
6	Approved Organizational Structure		
7	Approved S/HE Policy		
8	Approved S/HE Plan		
9	Risk Assessments for the projects as per project scope, approved by the Risk Assessor. These should cover any prevalent communicable diseases at the time.		

#	Requirement(s)	Compliance Status (Yes / No)	Comment(s)
10	Proof of medical fitness of employees who will be working on the project, from an Occupational Health Practitioner not a General Practitioner (Provide completed Annexure 3 of the Construction Regulations).		
11	All applicable Statutory Appointments e.g. First Aider, SHE Officer, etc. (Signed by the appointer and accepted by appointee's, include CV's and competency certificates)		
12	Tool inspections Checklists and Register		
13	PPE Matrix and Issue Records		
14	Safe Working Procedures or Method Statements for the scope of work and the following: - Waste management protocols - Incident reporting procedures - Emergency procedures - Protocols for reporting any prevalent communicable diseases		
15	Tool box Talks Templates and contractor's induction material		

#	Requirement(s)	Compliance Status (Yes / No)	Comment(s)
16	Equipment Maintenance (Calibrations, Safe Working load certificates, etc.) if applicable		
17	Chemicals substances list and Safety Data Sheets (SDSs) for chemicals to be used (14-point format). Include Proof of training on SDSs if applicable.		
18	Excavation plan (when applicable)		
19	Fall Protection plan, including scaffolding plan (when applicable)		
20	Declaration of Sub-contractors (when applicable)		
21	Proof of Third Party Liability Cover (Not older than 1 year)		
22	**Conclusion / Statement of Compliance**		

Note:

- Contents of the file to be overseen by the SHE Coordinator of the Department
- This document should be used as the standard guideline and all contractors should comply with this guideline.
- It is the responsibility of the SHE Coordinator to ensure that all required documents are on file prior to approval.
- It is the responsibility of the Department that is overseeing the whole contract process to ensure that:
  - A safety file is implemented at the site where the contractor works,
  - **No contractor's duties are to commence without this file being approved.**
  - The scope of work is discussed with the risk department. This is to ensure that all special details and requirements are addressed when compiling this file.
- The approved file will be kept by the appointed Prasa Cres supervisor for the duration of the project for record keeping.
- At the end of project, the file must be filed with the Information Risk Manager (IRM) of the department.
- This file should always be readily available.

The contractor must compile a SHE working file where all records generated during the project will be filed. This file must always be available on site. The file will include, SHE Related records, Records of communication with the Client (Prasa Cres), toolbox talks, Inspections, risk assessments, etc.

- The Risk Department, Prasa Management and or representatives has the right to
  - Request for the file at any given time
  - Inspect the contractor documents at any given time.
  - Stop the work if he or she finds it necessary or is convinced that Safety, Health, and Environment is compromised.

20. KEY OBJECTIVES OF THE RFP

This RFP has been prepared for the following purposes:

20.1 To set out the rules of participation in the bid process referred to in this rfp.

20.2 To disseminate information on the project contemplated in this rfp.

20.3 To give guidance to bidders on the preparation of their rfp bids.

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

20.5 To enable PRASA to select a successful bidder that is:

20.5.1 technically qualified and meet the empowerment criteria described in this RFP;

20.5.2 Carry all the obligations of the Contract.

21. 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 at all times be paramount.

2.1. 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 may be disqualified.
Verify compliance	The Bids are checked to verify that the essential RFP requirements have been met. Non-compliant Bids may be disqualified.
Detailed Evaluation of Technical	Detailed analysis of Bids to determine whether the Bidder is capable of delivering the Project in terms of business and technical requirements. **The minimum threshold for technical evaluation is *[70% threshold]*, any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and Specific Goals.**
Specific Goals	Evaluate Specific Goals
Price Evaluation	Bidders will be evaluated on price offered.
Scoring	Scoring of Bids using the Evaluation Criteria.
Recommendation	Report formulation and recommendation of Preferred and Reserved Bidders
Approval	Approval and notification of the final Bidder.

21.2 EVALUATION CRITERIA

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

EVALUATION CRITERIA	WEIGHTING
Stage 1	**Compliance**
Stage 1A - Mandatory Requirements	
Stage 1B - Other Mandatory Requirements	
Stage 2	**Technical/Functionality**
Technical/Functional Requirements	Threshold of 70%

EVALUATION CRITERIA	WEIGHTING
Stage 3	**Price and Specific Goals**
Price	80
Specific Goals	20
TOTAL	**100**

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

21.2.1 STAGE 1: COMPLIANCE REQUIREMENTS

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

21.2.2 Stage 1A- Mandatory Requirements

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

NO.	DESCRIPTION OF REQUIREMENT	TICK (X)
a)	Price Schedule and Bid/Tender Form C **(Bidders must ensure tha they only include this financial documents / information in the second envelope)**	
b)	Bidders must reflect on the Compulsory Briefing Session Attendanc Register	
c)	Completion of ALL RFP documentation (includes ALL declaration SBD documents/ forms).	
d)	Active CIDB grading **5EP** Or higher (JVs must provide a joint CID grading certificates) (Bidder to ensure that their CIDB status is activ on the system throughout the validity of the tender)	
e)	Signed Joint venture agreement/ Consortium agreement/ Trust Deed (applicable) JV must indicate the lead partner as per the CIDB standar for uniformity in Engineering and construction works contracts Augus 2019 and Construction Industry Development Regulations	
f)	Bidders to fill and sign the Closing/ Submission register on submission of tender documents.	
g)	Submit Electrical Engineering Pr registration certificate (Pr Eng. ECSA	
h)	Submit Civil or structural Engineering Pr registration certificate (Pr Eng ECSA).	

Table: Mandatory Requirements

21.2.2.1 Stage 1B - Other Mandatory Requirements

If you do not submit/meet the following mandatory documents/requirements, PRASA may request the bidder to submit the information within five (5) working days. Should this information not be provided, your bid proposal will be disqualified.

No.	Description of requirement	TICK (X)
a)	Valid Letter of Good Standing (COIDA) issued by Department of labour / licensed compensation insurer as contemplated in the COID Act 130	
b)	Valid Tax Clearance Certificate and Valid Tax Pin letter (must be valid on closing date of submission of the proposal) issued by SARS.	
c)	CSD Summary report / CSD reference number	
d)	Company Registration Documents (Proof of Registration), Certificate of Incorporation or CK1.	
e)	Proof of UIF Registration	
f)	Proof of Bank Account (i.e. Cancelled Cheque / Letter issued by the Bank)	
g)	Copies of Directors' ID documents	

Table: Other Mandatory Requirements

21.2.3 STAGE 2: TECHNICAL / FUNCTIONALITY REQUIREMENTS

Qualifying bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is 70% as per the standard Evaluation Criteria presented in table below. Bidders who score below this minimum requirement shall not be considered for further evaluation in Stage 3.

Bidders are evaluated based on the functional criteria set out in this RFP. Only those Bidders which score [70] points or higher (out of a possible 100) during the functional evaluation will be evaluated during the second stage of the Bid.

Details of the technical/functional requirements are presented in the Table 8 below.

ITEM	CRITERIA	WEIGHT
1.1	Organisational Experience for Electrical Contractor	30
1.2	Experience Of Key Staff	35
1.3	Financial Capability	20
1.4	Technical approach and methodology	15
	TOTAL	**100**

Table: Technical Evaluation Criteria

Details of the technical/functional requirements are presented in the Table 8 below.

Criteria	Scores 0= No Proof or irrelevant Submission 1 = Poor; 2 = Average; 3 = Good; 4 = Very Good; 5 = Excellent	Weight
Organisational Experience for Electrical Contractor	The contractor must have successfully completed for **Medium Voltage/high voltage Electrical Infrastructure Upgrades/Refurbishments/New Installations (from 11Kv and above)** projects within the past 10 years (2012-2022). Proof in a form of **Completion Certificates or Reference Letters reflecting project value and addressed to the bidding contractor for** completing **for Medium Voltage/high voltage Electrical Infrastructure Upgrades/Refurbishments/New Installations (from 11Kv and above** projects must be attached**.** NB: Completion Certificate and Reference letter must be for the same project completed for them to be considered.	**30**
	5= Proof of completed Projects with the combined value of above 15 million for **Medium Voltage/high voltage Electrical Infrastructure Upgrades/Refurbishments/New Installations (from 11Kv and above** projects provided **4**= Proof of completed Projects with the combined value of above 10 million to 15 million **for Medium Voltage/high voltage Electrical Infrastructure Upgrades/Refurbishments/New Installations (from 11Kv and above)** projects provided **3**= Proof of completed Projects with the combined value of above 7million to 10 **for Medium Voltage/high voltage Electrical**	

Criteria	Scores 0= No Proof or irrelevant Submission 1 = Poor; 2 = Average; 3 = Good; 4 = Very Good; 5 = Excellent	Weight
	Infrastructure Upgrades/Refurbishments/New Installations (from 11Kv and above projects provided **2**= Proof of completed Projects with the combined value of above 4 million to 7million **for Medium Voltage/high voltage Electrical Infrastructure Upgrades/Refurbishments/New Installations (from 11Kv and above)** projects provided **1** = Proof of completed Projects with the combined value of 1 million to 4million **for Medium Voltage/high voltage Electrical Infrastructure Upgrades/Refurbishments/New Installations (from 11Kv and above** projects provided **0** = **No** proof of completed /irrelevant submission / less than 1million for **Medium Voltage/high voltage Electrical Infrastructure Upgrades/Refurbishments/New Installations (from 11Kv and above** projects provided	

Criteria	Scores 0= No Proof or irrelevant Submission 1 = Poor; 2 = Average; 3 = Good; 4 = Very Good; 5 = Excellent	Weight
Experience Of Key Staff	The experience of the key personnel will be evaluated as follows with relevant qualification and experience: a. **Professionally Registered (PrEng)(ECSA)**Electrical Engineer (MV/HV) with B Degree and must have **completed related projects.** Registration to be with ECSA. **b. Electrician with Trade Test** and **HV Substations Training Certification** **c. Professionally Registered (Pr Eng) (ECSA) Civil/ Structural Engineer with B Degree and** must have completed related projects. Registration to be with ECSA.	**35**
	Bidders to submit proof of experience of key personnel by providing detailed CV and certified copies of qualifications and certificates. **a) <u>Valid Professional Registered Electrical Engineer (Pr Eng)(ECSA)</u>** **5** = Professionally Registered Electrical Engineer who has above 8years' and above experience of **Medium or High Voltage (from 11Kv and more) Electrical Infrastructure Upgrades/Refurbishments/New Installations** projects. Proof in a form of detailed CV showing experience required and certified copies of academic qualifications. **4**= Professionally Registered Electrical Engineer who has above 6years' to 8 years' experience of **Medium or High Voltage (from**	**15**

Criteria	Scores 0= No Proof or irrelevant Submission 1 = Poor; 2 = Average; 3 = Good; 4 = Very Good; 5 = Excellent	Weight
	11Kv and more) Electrical Infrastructure Upgrades/Refurbishments/New Installations projects. Proof in a form of detailed CV showing experience required and certified copies of academic qualifications. **3** = Professionally Registered Electrical Engineer who has above 4 years to 6 years' experience of **Medium or High Voltage (from 11Kv and more) Electrical Infrastructure Upgrades/Refurbishments/New Installations** projects. Proof in a form of detailed CV showing experience required and certified copies of academic qualifications. 2= Professionally Registered Electrical Engineer who has above 2 years to 4 years' experience **Medium or High Voltage (from 11Kv and more) Electrical Infrastructure Upgrades/Refurbishments/New Installations** projects. Proof in a form of detailed CV showing experience required and certified copies of academic qualifications. 1 = Professionally Registered Electrical Engineer who has above 1year to 2 years' experience of **Medium or High Voltage (from 11Kv and more) Electrical Infrastructure Upgrades/Refurbishments/New Installations** projects. Proof in a form of detailed CV showing experience required and certified copies of academic qualifications. **0** = No relevant Proof/less than 1 year experience / Irrelevant submission Provided	
	b) Electrician 5= Electrician with Trade Test and MV/HV Substations Training Certification who has above 8 years and more experience of **Medium or High Voltage (from 11Kv and more) Electrical Infrastructure Upgrades/Refurbishments/New Installations** projects. Proof in a form certified	**10**

Criteria	Scores 0= No Proof or irrelevant Submission 1 = Poor; 2 = Average; 3 = Good; 4 = Very Good; 5 = Excellent	Weight
	qualification certificates and detailed CV showing experience required. 4= Electrician with Trade Test and MV/HV Substations Training Certification who has above 6 years to 8 years' experience of **Medium or High Voltage (from 11Kv and more) Electrical Infrastructure Upgrades/Refurbishments/New Installations** projects. Proof in a form certified qualification certificates and detailed CV showing experience required. 3 = Electrician with Trade Test and MV/HV Substations Training Certification who has above 4 years to 6 years' experience of **Medium or High Voltage (from 11Kv and more) Electrical Infrastructure Upgrades/Refurbishments/New Installations** projects. Proof in a form certified qualification certificates and detailed CV showing experience required. 2= Electrician with Trade Test and MV/HV Substations Training Certification who has above 2 years to 4 years' experience of **Medium or High Voltage (from 11Kv and more) Electrical Infrastructure Upgrades/Refurbishments/New Installations** projects. Proof in a form certified qualification certificates and detailed CV showing experience required. 1 = Electrician with Trade Test and HV Substations Training Certification who has above 1year to 2 years' experience of **Medium or High Voltage (from 11Kv and more) Electrical Infrastructure Upgrades/Refurbishments/New Installations** projects. Proof in a form certified qualification certificates and detailed CV showing experience required.	

Criteria	Scores 0= No Proof or irrelevant Submission 1 = Poor; 2 = Average; 3 = Good; 4 = Very Good; 5 = Excellent	Weight
	0=No relevant Proof/less than 1 year experience / Irrelevant submission Provided	
	c) <u>Valid Professional Registered Civil/ Structural Engineer (Pr Eng)(ECSA)</u> **5** = Professionally Registered Civil/Structural Engineer who has above 8 years' experience of **Structural reinforcement /New Installations** projects. Proof in a form of detailed CV showing experience required and certified copies of academic qualifications. 4= Professionally Registered Civil/Structural Engineer who has above 6 years to 8 years' experience of **Structural reinforcement /New Installations** projects. Proof in a form of detailed CV showing experience required and certified copies of academic qualifications. 3 = Professionally Registered Civil/Structural Engineer who has above 4 years to 6 years' experience of **Structural reinforcement /New Installations** projects. Proof in a form of detailed CV showing experience required and certified copies of academic qualifications. 2= Professionally Registered Civil/Structural Engineer who has above 2 years to 4 years' experience of **Structural reinforcement /New Installations** projects. Proof in a form of detailed CV showing experience required and certified copies of academic qualifications. 1 = Professionally Registered Civil/Structural Engineer who has above 1 year to 2 years' experience of **Structural reinforcement /New Installations** projects. Proof in a form of detailed CV showing experience required and certified copies of academic qualifications. **0 =** No relevant Proof/less than 1 year experience / Irrelevant submission Provided	**10**

Criteria	Scores 0= No Proof or irrelevant Submission 1 = Poor; 2 = Average; 3 = Good; 4 = Very Good; 5 = Excellent	Weight
1. FINANCIAL CAPABILITY The operating cash flow. ratio measures a company's short-term liquidity. Use the formula below: Operating cash flow ratio = Net Cash flow from operations/Current liabilities Bidders should submit a complete set of recent financial statements for the company.	Recent year's set of financial statements: current and preceding financial year. Financials prepared and signed by an independent registered accounting professional and signed by the company director. Incomplete Financial Statements will not be considered	20%
	5 points = Operating Cash Flows Ratio X > 1.5 4points = Operating Cash Flows Ratio 1.0 > X ≤ 1.5 3 points = Operating Cash Flows Ratio 0.5 > X ≤1.0 2 points = Operating Cash Flows Ratio 0 >X ≤ 0.5 1 point = Operating Cash Flows Ratio X ≤ 0 0 points = No Submission/statement is not signed by registered professional accountant/ Incomplete financial Statements	
1. TECHNICAL APPROACH AND METHODOLOGY Proposed methodology should demonstrate thorough understanding of PRASA's objectives and required deliverables as outlined in the Scope of Work and meeting PRASA's requirements.	A detailed plan for the project management, design, quality management, construction supervision and close out specific to the particular project listed herein Detailed technical approach and methodology is provided that is aligned to the scope of work/ highlighting, but not limited, to the following elements:	15%

Criteria	Scores 0= No Proof or irrelevant Submission 1 = Poor; 2 = Average; 3 = Good; 4 = Very Good; 5 = Excellent	Weight
	• risk assessment/identification relating to working within the rail environment in this project. • risk mitigation measures associated with the project. • project schedule which shows estimated start and finish dates and clearly indicates key milestones. • Project organizational structure with safety appointments • information on project execution, integration and redundancy for unforeseen delays or occurrences **5=** points -Detailed technical approach and methodology that is aligned to the scope of work highlighting all 5 elements. **4=** points -Detailed technical approach and methodology that is aligned to the scope of work highlighting 4 elements **3=** points -Detailed technical approach and methodology that is aligned to the scope of work highlighting 3 elements. **2=** points -Detailed technical approach and methodology that is aligned to the scope of work highlighting 2 elements.	

Criteria	Scores 0= No Proof or irrelevant Submission 1 = Poor; 2 = Average; 3 = Good; 4 = Very Good; 5 = Excellent	Weight
	1= point -Detailed technical approach and methodology that is aligned to the scope of work highlighting 1 element. **0=** points -No Submission or irrelevant information provided	

Table: Technical Evaluation Criteria

Details of the scoring methodology presented above are outlined below:

Note: Bidders that fail to achieve the minimum overall qualifying score of 70% on functional/ technical requirements will not be considered for further Price and Specific Goals (Stage 3) evaluation.

21.3 STAGE 3: PRICING AND SPECIFIC GOALS

Bidders should provide their price proposal in envelope 2, which should include Form C (Financial Offer) and also provide proof of Specific Goals.
The following formula, shall be used by the Bid Evaluation Committee to allocate scores to the interested bidders:
The maximum points for this tender are allocated as follows:

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

POINTS AWARDED FOR SPECIFIC GOALS

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in the table below as may be supported by proof/ documentation stated in the conditions of this tender:

Table: Specific goals for the tender and points claimed are indicated per the table below.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)	Acceptable Evidence
51% Black Youth Owned	5		Certified copy of ID Document of the Owners accompanied by BBBEE Certificate or a Sworn Affidavit/A consolidated JV BBBEE Certificate in the case of Joint Venture Companies
51% Black Women Owned	5		Certified copy of ID Document of the Owners accompanied by BBBEE Certificate or a Sworn Affidavit/A consolidated JV BBBEE Certificate in the case of Joint Venture Companies
51% Black Owned	10		Certified copy of ID Document of the Owners accompanied by and BBBEE Certificate or a Sworn Affidavit /A consolidated JV BBBEE Certificate in the case of joint venture companies
TOTAL	20		

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

22 VALIDITY PERIOD

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

23 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.

24 CONTRACT DURATION

The contract duration for this proposed project is **6 Months.**

25 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).

26 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/ Bill of Quantities and Form C (Volume 2 /Envelope 2).

STAGE	DELIVERABLE	%	COST
Stage 1	INCEPTION		
Stage 2	CONCEPT AND FEASIBILITY		
Stage 3	DESIGN DEVELOPMENT		
Stage 4	DOCUMENTATION		
Stage 5	CONSTRUCTION		
Stage 6	CLOSE-OUT		
		Sub Total	
		Disbursements	
		Sub – Total A	

STAGE	DELIVERABLES	COST
5&6	Preliminaries and General	R
	Electrical Installations	R
	Mechanical Works	R
	Fire Protection and services	R
	Signage	R
	Specialist Installation	R
	Site Clearance	R
	Paving	R
	External Works and Services	R
	Sub – Total B	R
	Contingencies @10%	R
	Sub – Total C	R
	VAT@15%	R
	GRAND TOTAL	R

1 PRICING

1.1. Prices must be quoted in South African Rand, inclusive of all applicable taxes.

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.

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) , the other medium used to advertise the bid i.e CIDB as required per National Treasury Instruction Note 09 of 2022/2023.

3 PERFORMANCE AND BID BONDS (WHERE APPLICABLE)

3.1. The preferred Bidder shall where applicable provide PRASA with a performance bond which shall be 10% of the value of the entire Project price offered and it shall be issued with 30 days of receipt

of notice of appointment. The Performance Bond shall be valid for the Contract period. The format of the Performance Bond is attached as **Annexure ……..**

[Bidders are required to submit their Bid with a Bid Bond. The Bid Bond shall due and payable if a bidder decides not to continue with the RFP process after submission of its Bid. The format of the Bid Bond is attached as Annexure ……..(where applicable)]

4 OWNERSHIP OF DESIGN

4.1. The plans and design developed and to be provided by PRASA shall at all times remain the property of PRASA.]

5 SERVICE LEVELS

5.1. 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.

5.2. PRASA will have quarterly reviews with the Service provider's account representative on an on-going basis.

5.3. 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.

5.4. 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.

5.5. The Service provider must provide a telephone number for customer service calls.

5.6. 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:

YES	

6 TOTAL COST OF OWNERSHIP (TCO)

6.1. 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).

6.2. 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.

7 FINANCIAL STABILITY

Respondents are required to submit their latest financial statements prepared and signed off by a professional accountant for the past 2 years 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: _____

8 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: _____

9 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: _____

10 GENERAL CONDITIONS

10.1 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.

10.2 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.

10.3 PRECEDENT

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

10.4 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 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 requires 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.

10.5 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.

10.6 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.

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.

10.7 INSURANCE

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.

10.8 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.

10.9 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.

10.10 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 Biding or with reasonable appreciation that, collusive any agreement, arrangement or understanding or any such like may result in or have the effect of collusive Biding. 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).

10.11 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.
- 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.

10.12 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.

10.13 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.

11 CONDITIONS OF TENDER

General

Actions

1 PRASA's *Representative* and each *tenderer* 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 *italics* 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 *tender returnables* 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 *tenderer* shall be to or from PRASA*'s Representative* 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 *tenderer.*

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 Representative* will not accept or incur any liability to a *tenderer* 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.

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 *tenderer* complies with the criteria stated in the Scope of work/ specification.
Cost of tendering	2	Accept that PRASA will not compensate the *tenderer* for any costs incurred in the preparation and submission of a tender.
Check documents	3	Check the *tender documents* on receipt, including pages within them, and notify PRASA*'s Representative* 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 *tender documents* 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 *tender documents,* which PRASA*'s Representative* may issue, and if necessary apply for an extension to the *deadline for tender submission*, 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 *tenderer*s 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*-tender website and CIDB website.
Seek clarification	9	Request clarification of the *tender documents,* if necessary, by notifying PRASA*'s Representative* earlier than the *closing time for clarification of queries*.

Insurance

10 Be informed of the risk that needs to be covered by insurance policy. The *tenderer* 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 *tenderer.* Such duties, taxes and levies are those applicable 14 days prior to the *deadline for tender submission*.

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 *conditions of contract.*

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 *conditions of contract* 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 *Representative* or if necessary to correct errors made by the *tenderer.* 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 *tender documents* is also submitted. The alternative tender is submitted with the main tender together with a schedule that compares the requirements of the *tender documents* with the alternative requirements the *tenderer* 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.

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 <u>tender as an original</u> plus 1 copy and an electronic version which should be contained in Memory Cards 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". 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 should further indicate in the package whether the document is **envelope / box 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 should 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.

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.

Closing time

25 Ensure that PRASA has received the tender at the stated address with the Scope of work / specification no later than the *deadline for tender submission*. 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.

26 Accept that, if PRASA extends the *deadline for tender submission* for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

Tender validity

27 Hold the tender(s) valid for acceptance by PRASA at any time within the *validity period* after the *deadline for tender submission*.

28 Extend the *validity period* for a specified additional period if PRASA requests the *tenderer* to extend it. A *tenderer* 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.

Clarification of tender after submission

29 Provide clarification of a tender in response to a request to do so from PRASA's *Representative* 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 Representative* to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the *tenderer* as corrected by PRASA*'s Representative* with the concurrence of the *tenderer*, shall be binding upon the *tenderer*

Submit bonds, policies etc.

30 If instructed by PRASA*'s Representative* (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 *tenderer* in terms of the *conditions of contract*.

31 Undertake to check the final draft of the contract provided by PRASA's *Representative 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 should 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 *closing time for clarification of queries.* The response is notified to all *tenderer*s.
Issue Addenda	2	If necessary, issue to each *tenderer* from time to time during the period from the date of the Letter of Invitation until the *closing time for clarification of queries*, Addenda that may amend, amplify, or add to the *tender documents.* If a *tenderer* applies for an extension to the *deadline for tender submission*, in order to take Addenda into account in preparing a tender, PRASA may grant such an extension and PRASA's *Representative* shall notify the extension to all *tenderer*s.
Return late tenders	3	Return tenders received after the *deadline for tender submission* unopened to the *tenderer* 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 *tenderer*s, 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.
Grounds for rejection	5	Consider rejecting a tender if there is any effort by a *tenderer* to influence the processing of tenders or contract award.
Disqualification	6	Instantly disqualify a *tenderer* (and his tender) if it is established that the *tenderer* 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 • meets the requirements of these Conditions of Tender, • has been properly signed, and • is responsive to the requirements of the *tender documents*.
	8	Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the *tender documents* without material deviation or qualification. A material deviation or qualification is one which, in PRASA *'s* opinion would

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data,
- change PRASA's or the *tenderer*'s risks and responsibilities under the contract, or
- affect the competitive position of other *tenderer*s presenting responsive tenders, if it were to be rectified.

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:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- 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.
- 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 *tenderer*'s addition of prices, the total of the Prices, if any, will be corrected.

12 Reject a tender if the *tenderer* 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 *tenderer*s or any other person.

Clarification of a tender

14 Obtain from a *tenderer* 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 *tenderer* before the expiry of the *validity period* 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 *tenderer*.

Notice to unsuccessful tenderers	16	After the successful *tenderer* has acknowledged PRASA's notice of acceptance, notify other *tenderer*s 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 *tender documents* to take account of • Addenda issued during the tender period, • inclusion of some of the *tender returnables*, and • other revisions agreed between PRASA and the successful *tenderer,* before the issue of PRASA's notice of acceptance (of the tender).
Issue final contract	18	Issue the final contract documents to the successful *tenderer* for acceptance within one week of the date of PRASA's notice of acceptance.
Sign Form of Agreement	19	**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.**
Provide copies of the contracts	20	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.