

BID NUMBER: HO/CRES/RFP/MP/30J21

REQUEST FOR PROPOSAL TO SOURCE PROFESSIONAL SERVICE PROVIDER TO RENDER PROPERTY MANAGEMENT SERVICES FOR THE PROPERTIES UNDER MANAGED PORTFOLIO SITUATED IN KZN, GAUTENG AND WESTERN CAPE PROVINCE.

CLOSING DATE	3 September 2021
CLOSING TIME	12:00 noon
BID DOCUMENTS DELIVERY ADDRESS	PASSENGER RAIL AGENCY OF SOUTH AFRICA PRASA CRES, 30 WOLMARAANS STREET, UMJANTSHI HOUSE, BRAAMFONTEIN 2001
BIDDER NAME
BID RETURN ADDRESS

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.
- Not necessarily accept the lowest priced Proposal or alternative bid;
- Not accept any response to the RFP or appoint a final bidder;

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

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

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

Should a contract be awarded on the strength of information furnished by the Respondent, which after conclusion of the contract, is proved to have been incorrect, PRASA reserves the right to cancel the contract and/or place the Respondent on PRASA's list of Restricted Suppliers.

PRASA reserves the right to negotiate market-related price with the bidder scoring the highest points or cancel the bid; if the bidder does not agree to a market related price, negotiate a market related price with the bidder scoring the second highest points or cancel the bid; if the

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

PRASA reserves the right to negotiations Best and Final Offer (BAFO) with selected Respondents where none of the Proposals meet RFP requirement, are affordable and demonstrate value for money and there is no clear preferred response to the RFP

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, PRASA reserves the right to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret. (Yes/No)

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
<hr/>		
SECTION 1 : NOTICE TO BIDDERS.....		
<u>1 INVITATION TO BID</u>		13
<u>2 FORMAL BRIEFING</u>		14
<u>4 PROPOSAL SUBMISSION</u>		14
<u>5 DELIVERY INSTRUCTIONS FOR RFP</u>		15
<u>6 BROAD-BASED BLACK ECONOMIC EMPOWERMENT AND SOCIO-ECONOMIC OBLIGATIONS</u>		15
<u>7 COMMUNICATION</u>		18
<u>8 CONFIDENTIALITY</u>		18
<u>9 INSTRUCTIONS FOR COMPLETING THE RFP</u>		19
<u>10 RFP TIMETABLE</u>		21
<u>11 LEGAL COMPLIANCE</u>		22
<u>12 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE</u>		22
<u>13 TAX COMPLIANCE</u>		22
<u>14 PROTECTION OF PERSONAL DATA</u>		23
<u>SECTION 2 : BACKGROUND, OVERVIEW AND SCOPE OF REQUIREMENTS</u>		24
<u>1 INTRODUCTION AND BACKGROUND</u>		24
<u>2 OVERVIEW</u>		24
<u>3 KEY OBJECTIVES OF THE RFP</u>		25
<u>4 SCOPE OF WORK</u>		25

5	<u>EVALUATION METHODOLOGY</u>	26
6	POST TENDER NEGOTIATIONS (IF APPLICABLE)	39
7	<u>BEST AND FINAL OFFER</u>	39
8	<u>FINAL CONTRACT AWARD</u>	39
9	<u>FAIRNESS AND TRANSPARENCY</u>	39
	<u>SECTION 3 : PRICING AND DELIVERY SCHEDULE</u>	40
1	<u>PRICING</u>	40
2	DISCLOSURE OF PRICES QUOTED	41
3	<u>PERFROMANCE AND BID BONDS (WHERE APPLICABLE)</u>	41
4	<u>OWNERSHIP OF DESIGN</u>	41
5	<u>SERVICE LEVELS</u>	41
6	<u>TOTAL COST OF OWNERSHIP AND CONTINUOUS IMPROVEMENT INITIATIVES</u>	42
7	FINANCIAL STABILITY	43
8	VALIDITY OF RETURNABLE DOCUMENTS	44
9	<u>CERTIFICATE OF ACQUAINTANCE WITH RFP TERMS AND CONDITIONS</u>	45
10.	<u>GENERAL CONDITIONS</u>	47
11	CONDITIONS OF TENDER	52

LIST OF APPENDICES

INVITATION TO BID PART A	Form A
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TERMS AND CONDITIONS FOR BIDDING PART B	Form B
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TENDER FORM	Form C
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SITE INSPECTION CERTIFICATE / PRE-TENDER BRIEFING SESSION	Form D
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STATEMENT OF WORK SUCCESSFULLY CARRIED OUT BY BIDDER	Form E
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SECURITY SCREENING FORM	Form F
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ACKNOWLEDGEMENT	Form G
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SBD 4 DECLARATION OF INTERESTS

SBD 5 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

**SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2017**

**SBD 6.2 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND
CONTENT FOR DESIGNATED SECTORS not applicable**

**SBD 8 DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT
PRACTICES**

SBD 9 CERTIFICATE OF INDEPENDENT BID DETERMINATION

1 LIST OF ANNEXURES

Draft Contract -

Annexure A

RFP Clarification Form

Annexures F

CSD Supplier list for subcontracting

Annexures G

2 ACRONYMS

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

INTERPRETATION

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

- 4.1 headings have been inserted for convenience only and should not be taken into account in interpreting the RFP;
- 4.2 any reference to one gender shall include the other gender;
- 4.3 words in the singular shall include the plural and vice versa;
- 4.4 any reference to natural persons shall include legal persons and vice versa;
- 4.5 words defined in a specific clause have the same meaning in all other clauses of the RFP, unless the contrary is specifically indicated;
- 4.6 any reference to the RFP, schedule or appendix, shall be construed as including a reference to any RFP, schedule or appendix amending or substituting that RFP, schedule or appendix;
- 4.7 the schedules, appendices and Briefing Notes issued pursuant to this RFP, form an indivisible part of the RFP and together with further clarifying and amending information provided by PRASA, constitute the body of RFP documentation which must be complied with by Bidders;
- 4.8 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
- 4.9 this RFP shall be governed by and applied in accordance with South African law.

3 DEFINITIONS

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

- 3.1 “Accounting Authority” means the Board of PRASA;
- 3.2 “Contract” means the Contract to be entered between PRASA and the successful Bidder for the provision of the *services* procured in this RFP.
- 3.3 “Bid” means the Bid to the RFP submitted by Bidders;
- 3.4 “Bidders Briefing Session” means the compulsory briefing session to be held at the offices of PRASA, in order to brief the Bidders about this tender;
- 3.5 “Black Enterprise” means an enterprise that is at least 51% beneficially owned by Black People and in which Black People have substantial Management Control. Such beneficial ownership may be held directly or through other Black Enterprises;
- 3.6 “Black Equity” means the voting equity held by Black People from time to time;
- 3.7 “Black People” means African, Coloured and Indian South African citizens, and “Black Person” means any such citizen;
- 3.8 “Black Woman” means African, Coloured and Indian South Africa Female citizen;
- 3.9 “Briefing Note” means any correspondence to Bidders issued by the PRASA;
- 3.10 “Business Day” means any day except a Saturday, Sunday or public holiday in South Africa;
- 3.11 “Bidders” means individuals, organisations or consortia that have been submitted responses to the RFP in respect of the tender;
- 3.12 “Consortium” means any group of persons or firms jointly submitting a Bid as Bid to this RFP and “Consortia” means more than one Consortium;
- 3.13 “Contractor” the successful Bidders who has signed a Contract with PRASA in terms of this RFP.
- 3.14 “Closing Date” means the closing date for submission of bids/ Proposals by Bidders which is **3 September 2021**
- 3.15 **“Project” means this project for the REQUEST FOR PROPOSAL TO SOURCE PROFESSIONAL SERVICE PROVIDER TO RENDER PROPERTY MANAGEMENT SERVICES FOR THE PROPERTIES UNDER MANAGED PORTFOLIO SITUATED IN KZN, GAUTENG AND WESTERN CAPE PROVINCE.** “RFP” means the Request for Proposals issued by PRASA for this tender; and
- 3.16 “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	REQUEST FOR PROPOSAL TO SOURCE PROFESSIONAL SERVICE PROVIDER TO RENDER PROPERTY MANAGEMENT SERVICES FOR THE PROPERTIES UNDER MANAGED PORTFOLIO SITUATED IN KZN, GAUTENG AND WESTERN CAPE PROVINCE.
BID ADVERT	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za free of charge & the company website: https://www.prasa.com/Tenders.html With effect from 23 July 2021
ISSUE DATE	30 July 2021
COLLECTION DATE DEADLINE (if applicable)	Documents are available on etender & on the company website.
COMPULSORY VIRTUAL BRIEFING SESSION	YES
COMPULSORY VIRTUAL BRIEFING SESSION DATE & TIME	12 August 2021 @ 10:00 AM
CLOSING DATE	12:00 noon on 3 September 2021 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 Business 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	26 August 2021
CLOSING DATE FOR RESPONSES	27 August 2021
CONTACT PERSON	MR Albert Mdluli
EMAIL ADDRESS	Albert.Mdluli@prasa.com

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

2 FORMAL BRIEFING

A Compulsory VIRTUAL pre-proposal RFP briefing session will be conducted online on the 02 August 2021 at **11:00 AM** for a period of an hour the briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

Please use this MS link for the meeting:

<https://teams.microsoft.com/l/team/19%3aFIIJwgSNC8eIJkcegDTijfQNctoXGNwLCNBrUMjEY1%40thread.tacv2/conversations?groupId=0ae9385a-1bd4-40b7-a2a8-c022bb5cfd74&tenantId=ef089e05-fa66-4ce1-99c1-feb47ce02989>

A compulsory pre-proposal RFP briefing will be conducted online;

Meeting Protocol:

- **The Bidder will be Required to Sign A Virtual Register when joining the meeting reflecting the following:**
The Bidding Company details:
Contact person:
Company email:
- **Please mute your audio when joining the meeting.**
- **Please contact Albert.Mdluli@prasa.com to assist with accessing the meeting.**

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.*

2.2 Respondents failing to attend the Compulsory Virtual 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 within 4 days from the date of the briefing session.

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

The Secretariat / Tender Office

RFP No: HO/CRES/RFP/MP/30J21

Description of Bid: REQUEST FOR PROPOSAL TO SOURCE PROFESSIONAL SERVICE PROVIDER TO RENDER PROPERTY MANAGEMENT SERVICES FOR THE PROPERTIES UNDER MANAGED PORTFOLIO SITUATED IN KZN, GAUTENG AND WESTERN CAPE PROVINCE.

For a period of 36 months

Closing date and time: 3 September 2021 at 12:00 noon

Closing address *[Refer to options in paragraph 5 below]*

5 DELIVERY INSTRUCTION FOR RFP

Delivery of Bid

The Bid envelopes must be deposited in the PRASA CRES Tender Box which is located at the reception area located at PRASA CRES Offices, Umjantshi House, **Ground Floor Umjantshi Building**, must be addressed as follows:

PASSENGER RAIL AGENCY OF SOUTH AFRICA

30 WOLMARAANS STREET, UMJANTSHI HOUSE, BRAAMFONTEIN 2001

Johannesburg

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

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

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

6.1 B-BBEE Joint Ventures or Consortiums

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

Respondents are to note the requirements for B-BBEE compliance of JVs or consortiums as required by SBD 6.1 [the B-BBEE Preference Point Claim Form] and submit it together

with proof of their B-BBEE Status as stipulated in the Claim Form in order to obtain preference points for their B-BBEE status.

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

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

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

6.2 Subcontracting

As an organ of state, PRASA fully endorses Government's transformation and empowerment objectives and when contemplating subcontracting Respondents are requested to give preference to companies which are Black Owned, Black Women Owned, Black Youth Owned, owned by Black People with Disabilities, EMEs and QSEs including any companies designated as B-BBEE Facilitators¹.

- an EME or QSE;
- an EME or QSE which is at least 51% owned by Black People;
- an EME or QSE which is at least 51% owned by black people who are youth;
- an EME or QSE which is at least 51% owned by black people who are women;
- an EME or QSE which is at least 51% owned by black people with disabilities;
- an EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships;

¹ The Minister of the Department of Trade and Industry has the power to designate certain Organs of State or Public Entities as B-BBEE Facilitators. For example, the South African National Military Veterans' Association (SANMVA) has been designated as a B-BBEE Facilitator. As such they will be treated as having rights of ownership held 100% by Black People, 40% by Black Women and 20% by Black designated groups.

- an EME or QSE which is at least 51% owned by black people who are military veterans; or
- a cooperative which is at least 51% owned by black people.

Subcontracting condition applicable to this tender:

- i.) PRASA has decided to sub-contract 30% of the value of this contract to the enterprises complying with the following types combined:
 - a. A bidder shall subcontract a minimum of 30% to an EME or QSE which is:
 - b. At least 51% owned by black people;

A bid that fails to meet this pre-qualifying criterion, will be regarded as an unacceptable bid. Respondents are required to select suppliers to subcontract to from a list that PRASA will make available listing all suppliers registered on the approved CSD database of National Treasury for the required goods/services in respect of the applicable designated groups. The list is attached as **Annexure G**

PRASA requires Proof of the subcontracting arrangement or confirmation in writing of both parties' intention to enter into a sub-contracting agreement of 30% of the value of the contract should they be awarded business by PRASA

Respondents are required to submit proof of the subcontracting arrangement between themselves and the subcontractor. Proof of the subcontracting arrangement must include a subcontracting agreement or submit confirmation in writing of their intention to enter into a sub-contracting agreement should they be awarded business by PRASA through this RFP process.

NB: Both Subcontracting Agreement and the proof of intend must ensure that:

the Bidders shall reflect the names of companies that it intends subcontracting to, **the nature of the works to be subcontracted and contract % that will be subcontracted to the respective companies and the terms and conditions of the relationship between the Bidder and subcontracting companies."**

- Where no tenderer meets sub-contracting criteria, institutions must cancel the tender & investigate reasons for tenderers failing to meet compulsory sub-contracting.

- In the event of uncertainty with regard to information provided by the tenderer and the CSD is unable to verify such information at that stage, PRASA may request necessary proof to substantiate the information provided.
- Where a tenderer was awarded the contract on the basis of subcontracting EMEs or QSEs or designated groups in terms of regulations 4 and 9, the tenderer may not change the subcontractor without approval of PRASA.
- PRASA should obtain representations or input from the initial subcontractor who was part of the tender process whose credentials were used to win the tender.
- PRASA should make informed decision after considering input from all parties concerned, the subcontracting arrangement or contract remains between the main contractor and the subcontractor.
- The responsibility to sub-contract with competent and capable subcontractors' rests with the main contractor/ supplier.
- The contract will be concluded between the main contractor and PRASA therefore, the main contractor and not the sub-contractor would be held liable for performance in terms of its contractual obligations.
- Main contractors/ suppliers are discouraged from subcontracting with their subsidiary companies as this may be interpreted as subcontracting with themselves and / or using their subsidiaries for fronting. Where primary contractor subcontracts with a subsidiary this must be declared in tender documents.
- Tenders that do not meet subcontracting requirements are considered as being not acceptable tenders and must be disqualified and may not be considered for further evaluation or award.
- In terms of **SBD 6.1** of this RFP [the B-BBEE Preference Point Claim Form] Respondents are required to indicate the percentage of the contract that will be sub-contracted as well as the B-BBEE status of the sub-contractor/s.

The report containing the list of potential subcontractors may be drawn by accessing the following link: www.csd.gov.za

GUIDELINE FOR SEARCHING FOR SUBCONTRACTORS ON CSD:

The list below provides an outline of the main steps when searching for bidders for subcontracting on CSD as per Preferential Procurement Regulations, 2017:

1. Log on to CSD
2. Click "Search"
3. Select "Supplier Search" from the drop-down menu
4. Enter information about the Commodity / Service required
5. Add "PPPFA filters"
6. Click "Apply"
7. Click "Add Search to Favourites"
8. Create and save list: select publish internal / external
9. Insert a procurement reference number*
10. Click "Save"

7 COMMUNICATION

- 7.1 For specific queries relating to this RFP during the RFP process, bidders are required to adhere strictly to the communication structure requirements. An RFP Clarification Form should be submitted to Albert.Mdluli@prasa.com, HO/CRES/RFP/MP/30J21 /Albert Mdluli before **12:00 noon on 26 August 2021**.
- 7.2 In the interest of fairness and transparency PRASA's response to such a query will be made available to the other Respondents who have attended a compulsory 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.
- 7.3 After the closing date of the RFP, a Respondent may only communicate in writing with the Bid Secretariat, at telephone number Albert.Mdluli@prasa.com on any matter relating to its RFP Proposal.

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

7.5 Respondents are warned that a response will be liable for disqualification should any attempt be made by a Respondent either directly or indirectly to canvass any officer(s) or employee of PRASA in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will automatically be disqualified and restricted from doing business with PRASA in future.

8 CONFIDENTIALITY

8.1 PRASA shall ensure all information related to this RFP is to be treated with strict confidence. In this regard Respondents / Bidders are required to certify that they have acquainted themselves with the Non-Disclosure Agreement All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services, which is either directly or indirectly related to PRASA's business, written approval to divulge such information must be obtained from PRASA.

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

9 INSTRUCTIONS FOR COMPLETING THE RFP

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

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

Volume 1 (Envelop 1/Package 1)

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

Volume 2 (Envelop 2/ Package 2)

- **Part C:** Financial Proposal

Volume 2 Has to be submitted in a separate sealed envelope. Bidders must make their pricing offer in envelop 2/package 2, no pricing and pricing related information should be included in the Volume 1 envelop 1.

- 9.3 Bidders must submit 1 original response, 1 copy and an electronic version which must be contained in CDs or Memory Cards clearly marked in the Bidders name.
- 9.4 Bidders must ensure that their response to the RFP is in accordance with the structure of this document.
- 9.5 Where Bidders are required to sign forms, they are required to do so using a black ink pen.
- 9.6 Any documents forming part of the original responses to RFP, but which are not original in nature, must be certified as a true copy by a Commissioner of Oaths.
- 9.7 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 must be neatly and functionally bound, preferably according to their different sections.
- 9.8 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.
- 9.9 The responses to RFP formulation must be clear and concise and follow a clear methodology which responses to RFP must explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- 9.10 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.

- 9.11 Information submitted as part of a responses to RFP must as far as possible, be ordered according to the order of the required information requested by PRASA. All pages must be consecutively numbered.
- 9.12 Responses to RFP must ensure that each requirement contained in the RFP is succinctly addressed. Responses to RFP should as far as possible use the terms and definitions applied in this RFP and should clearly indicate its interpretation of any differing terminology applied.
- 9.13 Response to RFP documents are to be submitted to the address specified in paragraph 5 above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as PRASA will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document.
- 9.14 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.
- 9.15 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.
- 9.16 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 the evaluation.**

10 RFP TIMETABLE

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

PRASA may at its sole discretion amend any of the milestone dates indicated in the table below:

RFP PROCESS	MILESTONE DATES
Bid issue date	30 July 2021
Virtual Briefing Session for Bidders on MS Teams	12 August 2021
Closing date for Questions	26 August 2021
Closing date for Responses	27 August 2021
Closing Date for Submission of final Bid	3 September 2021
Evaluation of Proposals (Bidders note that PRASA may call for Presentation of bidders offers at any stage of the evaluation process)	5 September 2021
Appointment of the successful Bidder	15 September 2021
Contract Negotiations	22 September 2021
Signing of Contract	30 September 2021
Contract Commencement	01 October 2021

11 LEGAL COMPLIANCE

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

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

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

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 Form A 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

1.1 PRASA CRES is a Division of the Passenger Rail Agency of South Africa and is responsible for the management of PRASA's property portfolio across various provinces such as Gauteng, KZN, and Western Cape. The property portfolio consists of vacant land, railway station buildings, residential, retail, offices, industrial, mixed use and development leases.

2. BACKGROUND INFORMATION

a. STATUS QUO

- The Real Estate Strategy approved by the PRASA BOC in 2012 was aimed at identifying and developing ways in which PRASA Cres could generate income for the group in order to realize economic benefits through leveraging on and optimizing the group's property portfolio. Prasa Cres, through an approved acquisition programme acquired a number of Development Leases from various tenant at a significant amount of investment.

- Due to the commercial nature and substance of the acquired properties being vastly different from PRASA Cres' day to day business operations, the managed portfolio requires specialised knowledge, experience and resources to ensure that PRASA receives expected returns for its investment. In 2017 PRASA Cres opted to re-acquire services of a property management company that specialises in management of commercial properties to manage ring fenced properties portfolio on its behalf.

3. OBJECTIVE OF THE PROPOSED PROJECT

The primary objective of this project is as follows:

- To secure a professional service provider that will ensure the continuation of the management of the ring-fenced property portfolio consisting of the set of properties acquired as a result of the Acquisition of Development Leases programme.
- To restructure and optimise PRASA property portfolio and to generate the much-needed additional revenue for its financial sustainability in support of the secondary mandate on the additional properties identified.
- To ensure that PRASA's initial investment is secured and experience growth in value over time
- To ensure that PRASA Cres's capacity is developed to manage the portfolio internally

3.1 CURRENT MECHANISMS IN PLACE TO ADDRESS THE PROBLEM

PRASA Cres acquired services of a property management company that specialises in management of commercial properties. Following a successful tender process in 2017, the services Property Management were procured to provide Property Management functions of all properties that were acquired as part of the development leases buy-back process.

These properties form part of the Managed portfolio and are in the Gauteng, Western Cape and KwaZulu Natal Provinces.

The extended Agreement with the current supplier and Prasa Cres is due to expire on 30 September 2021.

3.2 DESIRED OUTCOMES FOR CARRYING OUT THE PROPOSED PROJECT

The primary objective of this proposal is to secure a professional service provider that will ensure the following:

- Securing of PRASA investment and assets as well ensuring growth in revenue and property value and achieve optimum return on investment for PRASA.
- Continuation of the management of the ring-fenced property portfolio.
- Upkeep and maintenance of the Properties
- Undertaking refurbishments and any necessary expansions
- Ensuring the provision of proper and adequate security services to the Properties

3.3 PROJECT BENEFITS TO PRASA

The following benefits will accrue to PRASA as a result of the procurement of a professional property manager:

- Ensure enhancement of the revenue stream, timeous rental collection and adherence to operational management of the Portfolio.
- Capacity building and enhancement for PRASA to manage the properties internally within the short term.

4. SCOPE OF WORK AND AREAS OF FOCUS

4.1 SCOPE OF THE DESIRED SOLUTION

PRASA Cres intends to procure the services of the property company on a fee basis to manage a portfolio of 27 properties located across three provinces (i.e. KZN, GP and WC) listed under table 4.1 below.

PROPERTY SCHEDULE								
SCHEDULE - A								
No	BUILDING	REGION	Physical Address	Property Category	GLA	MONTHLY RENTALS	NO OF TENANTS	ANCHOR TENANTS
1	The Bridge Shopping Centre	Gauteng	Cnr. King George & Noord Street, Joubert park, JHB.	Retail	8 688	1 524 725	45	Pick & Pay, JET STORE
2	Lot 421 Umgeni	Kwazulu Natal	138 Intersite Avenue, Springfield, Durban.	Industrial	962	75 176	1	United Business Solutions
3	Lot 422 Umgeni	Kwazulu Natal	134 Intersite Avenue, Springfield, Durban.	Industrial	1 391	112 383	1	Duratile
4	17 Intersite	Kwazulu Natal	17 Intersite Avenue, Springfield, Durban.	Industrial	13 206	829 693	1	Barrows Point of Sale
5	11 Intersite	Kwazulu Natal	15 Intersite Avenue, Springfield, Durban.	Vacant land				
6	28 Intersite	Kwazulu Natal	28 Intersite Avenue, Springfield, Durban.	Industrial	644	92 039	1	Barrows
7	40 Intersite	Kwazulu Natal	40 Intersite Avenue, Springfield, Durban.	Industrial	1 900	169 556	1	Barrows
8	Dendovect	Kwazulu Natal	90-94 Intersite Avenue, Springfield, Durban.	Industrial	1 870	153 054	1	Adendorff Machinery
9	Rapiprop	Kwazulu Natal	190 KE Masinga Road, North Beach, Durban.	Motor Retail	17 869	1 650 013	7	NMI, Technostar
10	Imperial	Western Cape	5 Old Marine Drive, Culemborg, Cape Town.	Car Dealership	8 163	294 233	1	Imperial Group
11	Detroit Plaza	Gauteng	Cnr. Pretoria Avenue & Plane Street, Kempton Park, JHB.	Motor Retail	6 872	390 085	17	Engen Garage
12	35 Intersite Avenue	Kwazulu Natal	Erf 467 & 468 Springfield, Durban	Commercial	10 000	1 382 650	25	Offices and Mini Industrials
13	Eastern Blue Investment - Station Bazaar	Gauteng	43 Railway Street Germiston, JHB	Retail	9 607	1 425 021	83	Plus Stors
14	Royal Palm	Kwazulu Natal	2 - 6 Royal Palm Street, Springfield, Durban	Retail	893	251 413	4	Engen Garage
15	BELSTAR Junction Shopping Centre (new acquisition)	Western Cape	Off Durban Road, Belville	Retail/ Commercial	9 126	1 166 666,00	55	Shoprite T/A U-Save
16	Isipingo Shopping Centre	Kwazulu Natal	Phila Ndwandwe Road, Durban	Retail	7 577	798 930,00	45	Pick n Pay
17	PRASA House Building	Gauteng	1040 Burnett Street, Hatfield, Pretoria	Office	16 457	2 077 020,00		Vacant - Single or Multi-tenants
					82 065	8 350 040		
SCHEDULE - B								
No	BUILDING	REGION	Physical Address	Property Category	GLA	MONTHLY RENTALS	NO OF TENANTS	ANCHOR TENANTS
1	Johannesburg Park Station (JPS) & Precinct	Gauteng	Rissik Street, Braamfontein, Johannesburg	Retail/ Commercial	26 435	7 984 485	120	SPAR
2	Dunswart Station & Precinct	Gauteng	Cnr Main Reef & Commissioner Street, Dunswart	Retail/ Commercial	3 522	217 313,20	13	Nelson Big Save Supermarket
3	Germiston Station & Retail	Gauteng	Station Street, germiston, Pretoria	Retail/ Commercial	2 138	190 611,64	13	SAPS, Optician
4	Pretoria Station Precinct	Gauteng	Cnr Paul Kruger and Scheiding Street, Pretoria	Retail/ Commercial	7 166	1 881 017,28	63	MacDonalds,
5	Saulsville Station & Station Square Retail	Gauteng	Marievet Street, Saulsville, Pretoria	Retail	3 145	251 600,00	26	SASSA, OBC Supermarket
6	Silverton Industrial Park	Gauteng	Moreletta Street, Silverton, Pretoria	Industrial	4 520	248 600	20	Motor Mechanics
7	Mabopane Station & Station Concourse Retail	Gauteng	Buitenkant Street, Mabopane, Pretoria	Retail/ Commercial	5 000	400 000,00	33	New Development(Vacant) Anchore and smaller line shops
8	Cape Town Station - Parade Concourse Phase I & II (excluding Eris Dnd Bus Facility only)	Western Cape	Adderly Street, Cape town	Retail/ Commercial	4 437	615 740,00	38	Bus Operators, Supermarket and smaller retailers
9	DURBAN Station	Kwazulu Natal	65 Masabalala Yengwa Avenue, Durban	Retail/ Offices	124 482	4 145 650,35	66	Predominately Offices (major office space occupiers Mr Price & SASSA with some warehousing and a small retail component
10	Berea Road Station	Kwazulu Natal	Station Road, Durban	Retail	622	122 746,69	5	Scala Pharmacy
Total					180 845	15 935 017,47	392	

Table 4.1: List of properties under management

It is therefore PRASA Cres' desire to see the monthly rental increase as well as the tenants retained through effective management of the properties above.

4.2 TYPE OF PROPERTY PORTFOLIO

The scope of the Property Management Service Provider will include the management of Industrial, Retail, Commercial and Mixed-Use Property Developments as well as identified station facilities as outline in table 4.1 above under the category column.

4.3 TARGETED AREA AND BENEFITS OF THIS PROJECT

The property portfolio indicated under the table 4.1 above is located within three provinces i.e. Gauteng, Western Cape and KZN. The respective communities within which these properties exist, will benefit from convenience that the properties portfolio will provide, as well as opportunities which will presented through **identified labour requirements, subcontracting, and supply of material necessary for the management of the portfolio.**

PRASA intends to promote the following designated groups:

- A bidder shall subcontract a minimum of 30% to an EME or QSE which is:
- at least 51% owned by black people;

4.4 CONTRACT PERIOD

The duration of the management contract is envisaged to be a Three (3) Year period.

5. SPECIFICATION OF THE SERVICES REQUIRED –

The successful Respondent is expected to provide the following services:

- To implement PRASA CRES Property Management Approach in line with PRASA's Policy and Industry Norms.
- To compile income and expenditure budgets.
- Management of property expenses and income i.e. Rental and Debt collection.
- Responsible for Maintenance, Refurbishment and/or expansion.
- Project Execution and Management as and when required.

- Undertake Advisory work such as Property Valuation, Business Case Development and/or Project Feasibility Studies.
- Responsible for overall Facilities Management
- Contract Management.
- Account Payments.
- and Credit Control Functions,
- Control Procedures and Risk Management.
- Take full responsibilities on Marketing of the properties and Reporting.
- The successful Respondents will be required to provide monthly management reports to the PRASA CRES Executive Committee.
- To perform any other Lease Management Functions as required.
- As and when required, the scope for Property management services for properties included in the current Portfolio and/or any subsequent properties added to the Portfolio, includes the provision of Facilities Management Services at adjoining PRASA Stations within the operational areas.
- The provision of security services on station precincts will have to be aligned with PRASA Corporate Protections Services

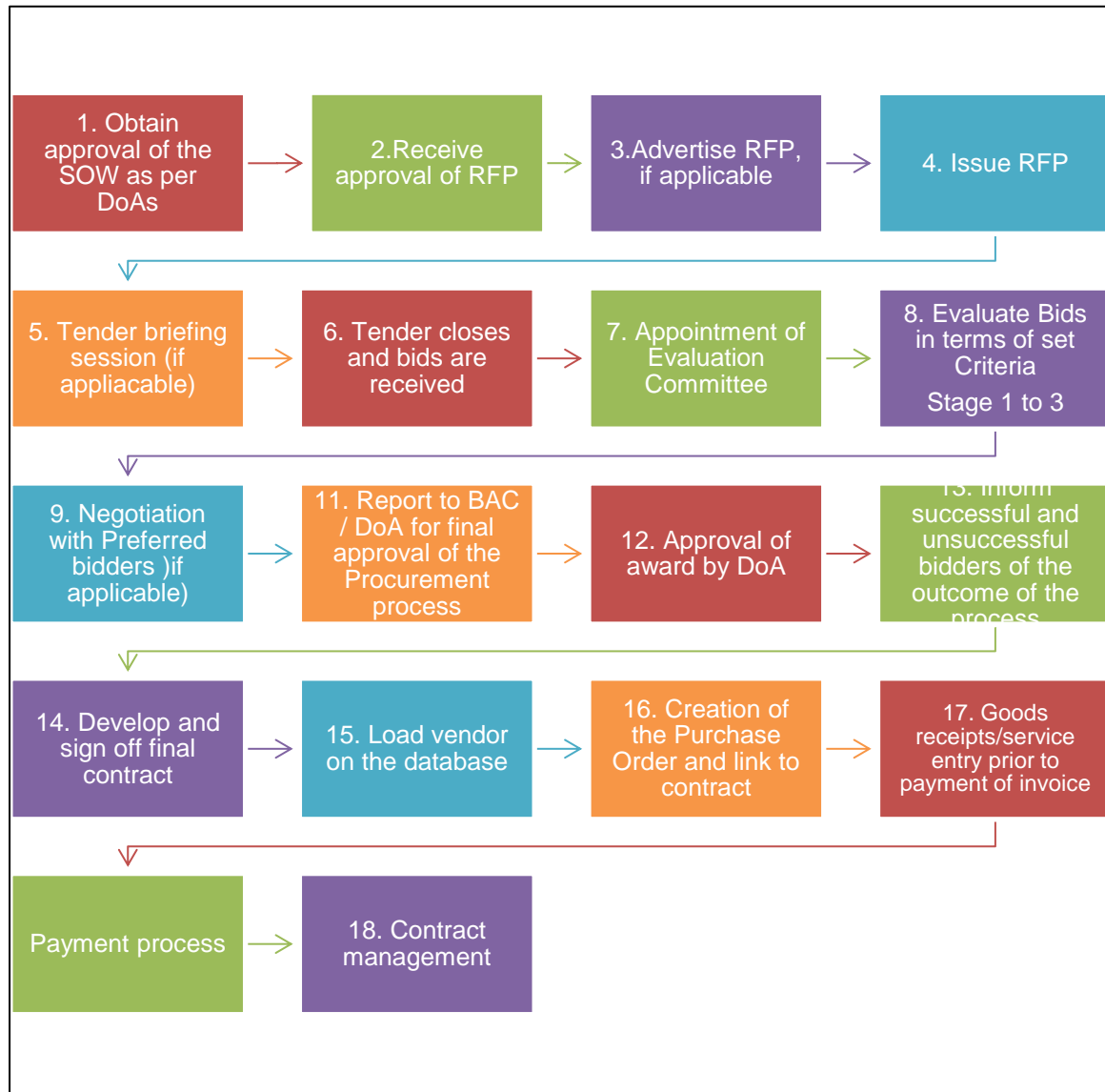
The scope for property management services provided may extend to all other new Development Leases that PRASA may acquire through the “Acquisition of Development Leases Program” or any other Properties during the duration of the contract over and above the properties mentioned in Table 4.1 above.

PRASA reserves the right to add or remove any property/properties from the Portfolio within the duration of the contract as per PRASA’s business and operational requirements. However, any inclusion of additional properties will be on an as and when basis, and this provision does not guarantee fees to the service provider should PRASA not include any additional properties within the contract period.

The Contract duration is for a period of three (3) years and the successful Service Provider will be expected to, and be responsible for Internal (PRASA) skills transfer within the duration of the contract

5. 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.



6.1 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 will be disqualified.
Verify compliance	The Bids are checked to verify that the essential RFP requirements have been met. Non-compliant Bids will be disqualified.
Detailed Evaluation of Technical	Detailed analysis of Bids to determine whether the Bidder is capable of delivering the Project in terms of business and technical requirements. The minimum threshold for technical evaluation is [70 points], any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and B-BBEE.
B-BBEE	Evaluate B-BBEE
Price Evaluation	Bidders will be evaluated on price offered.
Scoring	Scoring of Bids using the Evaluation Criteria.
Recommendation	Report formulation and recommendation of Preferred and Reserved Bidders
Best and Final Offer	PRASA may go into the Best and Final Offer process in the instance where no bid meets the requirements of the RFP and/or the Bids are to close in terms of points awarded.
Approval	Approval and notification of the final Bidder.

6.2 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 the project

EVALUATION PROCESS	
Stage 1A:	
Prequalification	Adherence to Prequalification requirements(sub-contracting)
Stage 1B	
Administrative and Substantive Responsiveness	Mandatory /Compliance Checklist Requirements for all Services/Goods and works
Stage 1C	
Compliance	Non-Mandatory / Essential Returnable Documents
Stage 2	
Technical / Functionality Requirements	Testing of capacity – meet minimum threshold of 70 points
Stage 3	
Price	80
BBBEE	20
TOTAL	100

Table 1

6.1.1 STAGE 1A: PRE-QUALIFICATION CRITERIA

Only Respondents who satisfy the following Pre-Qualification Criteria will be considered for next stage of the evaluation. If you do not submit the following mandatory documents your Quotation will be disqualified automatically.

No.	Description of requirement	Tick
	<p>Proof of the subcontracting arrangement or confirmation in writing of both parties' intention to enter into a sub-contracting agreement of 30% of the value of the contract should they be awarded business by PRASA to the enterprises complying with the following types combined:</p> <ul style="list-style-type: none"> - A bidder shall subcontract a minimum of 30% to an EME or QSE which is: - At least 51% owned by black people; <p>NB: Subcontracting Agreement: The Bidders shall reflect the names of companies that it intends subcontracting to, the nature of the works to be subcontracted and contract % that will be subcontracted to the respective companies and the terms and conditions of the relationship between the Bidder and subcontracting companies."</p>	

6.2.2 Stage 1B Administrative and Substantive Responsiveness

Mandatory Returnable Documents - Administrative and Substantive Responsiveness

For all Services/Goods and works, the following documents are mandatory must be submitted, failure to do so will deem the submission disqualified automatically:

No.	Description of requirement	Tick
a)	<p>BOQ/Price Schedule and Pricing form</p> <p>(Bidders must ensure that they <u>Only</u> include this financial document/ information in the second envelop)</p> <p><i>Failure to do so will automatically disqualify the Bidder.</i></p>	

b)	<p>Completion of ALL RFP documentation (includes ALL declarations and Commissioner of Oath signatures required)</p> <p>(includes All declarations, All Standard Bidding Documents (SBD), Annexure's and Commissioner of Oath signatures required) Bidders must ensure all documents are completed in full and signed.</p>	
c)	<p>Attendance certificate of a (virtual) compulsory briefing session</p> <p>NB: (Form D) is a compulsory document & Bidders will be required to complete and sign the certificate of compulsory briefing, which shall be returned with the Bid document.</p> <p>Failure to do so will automatically disqualify the Bidder.</p>	
d)	<p>Deed Joint Venture / Consortium agreement / Trust Deed/ shall 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 (if applicable))</p> <ul style="list-style-type: none"> Note: IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 	
e)	Brief overview of the Property Management System utilised must be provided.	
f)	<p>Properties listed under 4.1 must be inspected prior to submission of the RFP and a list of properties/sites inspected with inspection dates must be provided.</p> <p>Note: All COVID 19 protocols to be fully complied with by the Bidders</p>	
g)	Bidders shall submit Completed Tables 2B:1 & 2B:2 which must be submitted with the tender document.	
h)	<p>Proof of membership Estate Agency Affairs Board (EAAB) of South Africa is compulsory.</p> <p>Proof of qualification and registration must therefore be submitted in respect of each Bidder or employees within a company or joint venture that submits this bid.</p> <ul style="list-style-type: none"> NOTE: Certified copies not older than 3 months will be accepted provided that PRASA can, where necessary, insist on having the original documents submitted for verification purposes. 	

	<i>Failure to submit the required proof with the bid documents will result in the disqualification of such bid, irrespective whether such Bidders are indeed qualified or registered.</i>	
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6.2.3 Stage C Administrative and Substantive Responsiveness

The following documents are non-mandatory and where not submitted, Prasa may request the documents and must be made available at the time of request:

No.	Description of requirement	Tick
a)	Proof of Registration, Certificate of Incorporation or CK1.	
b)	Company Registration Documents	
c)	Copies of Directors' ID documents;	
d)	Valid Tax Clearance Certificate (must be valid on closing date of submission of the proposal) and SARS Issued Pin	
e)	CSD report / CSD reference number	
f)	Letter of Good Standing (i.e. COID);	
h)	Proof of UIF registration	
i)	Proof of Bank Account (i.e. cancelled cheque or letter issued by the bank	
j)	Valid B-BBEE certificate from SANAS accredited rating agency (Original or Certified copy)/DTI B-BBEE Certificate (Original or Certified copy) or Sworn Affidavit signed and stamped by the commissioner of Oath.	

6.3 STAGE 2: TECHNICAL/FUNCTIONAL

Qualifying bidders will be evaluated against the technicality / functionality criteria after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is **70 points**. Bidders who score below the minimum requirement shall not be considered for further evaluation in stage 3.

Summary of the technical/functional requirements are presented in the table 7.2 below.

ITEM	CRITERIA	WEIGHT
1	Company Experience in the Industry	10
2	Staff Qualification & Practical Experience	20
3	Proven track record of Clientele	10
4	Relevant Provincial footprint	10
5	Portfolio diversity and multi-tenant management experience	10
6	Property and Facility Management Methodology	15
7	Financials Capacity	15
8	Operating cash flow	10
	TOTAL	100

Table 7.2: Technical Evaluation Criteria

CRITERIA	WEIGHT	SCORES
<p>1. Company Experience in the Industry</p> <p>Company must have a minimum of 5 years of existence, and practical experience particularly in commercial property management work</p> <p>Complete Table 2B:2 and submit at least 3 reference letters to confirm experience</p>	10	<p>The number of years of relevant experience in providing property asset management services in the market (Business Profile of Company must be attached indicating the history of the establishment)</p> <ol style="list-style-type: none"> 1. Less than 3 years' relevant experience 2. More than 3 years to 5 years of relevant experience 3. More than 5 years to 7 years of relevant experience 4. More than 7 years to 10 years of relevant experience

NB: the information provided in the Company Business Profile as well Table 2B.2 will be evaluated for scoring purposes		5. More than 10 years of relevant experience
<p>2. Staff Qualification & Practical Experience</p> <p>Experience & Qualifications of Key Staff</p> <p>1 Property/Portfolio Manager</p> <p>2 Facilities/Ops Manager</p> <p>3 Finance Manager</p> <p>Size of the Organisation, composition of the organisation including management structures providing the required services</p> <p>(Company Organogram, CV's and copies of relevant Qualifications Certificates must be attached to the tender submission)</p> <p>(Complete table 2B.1)</p>	20	<p>The service provider or entity's key personnel must have a minimum of 5 years' experience in the real estate space with relevant qualifications (Degree, National Diploma, Property Practitioner's Qualifications and related courses, etc.) within the property asset management industry and must have occupied management positions during those years</p> <ol style="list-style-type: none"> 1. no relevant qualifications, less than 2 years' practical experience 2. more than 2 years but less than 5 years of , practical experience with relevant qualifications 3. more than 5 years but less than 7 years of practical experience with relevant qualifications 4. more than 7 years but less than 10 years of practical experience with relevant qualifications 5. More than 10 years' experience with relevant qualifications
<p>3. Proven organisational track record of clientele</p> <p>Provision of proof of related services provided currently and over the last 5 years with a minimum value of R300m</p> <p>Provide list of properties and portfolios managed with contract values including but not limited to number of properties and tenants managed)</p> <p><i>Relevant reference letters on Company letter heads with contact details and value of the portfolio managed must be provided</i></p> <p>(Complete table 2B.2)</p>	15	<p><i>Value of portfolios managed for various landlords or for own portfolio within the past 5 years.</i></p> <ol style="list-style-type: none"> 1. <i>Managed portfolio lower than R300m in value</i> 2. <i>Managed portfolio above R300m to R500m in value with relevant reference letters</i> 3. <i>Managed portfolio above R500m to R600m in value with relevant reference letters</i> 4. <i>Managed portfolio above R600m to R800m in value with relevant reference letters</i> 5. <i>Managed portfolio above R800m plus in value with relevant reference letters</i>
<p>4. Relevant provincial footprint</p>	5	<p>Demonstration of companies' existence to various provinces with such evidence of relevant footprint is</p>

(Evaluation will be based on information populated in table 2B.2)		<p>provided were similar services have been rendered in SA especially in KZN, GAUTENG and WESTERN CAPE</p> <ol style="list-style-type: none"> 1. Footprint in One Province 2. Footprint in Two Provinces 3. Footprint in 3 to 4 provinces including KZN, GP and WC 4. Footprint in 5 to 7 provinces including KZN.GP and WC 5. National footprint (8 – 9 provinces)
<p>5. Portfolio diversity and multi-tenant management experience</p> <p>(Table 2B:2)</p> <p>Property Typologies</p> <ol style="list-style-type: none"> 1. Retail (including shopping centres) 2. Offices/commercial 3. Industrial 4. Land parcels 5. Residential 6. Mixed use developments (retail, offices, residential) 	10	<p>Demonstrated experience of management of various property typologies and points will be allocated for experience in relation to various categories of properties managed to date.</p> <ol style="list-style-type: none"> 1. Management of 1 Typology 2. Management of 2 Typologies 3. Management of 3 Typologies (including Retail, Industrial and Offices) 4. Management of 4 Typologies (including Retail, Industrial and Offices) 5. Management of all Property Typologies
CRITERIA	WEIGHT	SCORES
<p>6. Property Management Plan and Methodology:</p> <p>Deliverables:</p> <ol style="list-style-type: none"> 1. Lease Management 2. Income &Expenditure Budgets 3. Property Income/ Expenses 4. Debtors management 5. Facilities Management 6. Risk Compliance 7. Project Management 8. Professional Services (i.e. Market Research, Valuations, Due Diligence Studies) 	15	<p>The bidder must submit a comprehensive Proposal outlining the full Property Asset Management methodology including all deliverables as indicated</p> <ol style="list-style-type: none"> 1. Less than 2 deliverables provided 2. 3 out of 8 deliverables provided 3. 5 out of 8 deliverables provided 4. 6 out of 8 deliverables provided 5. 8 out of 8 and more deliverables

<p>7. Financials Capacity</p> <p>Current ratio:</p> <p>The current ratio is a liquidity ratio that measures a company's ability to pay short-term and long-term obligations.</p>	15	<p>Bidder should submit a complete set of audited financial statements (last 3 years' financial statements prepared by a registered professional) and the below ratios will be used to determine the financial viability of the bidders</p> <p>The gauge for this ability, the current ratio considers the current total assets of a company (both liquid and illiquid) relative to that company's current total liabilities. Formula = current assets /current liabilities.</p> <p>Current ratio:</p> <p>1 = No submission 2 = $x < 0$ 3 = $x < 0.5$ 4 = $0.5 \leq x \leq 1$ 5 = $x > 1$</p>
<p>8. Operating cash flow (Cash Flow and audited Financial Statements to be submitted)</p>	10	<p>Operating cash flow ratio measures a company's short-term liquidity. Formula: Operating Cash Flows Ratio = Cash Flows from Operations/Current Liabilities</p> <ol style="list-style-type: none"> 1. No Submission of financial Statement 2. Operating Cash Flows Ratio $X < 0$ 3. Operating Cash Flows Ratio $X < 0.5$ 4. Operating Cash Flows Ratio $X < 0.5$ $X \leq 1$ 5. Operating Cash Flows Ratio $X > 1$
<p>TOTAL</p>	100	

Figure 7.3: Detailed scoring methodology

Table 2B.1: List of Key Staff with relevant qualification and experience

Experience of key personnel with property management track record and related qualifications as well as experience

in working both in the Private Sector as well as Government Institutions:

A detailed list of key personnel who will be involved in the provision of management and advisory services is required.

Names of the persons and the areas of expertise and relevant qualifications details and certificates must be attached to the submission.

[illegible]

table 2B.2: Details of Organisation Experience

Experience where management services of Commercial Properties inter alia Retail or Shopping Centres, Industrial Properties, Vacant Land Parcels as well as Mixed-use properties managed by your company on behalf of other landlords within the last 5-year period. Relevant reference letters on Company letter heads with contact details and value of the portfolio managed must be provided

A list of listed companies for whom property management services has been conducted in the past 5 years, must be provided with the most recently served being mentioned first with same sequence being followed and specifying the nature and value of the portfolios in terms of Retail, Industrial, Offices / Commercial, Mixed Use, Residential and Vacant Land Parcels

NO.	Client	Years	Province	Portfolio Value R(m)	Type of Property Managed	Contact Details
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
Total						

6.4 STAGE 3 - PRICING AND BBBEE

Pricing Schedule A, B & C

SCHEDULE A - CURRENT PROPERTIES									
No	BUILDING	REGION	Physical Address	Property Category	GLA	MONTHLY RENTALS	NO OF TENANTS	ANCHOR TENANTS	MANAGEMENT FEE %
1	The Bridge Shopping Centre	Gauteng	Cnr. King George & Noord Street, Joubert park, JHB.	Retail	8 688	1 524 725	45	Pick & Pay, JET STORE	
2	Lot 421 Umgeni	Kwazulu Natal	138 Intersite Avenue, Springfield, Durban.	Industrial	962	75 176	1	United Business Solutions	
3	Lot 422 Umgeni	Kwazulu Natal	134 Intersite Avenue, Springfield, Durban.	Industrial	1 391	112 383	1	Duratile	
4	17 Intersite	Kwazulu Natal	17 Intersite Avenue, Springfield, Durban.	Industrial	13 206	829 693	1	Barrows Point of Sale	
5	11 Intersite	Kwazulu Natal	15 Intersite Avenue, Springfield, Durban.	Vacant land					
6	28 Intersite	Kwazulu Natal	28 Intersite Avenue, Springfield, Durban.	Industrial	644	92 039	1	Barrows	
7	40 Intersite	Kwazulu Natal	40 Intersite Avenue, Springfield, Durban.	Industrial	1 900	169 556	1	Barrows	
8	Dendovect	Kwazulu Natal	90-94 Intersite Avenue, Springfield, Durban.	Industrial	1 870	153 054	1	Adendorff Machinery	
9	Rapiprop	Kwazulu Natal	190 KE Masinga Road, North Beach, Durban.	Motor Retail	17 869	1 650 013	7	NMI, Technostar	
10	Imperial	Western Cape	5 Old Marine Drive, Culemborg, Cape Town.	Car Dealership	8 163	294 233	1	Imperial Group	
11	Detroit Plaza	Gauteng	Cnr. Pretoria Avenue & Plane Street, Kempton Park, JHB.	Motor Retail	6 872	390 085	17	Engen Garage	
12	35 Intersite Avenue	Kwazulu Natal	Erf 467 & 468 Springfield, Durban	Commercial	10 000	1 382 650	25	Offices and Mini Industrials	
13	Eastern Blue Investment - Station Bazaar	Gauteng	43 Railway Street Germiston, JHB	Retail	9 607	1 425 021	83	Plus Stors	
14	Royal Palm	Kwazulu Natal	2 - 6 Royal Palm Street, Springfield, Durban	Retail	893	251 413	4	Engen Garage	
15	BELSTAR Junction Shopping Centre (new acquisition)	Western Cape	Off Durban Road, Belville	Retail/ Commercial	9 126	1 166 666,00	55	Shoprite T/A U-Save	
16	Isipingo Shopping Centre	Kwazulu Natal	Phila Ndwandwe Road, Durban	Retail	7 577	798 930,00	45	Pick n Pay	
17	PRASA House Building	Gauteng	1040 Burnett Street, Hatfield, Pretoria	Office	16 457	2 077 020,00		Vacant - Single or Multi-tenants	
					82 065	8 350 040			

SCHEDULE B - ADDITIONAL PROPERTIES

No	BUILDING	REGION	Physical Address	Property Category	GLA	MONTHLY RENTALS	NO OF TENANTS	ANCHOR TENANTS	MANAGEMENT FEE %
1	Johannesburg Park Station (JPS) & Precinct	Gauteng	Rissik Street, Braamfontein, Johannesburg	Retail/ Commercial	26 435	7 984 485	120	SPAR	
2	Dunswart Station & Precinct	Gauteng	Cnr Main Reef & Commissioner Street, Dunswart	Retail/ Commercial	3 522	217 313,20	13	Nelson Big Save Supermarket	
3	Germiston Station & Retail	Gauteng	Station Street, germiston, Pretoria	Retail/ Commercial	2 138	190 611,64	13	SAPS, Optician	
4	Pretoria Station Precinct	Gauteng	Cnr Paul Kruger and Scheiding Street, Pretoria	Retail/ Commercial	7 166	1 881 017,28	63	MacDonalds,	
5	Saulsville Station & Station Square Retail	Gauteng	Marievette Street, Saulsville, Pretoria	Retail	3 145	251 600,00	26	SASSA, OBC Supermarket	
6	Silverton Industrial Park	Gauteng	Moreletta Street, Silverton, Pretoria	Industrial	4 520	248 600	20	Motor Mechanics	
7	Mabopane Station & Station Concourse Retail	Gauteng	Buitenkant Street, Mabopane, Pretoria	Retail/ Commercial	5 000	400 000,00	33	New Development(Vacant) Anchore and smaller line shops	
8	Cape Town Station - Parade Concourse Phase I & II (excluding Eris Dnd Bus Facility only)	Western Cape	Adderly Street, Cape town	Retail/ Commercial	4 437	615 740,00	38	Bus Operators, Supermarket and smaller retailers	
9	DURBAN Station	Kwazulu Natal	65 Masabalala Yengwa Avenue, Durban	Retail/ Offices	124 482	4 145 650,35	66	Predominately Offices (major office space occupiers Mr Price & SASSA with some warehousing and a small retail component	
10	Berea Road Station	Kwazulu Natal	Station Road, Durban	Retail	622	122 746,69	5	Scala Pharmacy	
Total					180 845	15 935 017,47	392		

SCHEDULE C - AD-HOC FUTURE ADDITIONS

No	BUILDING	REGION	Physical Address	Property Category	GLA	MONTHLY RENTALS	NO OF TENANTS	ANCHOR TENANTS	MANAGEMENT FEE %
1	Property 28	Various	TBA	Retail/ Commercial/ Industrial	8 000	960 000	TBA	TBA	
2	Property 29	Various	TBA	Retail/ Commercial/ Industrial	7 000	840 000	TBA	TBA	
3	Property 30	Various	TBA	Retail/ Commercial/ Industrial	12 000	1 440 000	TBA	TBA	
4	Property 31	Various	TBA	Retail/ Commercial/ Industrial	10 000	1 200 000	TBA	TBA	
5	Property 32	Various	TBA	Retail/ Commercial/	15 000	1 800 000	TBA	TBA	
Total					37 000	4 440 000,00	0		

The following formula shall be used by the Bid Evaluation Committee to score potential bidders on pricing:

6.4 STAGE 3: PRICING AND B-BBEE

The 80/20 system will be used.

6.4.1.1 PRICING Evaluation

The following formula shall be used by the Bid Evaluation Committee to score potential bidders on pricing:

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

Where:

P_s = Score for the Bid under consideration

P_t = Price of Bid under consideration

P_{min} = Price of lowest acceptable Bid

6.4.1.2 B-BBEE Evaluation

i.) B-BBEE - current scorecard / B-BBEE Preference Points Claims Form

ii.) The BBEE component of the evaluation process is weighted at 20 points in figure

10.1 of the standard Evaluation Criteria outlined above. Bidders will be awarded points based on the level of the B-BBEE status presented in the B-BBEE Certificate issued by an approved agency certified by SANAS.

6.4.2 Pricing Evaluation: Only Bidders who have achieved the 70-point thresholds for Technical evaluation will be evaluated for the Price component which is 80% of the Evaluation Criteria.

A maximum of 80 points is allocated for price. The evaluation for price will be done based on the following formula:

Where:

PL = Points scored for price of tender under consideration

PC = Rand value of tender under consideration

Pmin = Rand value of lowest acceptable tender

6.4.3 B-BBEE Evaluation: The BBEE component of the evaluation process is weighted at 20 points in figure 10.1 of the standard Evaluation Criteria outlined above. Bidders will be awarded points based on the level of the BBEE status presented in the BBEE Certificate issued by an approved agency certified by SANAS. Details of the allocation of points by the Evaluation Committee are presented in Figure below.

Table 8: BBEE Evaluation Criteria:

B-BBEE Status Level of Contributor	Number of points (80/20 system) below a Million
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-Compliant Contributor	0

Table 8: BBEE Evaluation Criteria

6.5 PREFERENTIAL PROCUREMENT REGULATIONS-

Subcontracting

The Preferential Procurement Regulations, issued by the Minister of Finance in 2017, were revised to align with certain changes to the Broad-Based Black Economic Empowerment (B-BBEE) legislation. PPPFA allows organs of state to utilise prequalification criteria to advance certain designated groups for preferential procurement through:

- ii.) PRASA has decided to sub-contract 30% of the value of this contract to the enterprises complying with the following types combined:
 - a. A bidder shall subcontract a minimum of 30% to an EME or QSE which is:

b. At least 51% owned by black people; **as the designated groups in this RFP process.**

i) **A bid that fails to meet** these pre-qualifying criteria will be regarded as an unacceptable bid.

7 VALIDITY PERIOD

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

8 B-BBEE REQUIREMENTS

A Bidder must submit proof of its B-BBEE status level contributor, a Bidder failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified and will score 0 points out of 20 for B-BBEE.

9 LOCAL CONTENT - NATIONAL TREASURY STIPULATED MINIMUM THRESHOLDS FOR LOCAL PRODUCTION

9.4 LOCAL CONTENT

- Bids will be subject to local content requirements in terms of Regulation 8(1) of the Preferential Procurement Regulations, 2017.
- Only locally produced or manufactured goods with a stipulated minimum threshold as stated in SBD 6.2 for local production and content will be considered. Bidders who do not meet the stipulated minimum threshold will be automatically disqualified and not be considered further for evaluation.
- Bidders may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- The exchange rate to be used for the calculation of local content (local content and local production are used interchangeably) must be the exchange rate published by the SARB on the date of the advertisement of the tender.
- The Declaration Certificate for Local Content (SBD 6.2) (refer annexure C) must be completed and duly signed. **Bidders who do not complete this form will be automatically disqualified.**

- For further guidance with the above requirements, bidders may refer to DTI website, www.theDTI.gov.za and National Treasury Designated Sectors Instruction Number 15 of 2016/2017.

9.5 EXEMPTION REQUESTS

If the quantity of the components to be used for this work as listed in annexure 6.2 figure cannot wholly be sourced from South African based manufacturers, bidders should obtain written exemption from the **DTi** to supply the remaining portion of the components at a lower content threshold. The **DTi**, in consultation with the procuring organ of state, will grant exemption on a case-by-case basis and will consider the following:

- a) Required volumes in the tender;
- b) Available collective SA industry manufacturing capacity at that time;
- c) Delivery times;
- d) Availability of input material and components;
- e) Security of supply and emergencies;
- f) Materials of construction;
- g) Technical considerations including operating conditions;
- h) Localization plans aimed at establishing and / or increasing local manufacturing capacity through ramping-up of capital investments in the initial phase; and
- i) Warranties and guarantees.

Replacement of components on the existing infrastructure in order to honour the

9.6 THE PROCESS TO BE FOLLOWED IN REQUESTING EXEMPTIONS

The following tender information must be provided on the bidder's letterhead when requesting an exemption request to the DTi:

- a) Procuring entity;
- b) Tender description;
- c) Bid reference number;
- d) Closing date of bid;
- e) Detailed specifications of items for which the exemption is requested for (kindly attach specifications);

- f) Products / inputs / components to be imported;
- g) Reasons for the request; and
- h) Supporting letters from local bidders' suppliers and manufacturers.

The turnaround time for processing of exemption requests is **10 working days** from the date of receipt.

10 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

10.4 National Industrial Participation Programme (NIPP) requirements:

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

Bidders are therefore required to complete SBD 5 to give effect to the above. **Bidders who do not complete this form will be automatically disqualified.**

11 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.

12 BEST AND FINAL OFFER

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

- a) None of the proposals meet the RFP requirements;
- b) None of the responses to RFP are affordable and demonstrate value for money; and

- c) There is no clear preferred Response to this RFP.

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

13 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).

14 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.

Respondents are required to complete the Pricing Schedule **as Volume 2 and put it on Envelope 2**

1 NOTES TO PRICING

- 1.1. Prices must be quoted in South African Rand, inclusive of VAT.
- 1.2. Price offer is firm and clearly indicate the basis thereof.
- 1.3. Pricing schedule 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), as required per National Treasury Instruction Note 01 of 2015/2016.

3 PERFORMANCE AND BID BONDS (WHERE APPLICABLE)

- 3.1. Not 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:
- Random checks on compliance with quality/quantity/specifications
 - 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

Bidders are required to submit the latest annual financial statements (including cash flow statement) prepared by registered financial accountant or audited financial statements.

SIGNED at _____ on this _____ day of _____ 2021

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 _____ 2021

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. Terms and Condition for Bidding*
--

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 _____ 2021

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

10 GENERAL CONDITIONS

10.1 ALTERNATIVE BIDS

Not Applicable.

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 require that such information be released to all Bidders, PRASA may:
 - i. Inform the relevant Bidder of the necessity to release such information and/or response to RFP and request the Bidder to consent to the release thereof by PRASA; or
 - ii. obtain legal advice regarding the confidentiality of the relevant information and/or response to RFP and the legal ability of PRASA to release such information; or
 - iii. Refrain from releasing the information and/or response to RFP, in which event PRASA shall not take account of the contents of such information in the evaluation of the relevant response to RFP.

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

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

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| Actions | 1 | PRASA's <i>Representative</i> and each <i>tenderer</i> submitting a tender shall act as stated in these Conditions of Tender and in a manner, which is fair, equitable, transparent, competitive and cost-effective. |
| Interpretation | 2 | Terms shown in <i>italics</i> vary for each tender. The details of each term for this tender are identified in the Request for Tender / Scope of work/ specification. Terms shown in capital initials are defined terms in the appropriate conditions of contract. |
| | 3 | Any additional or amended requirements in the Scope of work/ specification, and additional requirements given in the Schedules in the <i>tender returnable</i> are deemed to be part of these Conditions of Tender. |
| | 4 | The Conditions of Tender and the Scope of work/ specification shall form part of any contract arising from this invitation to tender. |
| Communication | 5 | Each communication between PRASA and a <i>tenderer</i> shall be to or from PRASA's <i>Representative</i> only, and in a form that can be read, |

copied and recorded. Communication shall be in the English language. PRASA takes no responsibility for non-receipt of communications from or by a *tenderer*.

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| PRASA's
rights to
accept or
reject any
tender | 6 | PRASA may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. PRASA or PRASA's <i>Representative</i> will not accept or incur any liability to a <i>tenderer</i> for such cancellation and rejection but will give reasons for the action. PRASA reserves the right to accept the whole or any part of any tender. |
| | 7 | After the cancellation of the tender process or the rejection of all tenders PRASA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time. |

Tenderer's obligations

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

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| Eligibility | 1 | Submit a tender only if the <i>tenderer</i> complies with the criteria stated in the Scope of work/ specification. |
| Cost of tendering | 2 | Accept that PRASA will not compensate the <i>tenderer</i> for any costs incurred in the preparation and submission of a tender. |
| Check documents | 3 | Check the <i>tender documents</i> on receipt, including pages within them, and notify PRASA's <i>Representative</i> of any discrepancy or omissions in writing. |

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| Copyright of documents | 4 | Use and copy the documents provided by PRASA only for the purpose of preparing and submitting a tender in response to this invitation. |
| Standardised specifications and other publications | 5 | Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the <i>tender documents</i> by reference. |
| Acknowledge receipt | 6 | Preferably complete the Receipt of invitation to submit a tender form attached to the Letter of Invitation and return it within five days of receipt of the invitation. |
| | 7 | Acknowledge receipt of Addenda / Tender Briefing Notes to the <i>tender documents</i> , which PRASA's <i>Representative</i> may issue, and if necessary, apply for an extension to the <i>deadline for tender submission</i> , in order to take the Addenda into account. |
| Site visit and / or clarification meeting | 8 | Attend a site visit and/or clarification meeting at which <i>tenderers</i> may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions, if provided for in the Scope of work/ specification. Details of the meeting are stated in the RFP document, <i>i-tender</i> website and CIDB website. |
| Seek clarification | 9 | Request clarification of the <i>tender documents</i> , if necessary, by notifying PRASA's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> . |
| Insurance | 10 | Be informed of the risk that needs to be covered by insurance policy. The <i>tenderer</i> is advised to seek qualified advice regarding insurance. |
| Pricing the tender | 11 | Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful <i>tenderer</i> . Such duties, taxes and levies are those applicable 14 days prior to the <i>deadline for tender submission</i> . |

- 12 Show Value Added Tax (VAT) payable by PRASA separately as an addition to the tendered total of the prices.
- 13 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the *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 tender as an original plus 1 copy and an electronic version which must be contained in CDs or 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 must 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 must be marked "CONFIDENTIAL"
- 24 Accept that PRASA will not assume any responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

Note:

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

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.

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| Closing time | <p>25 Ensure that PRASA has received the tender at the stated address with the Scope of work / specification no later than the <i>deadline for tender submission</i>. Proof of posting will not be taken by PRASA as proof of delivery. PRASA will not accept a tender submitted telephonically, by Fax, E-mail or by telegraph unless stated otherwise in the Scope of work/ specification.</p> <p>26 Accept that, if PRASA extends the <i>deadline for tender submission</i> for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.</p> |
| Tender validity | <p>27 Hold the tender(s) valid for acceptance by PRASA at any time within the <i>validity period</i> after the <i>deadline for tender submission</i>.</p> <p>28 Extend the <i>validity period</i> for a specified additional period if PRASA requests the <i>tenderer</i> to extend it. A <i>tenderer</i> agreeing to the request will not be required or permitted to modify a tender, except to the extent PRASA may allow for the effects of inflation over the additional period.</p> |

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| Clarification of tender after submission | 29 | Provide clarification of a tender in response to a request to do so from PRASA's <i>Representative</i> during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by PRASA's <i>Representative</i> to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the <i>tenderer</i> as corrected by PRASA's <i>Representative</i> with the concurrence of the <i>tenderer</i> , shall be binding upon the <i>tenderer</i> |
| Submit bonds, policies etc. | 30 | If instructed by PRASA's <i>Representative</i> (before the formation of a contract), submit for PRASA's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>tenderer</i> in terms of the <i>conditions of contract</i> . |
| | 31 | Undertake to check the final draft of the contract provided by PRASA's <i>Representative</i> and sign the Form of Agreement all within the time required. |
| | 32 | Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent must be submitted with the tender. |
| Fulfil BEE requirements | 33 | Comply with PRASA's requirements regarding BBEE Suppliers. |

PRASA'S UNDERTAKINGS

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

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| Respond to clarification | 1 | Respond to a request for clarification received earlier than the <i>closing time for clarification of queries</i> . The response is notified to all <i>tenderers</i> . |
| Issue Addenda | 2 | If necessary, issue to each <i>tenderer</i> from time to time during the period from the date of the Letter of Invitation until the <i>closing time for</i> |

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 *tenderers*.

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| Return late tenders | 3 | Return tenders received after the <i>deadline for tender submission</i> unopened to the <i>tenderer</i> submitting a late tender. Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission. |
| Non-disclosure | 4 | Not disclose to <i>tenderers</i> , or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract. |
| Grounds for rejection | 5 | Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award. |
| Disqualification | 6 | Instantly disqualify a <i>tenderer</i> (and his tender) if it is established that the <i>tenderer</i> offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender. |
| Test for responsiveness | 7 | <p>Determine before detailed evaluation, whether each tender properly received</p> <ul style="list-style-type: none"> • meets the requirements of these Conditions of Tender, • has been properly signed, and • is responsive to the requirements of the <i>tender documents</i>. |
| | 8 | Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the <i>tender documents</i> without material |

deviation or qualification. A material deviation or qualification is one which, in PRASA's opinion would

- 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 *tenderers* 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 *tenderers* or any other person.

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| Clarification of a tender | 14 | Obtain from a <i>tenderer</i> clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified. |
| Acceptance of tender | 15 | Notify PRASA's acceptance to the successful <i>tenderer</i> before the expiry of the <i>validity period</i> or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between PRASA and the successful <i>tenderer</i> . |
| Notice to unsuccessful tenderers | 16 | After the successful <i>tenderer</i> has acknowledged PRASA's notice of acceptance, notify other <i>tenderers</i> that their tenders have not been accepted, following PRASA's current procedures. |
| Prepare contract documents | 17 | Revise the contract documents issued by PRASA as part of the <i>tender documents</i> to take account of <ul style="list-style-type: none"> • Addenda issued during the tender period, • inclusion of some of the <i>tender returnable</i>, and • other revisions agreed between PRASA and the successful <i>tenderer</i>, before the issue of PRASA's notice of acceptance (of the tender). |
| Issue final contract | 18 | Issue the final contract documents to the successful <i>tenderer</i> for acceptance within one week of the date of PRASA's notice of acceptance. |
| Sign Form of Agreement | 19 | 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	20	Provide to the successful <i>tenderer</i> the number of copies stated in the
copies of the		Scope of work/ specification of the signed copy of the contracts within
contracts		three weeks of the date of PRASA's acceptance of the tender.

-The End-