



BID DESCRIPTION: REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR CONTROLLING OF VEGETATION BY MEANS OF CUTTING AND THE APPLICATION OF HERBICIDES FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR PRASA RAIL KZN REGION	 prasa <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
BID NUMBER: DBN/CAP(BAC)024/1	

Annexure 1

BID NUMBER: <i>DBN/CAP(BAC)024/1</i>
REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR CONTROLLING OF VEGETATION BY MEANS OF CUTTING AND THE APPLICATION OF HERBICIDES FOR PERIOD OF THIRTY-SIX (36) MONTHS FOR PRASA RAIL KZN REGION

CLOSING DATE	10 October 2023
CLOSING TIME	12:00
BRIEFING SESSION	COMPULSORY
	DATE: 20 September 2023
	TIME: 10H00
BID DOCUMENTS DELIVERY ADDRESS	PASSENGER RAIL AGENCY OF SOUTH AFRICA TENDER BOX NO.05 65 MASABALALA YENGWA AVENUE GREYVILLE DURBAN STATION ROOF LEVEL ENTRANCE
BIDDER NAME

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Disclaimer

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


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

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

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

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

Each recipient of this RFP agrees to keep confidential any information of a confidential nature which may be contained in the information provided (the "Confidential Information Provided"). The Confidential Information provided may be made available to Bidder's subcontractors, employees and professional advisers who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality) but shall not, either in the whole or in part, be copied, reproduced,

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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.

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- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP's closing date;
- Make no award at all;
- Validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to PRASA to do so;
- Request annual financial statements prepared and signed off by a professional accountant or other documentation for the purposes of a due diligence exercise; and/or
- Not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it.


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

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


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

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

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

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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.


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LIST OF BID DOCUMENTS

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

Draft Contract	Annexure 3
RFP CLARIFICATION FORM	Annexure 4

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2 ACRONYMS


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

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3 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.

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4 DEFINITIONS

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

- 5.1 “Accounting Authority” means the Board of PRASA;
- 5.2 “Contract” means the Contract to be entered between PRASA and the successful Bidder for the provision of the *services* procured in this RFP.
- 5.3 “Bid” means the Bid to the RFP submitted by Bidders;
- 5.4 “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;
- 5.5 “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;
- 5.6 “Black Equity” means the voting equity held by Black People from time to time;
- 5.7 “Black People” has the same meaning as ascribed to the Broad-Based Black Economic Empowerment Act, 2003, as amended .
- 5.8 “Black Woman” means African, Coloured and Indian South Africa Female citizen;
- 5.9 “Briefing Note” means any correspondence to Bidders issued by the PRASA;
- 5.10 “Business Day” means any day except a Saturday, Sunday or public holiday in South Africa;
- 5.11 “Bidders” means individuals, organisations or consortia that have been submitted responses to the RFP in respect of the tender;
- 5.12 “Consortium” means any group of persons or firms jointly submitting a Bid as Bid to this RFP and “Consortia” means more than one Consortium;
- 5.13 “Contractor” the successful Bidders who has signed a Contract with PRASA in terms of this RFP.
- 5.14 “Closing Date” means the closing date for submission of bids/ Proposals by Bidders which is **10 October 2023 @12H00**
- “Project” means this project for **APPOINTMENT OF A SERVICE PROVIDER FOR CONTROLLING OF VEGETATION BY MEANS OF CUTTING AND THE APPLICATION OF HERBICIDES FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR PRASA RAIL KZN REGION**
- 5.15 **FOR PRASA RAIL IN KZN REGION**
- 5.16 “RFP” means the Request for Proposals issued by PRASA for this tender; and

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


SECTION 1

NOTICE TO BIDDERS

1 INVITATION TO BID

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

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BID ADVERT	This RFP may be downloaded directly from National Treasury’s e-Tender Publication Portal at www.etenders.gov.za free of charge. With effect from 08 September 2023
ISSUE DATE	08 September 2023
COLLECTION DATE DEADLINE (not applicable)	
BRIEFING SESSION	COMPULSORY 20 September 2023 @10H00
CLOSING DATE	10 October 2023 @12H00 Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	90 Working Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.
CLOSING DATE FOR QUESTIONS	04 October 2023 @16H00

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CLOSING DATE FOR RESPONSES	06 October 2023@16H00
CONTACT PERSON	Nomfundo.Zantsi@prasa.com

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

2 FORMAL BRIEFING

A compulsory/non-compulsory pre-proposal RFP briefing will be conducted at PRASA RAIL KZN, 65 Masabalala Yengwa Avenue, Greyville, Durban Station on the **20 September 2023 @10H00**. [Respondents to provide own transportation and accommodation]. The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

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

2.2 Respondents failing to attend the compulsory RFP briefing may 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

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

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


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

4 PROPOSAL SUBMISSION OF RFP RESPONSE

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

The Secretariat

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Closing date and time:	10 OCTOBER 2023 @12H00
Closing address	PRASA RAIL KZN, 65 Masabalala Yengwa Avenue, Greyville, Durban Station, Roof Level Entrance

5 DELIVERY INSTRUCTION FOR RFP

Delivery of Bid

The Bid envelopes should be deposited in the **PRASA tender box No. 05** which is located at the main entrance of the PRASA HOUSE and should be addressed as follows:


THE SECRETARIAT
PRASA RAIL KZN
65 MASABALALA YENGWA AVENUE
GREYVILLE
DURBAN STATION

5.1 B-BBEE Joint Ventures or Consortiums

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

6 COMMUNICATION

- 6.1 For specific queries relating to this RFP during the RFP process, bidders are required to adhere strictly to the communication structure requirements. An RFP Clarification Form should be submitted to Nomfundo.Zantsi@prasa.com before or on **04 October 2023 @16H00**, substantially in the form set out in **Annexure 4** hereto.

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6.2 In the interest of fairness and transparency PRASA's response to such a query will be made available to the other Respondents who have attended a compulsory and a non-compulsory briefing session. For this purpose PRASA will communicate with Respondents using the contact details provided at the compulsory and a non-compulsory briefing session.

6.3 After the closing date of the RFP, a Respondent may only communicate in writing with the Bid Secretariat, at telephone number 031 8130138, email Nomfundo.Zantsi@prasa.com on any matter relating to its RFP Proposal.

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


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

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

- 7.6.1 Bid/Tender Description
- 7.6.2 Bid/Tender Reference Number
- 7.6.3 Closing date of Bid/Tender
- 7.6.4 Supplier Name;
- 7.6.5 Supplier Contact details
- 7.6.6 The detailed compliant

7 CONFIDENTIALITY

7.1 PRASA shall ensure all information related to this RFP is to be treated with strict confidence. In this regard Respondents / Bidders are required to certify that they have acquainted themselves with

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the Non-Disclosure Agreement All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge any information gleaned from provision of the Services , which is either directly or indirectly related to PRASA's business, written approval to divulge such information should be obtained from PRASA.

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

8 INSTRUCTIONS FOR COMPLETING THE RFP

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

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

Volume 1 (Envelop 1/Package 1)

- **Part A:** Mandatory Requirements Response


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

Volume 2 (Envelop 2/ Package 2)


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

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

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

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- 8.4 Bidders should ensure that their response to the RFP is in accordance with the structure of this document.
- 8.5 Where Bidders are required to sign forms they are required to do so using preferably black ink pen.
- 8.6 Any documents forming part of the original responses to RFP but which are not original in nature, should be certified as a true copy by a Commissioner of Oaths.
- 8.7 Each response to RFP must be in English and submitted in A4 format, except other graphic illustrations, which may not exceed A3 format, unless the contrary is specifically allowed for in this RFP. Responses to RFP should be neatly and functionally bound, preferably according to their different sections.
- 8.8 The original responses to RFP must be signed by a person duly authorized by each consortium member and Subcontractor to sign on their behalf, which authorization must form part of the responses to RFP as proof of authorization. By signing the responses to RFP the signatory warrants that all information supplied by it in its responses to RFP is true and correct and that the responses to RFP and each party whom the responses to RFP signatory represents, considers themselves subject to and bound by the terms and conditions of this RFP.
- 8.9 The responses to RFP formulation should be clear and concise and follow a clear methodology which responses to RFP should explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- 8.10 Responses to RFP must provide sufficient information and detail in order to enable PRASA to evaluate the responses to RFP, but should not provide unnecessary detail which does not add value and detracts from the ability of PRASA to effectively evaluate and understand the responses to RFP. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.
- 8.11 Information submitted as part of a responses to RFP should as far as possible, be orderly according to the order of the required information requested by PRASA. All pages should be consecutively numbered.
- 8.12 Responses to RFP should ensure that each requirement contained in the RFP is succinctly addressed. Responses to RFP should as far as possible use the terms and definitions

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applied in this RFP and should clearly indicate its interpretation of any differing terminology applied.

- 8.13 Response to RFP documents are to be submitted to the address specified in this RFP, and Bidders should ensure that the original and copies (where applicable) are identical in all respects as PRASA will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document.
- 8.14 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 8.15 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 16 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.
- 8.16 Bidders are required to review the Contract. Bidders may further amend and or delete any part of the Draft Contract where they deem fit to do so. Where Bidders have amended and or deleted any part of the Contract, it must be clearly visible by using track changes and must ensure that the disc copy of their bid submission for the Draft Contract is in word version and not password protected. **It must be noted that the marked up Contract will form part of contract negotiations processes with the preferred bidder.**

9 RFP TIMETABLE

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

RFP PROCESS	MILESTONE DATES
Bid issue date	08 September 2023
Briefing Session for Bidders	20 September 2023 @10H00
Closing date for Questions	04 October 2023 @16H00
Closing date for Responses	06 October 2023 @16H00
Closing Date for Submission of final Bid	10 October 2023 @12H00

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Evaluation of Proposals (Bidders note that PRASA may call for Presentation of bidders offers at any stage of the evaluation process)	TBA
Appointment of the successful Bidder	TBA
Contract Negotiations	TBA
Signing of Contract	TBA
Contract Commencement	TBA

10 LEGAL COMPLIANCE


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

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

11 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za>. Respondents are required to provide the following to PRASA in order to enable it to verify information on the CSD:

Supplier Number: _____ **Unique registration reference number:** _____.

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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 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:_____.

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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.

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SECTION 2

BACKGROUND OVERVIEW AND SCOPE REQUIREMENTS

1 INTRODUCTION AND BACKGROUND

Passenger Rail Agency of South Africa ("PRASA") has identified the need to appoint a service provider for CONTROLLING OF VEGETATION BY MEANS OF CUTTING AND THE APPLICATION OF HERBICIDES

OVERVIEW


Due to geographical location of the rail network vegetation within the rail service grows at an alarming rate all year round. Failing to control the vegetation within the area has a major impact on the rail operations. Overgrown vegetation can impact on the safety of train movement by means of obscuring the signals (can lead to SPADS) , covering the track(obscuring the line),obscuring level crossings (run overs) and some instances coming into contact with OHTE (hookups). Criminal elements take full advantage of the overgrown vegetation as it assists in theft and vandalism because PRASA security personnel are unable to detect them.

PRASA has identified the need to appoint a service provider for on and off-Track Vegetation Control and Spraying with chemical herbicides. Due to bad conditions along the railway lines overgrown vegetation, grass cutting and spraying with chemical herbicides it supposed to be done frequently for safe running of trains and the safety of our commuters and personnel when they are working (during maintenance, shunting, patrolling and inspections) and to prevent the spads, to comply with OHS Act 85 of 1993.

Therefore it is of importance to have period contract in place for on and off Track Vegetation Control and Spraying with chemical herbicides to ensure that PRASA complies with OHS Act 85 of 1993 and ensuring that signals are not blocked by vegetation and to prevent spads(signal passed at danger) and accidents.

PRASA must receive reduced cost of acquisition and improved service benefits resulting from the Service Provider's economies of scale and streamlined service processes.

- 1.1 PRASA must achieve appropriate availability that meets user needs while reducing costs for both PRASA and the chosen Service Provider(s).
- 1.2 PRASA must receive proactive improvements from the Service Provider with respect to provision of Services and related processes.

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- 1.3 PRASA's overall competitive advantage must be strengthened by the chosen Service Provider's leading edge technology and service delivery systems.
- 1.4 PRASA end users must be able to rely on the chosen Service Provider's personnel for service enquiries, recommendations and substitutions.
- 1.5 PRASA must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

2 KEY OBJECTIVES OF THE RFP

This RFP has been prepared for the following purposes:


- 2.1 **TO SET OUT THE RULES OF PARTICIPATION IN THE BID PROCESS REFERRED TO IN THIS RFP.**
- 2.2 **TO DISSEMINATE INFORMATION ON THE PROJECT CONTEMPLATED IN THIS RFP.**
- 2.3 **TO GIVE GUIDANCE TO BIDDERS ON THE PREPARATION OF THEIR RFP BIDS.**
- 2.4 **TO GATHER INFORMATION FROM BIDDERS THAT IS VERIFIABLE AND CAN BE EVALUATED FOR THE PURPOSES OF APPOINTING A SUCCESSFUL BIDDER.**
- 2.5 **TO ENABLE PRASA TO SELECT A SUCCESSFUL BIDDER THAT IS:**
 - a) technically qualified and meet the empowerment criteria described in this RFP;
 - b) Carry all the obligations of the Contract.

3 SCOPE OF WORK

3.1 DESIRED OUTCOMESS FOR CARRYING OUT THE PROPOSED PROJECT.

The key objectives of this contract:

This "Contract" will ensure the safety of PRASA assets, employees and commuters and will prevent, unnecessary delays, injuries, accidents and spads.

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3.2 PROJECT BENEFITS TO PRASA

PRASA having this contract in place will ensure safety and effective operation.

- This contract will also minimize injuries and accidents PRASA employees will not be exposed to hazardous environment outside due to vegetation overgrowth.

3.3 EXTENT AND COVERAGE OF THE PROPOSED PROJECT

This project will cover the following areas:

- This contract will cover the control of vegetation within the rail reserve and geographic area of PRASA KZN- Region which consists of 365 km of track.

4. SCOPE OF WORK AND AREAS OF FOCUS

4.1 SCOPE OF DESIRED SOLUTION

This contract covers the control of vegetation by means of cutting and application of chemical herbicides (portable and/or other approved equipment or methods) growing on PRASA KZN property in the geographical region controlled by the Engineer, to the extent that area(s) treated chemically or otherwise in terms of this contract are rendered, and maintained, free of obstructing vegetation as defined, for the periods specified herein.

4.2 TARGETED AREA BY THIS PROJECT

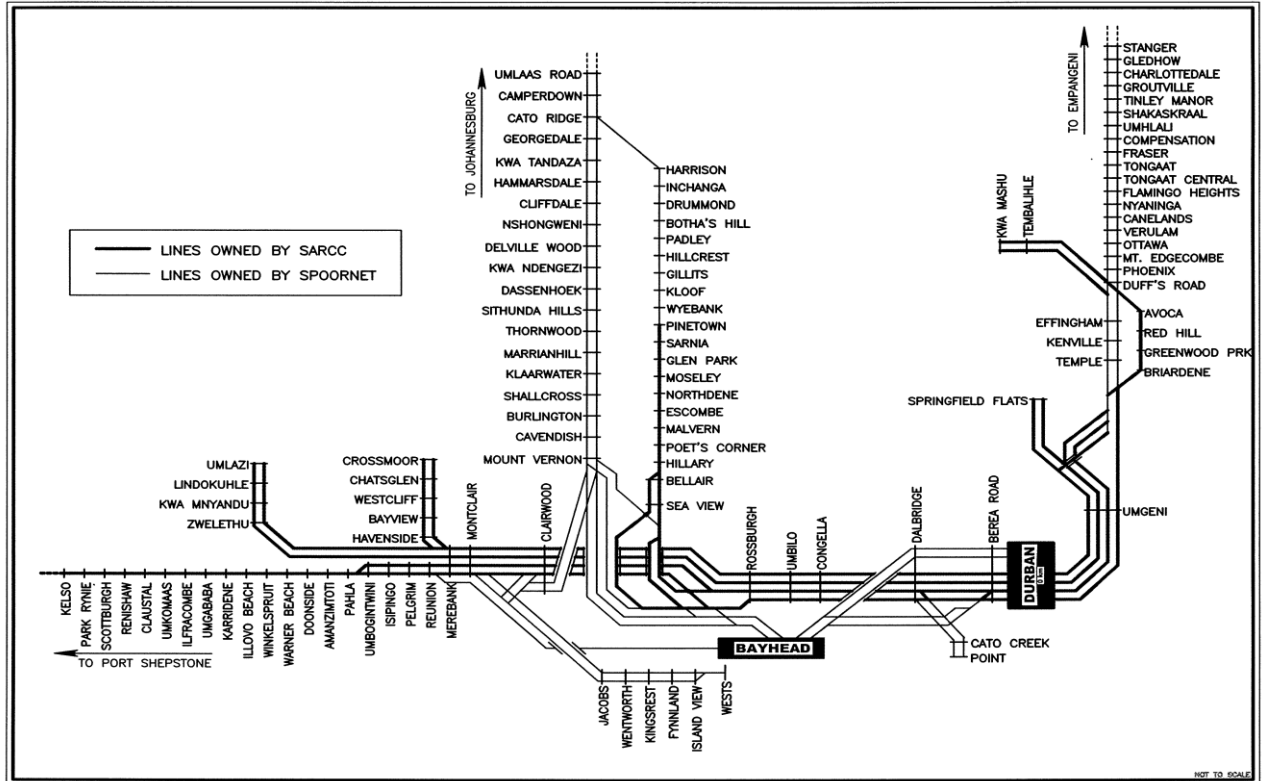
All tracks and rail reserve operated and maintained by PRASA KZN region.

Map of KZN Region as below;

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LIST OF SECTIONS/LOCATIONS WITHIN KZN REGION

Sections are within a maximum, travelling distance of 80 km from Durban central.

SECTIONS	
1	DURBAN TO KELSO (82km)
2	ROSSBURGH TO PINETOWN (20.4km)
3	MEREBANK TO CROSSMOOR (13.34km)
4	REUNION TO UMLAZI (10.82km)
5	DURBAN TO KWA MASHU (via Greenwood Park line) (19.29km)
6	DUFF'S ROAD TO BRIDGE CITY (3.02km)
7	UMGENI TO SPRINGFIELD (3.877KM)

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4.2.1 PICTORIALS



Picture Indicating vegetation along the track



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4.3. SCOPE OF WORK FOR THIS PROJECT

This contract covers the control of vegetation by means of cutting and application of chemical herbicides (portable and/or other approved equipment or methods) growing on PRASA KZN property in the geographical region controlled by the Engineer, to the extent that area(s) treated chemically or otherwise in terms of this contract are rendered, and maintained, free of obstructing vegetation as defined, for the periods specified herein. The performance due by the Contractor shall include any other work arising out of or incidental to the above or required from the Contractor for the proper completion of the WORKS in accordance with the true meaning and intent of the contract documents. The Contractor shall obtain his/her own information regarding species, occurrence, and extent of vegetation to be controlled to comply with the required standards.

4.3.1 FORM OF CONTRACT

The standard PRASA GCC contract agreement will be used.

4.3.2 COMPLIANCE WITH STATUTES


4.3.2.1 The Contractor's procedures for the procurement, storage, handling, transportation, application, and general use of chemicals shall comply with all applicable legislation, Codes of Practice and Local, Regional or Provincial Authorities, including but not restricted to:

- a) The Fertilizers, Farm Feeds, Agricultural Remedies and Stock Remedies Act (Act 36 of 1947) as amended.
- b) The Hazardous Substance Act (Act 15 of 1973) as amended.
- c) The Water Act (Act 54 of 1956) and the Water Amendment Act (Act 96 of 1984) (where applicable).
- d) The Environmental Conservation Act (Act 73 of 1989).
- e) SABS Code of Practice No. 0206-1985 "Safety procedures for the disposal of surplus pesticide and associated toxic waste".
- f) Conservation of Agricultural resources Act (Act 43 of 1983) as amended.
- g) Common law of nuisance.
- h) Mountain Catchment Area Act (Act 63 of 1970).
- j) The compensation for Occupational Injuries and Diseases Act (Act 130 of 1993).
- h) The Occupational Health and Safety Act (Act 85 of 1993)
- i) The National Veld and Forest Fire Act. Act 101 of 1998.

4.3.2.2 Where herbicide is to be used the Contractor shall ensure that this work be done in the presence and under the supervision of a **Pest Control Operator**, specialising in the field of industrial weed control. The Pest Control Operator must be registered in terms of the Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947, as amended.

5.1 STANDARD SPECIFICATIONS AND INSTRUCTIONS OF PRASA

- (i) The project specification
- (ii) The schedule of quantities

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- (iii) Drawings
- (iv) Specification for safety arrangements and procedural compliance with the Occupational Health and Safety Act: Act 85 of 1993.
- (v) General conditions of contract
- (vi) Specification for Works on, over, under or adjacent to Railway lines and near High Voltage Equipment, E7/1 (September 1999).


5.2. DOCUMENTS THAT MUST BE RETURNED AS PART OF THE TENDER EXCEPT THE SAFETY FILE

5.2.1 The following documents must be returned by the contractor as part of the tender submitted:

- The Health & Safety Programme must only be submitted by the awarded contractor.
- As per clause 6 of the E.4E, the Contractor is responsible for the development of and adherence to a health and safety programme as detailed below:

5.2.2 The Contractor shall, submit a Health and Safety Programme setting out the practical arrangements and procedures to be implemented by him/her to ensure compliance by him/her with the Act and Regulations and particularly in respect of: -

- The provision, as far as is reasonably practical, of a working environment that is safe and without risk to the health of his/her employees and subcontractors in terms of section 8 of the Act,
- The execution of the contract work in such a manner as to ensure in terms of section 9 of the Act that persons other than those in the Contractor's employment, who may be directly affected by the contract work are not thereby exposed to hazards to their health and safety,
- Ensuring, as far as is reasonably practical, in terms of section 37 of the Act that no employee or subcontractor of the Contractor does or omits to do any act which would be an offence for the Contractor to do or omit to do.

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5.2.3 The Contractor's Health and Safety Programme shall be based on a risk analysis in respect of the hazards to health and safety of his/her employees and other persons under their control, that are associated with or directly affected by the Contractor's activities in performing the contract work and shall establish precautionary measures as are reasonable and practical in protecting the safety and health of such employees and persons.

5.2.4 The Health and Safety Programme shall include full particulars in respect of: -

- The Safety management structure to be instituted on site or place of work and the names of the Contractor's health and safety representatives and members of safety committees where applicable.
- The safe working methods and procedures to be implemented to ensure the work is performed in compliance with the Act and Regulations.
- The safety equipment, devices and clothing to be made available by the Contractor to his/her employees.
- The site access control measures pertaining to health and safety to be implemented, excluding.
- The arrangements in respect of communication of health and safety related matters and incidents between the Contractor, his/her employees, subcontractors, and the Technical Officer with reference to the reporting of incidents in compliance with Section 24 and General Administrative Regulation 6 of the Act and with the pertinent clause of the General Conditions of Contract forming part of the Contract and,
- The introduction of control measures for ensuring that the Safety Programme is maintained and monitored for the duration of the Contract.


5.2.5 The Health and Safety programme shall be subject to the Technical Officer's agreement, and he/she may, in consultation with the Contractor, order that additional and/or supplementary practical arrangements and procedures be implemented and maintained by the Contractor, or that different working methods or safety equipment be used, or safety clothes be issued which, compliance by the Contractor with his/her obligations as an employer in terms of the Act and Regulations. The Technical Officer or his/her deputy shall be allowed to attend meetings of the Contractor's safety committee as an observer.

5.2.6 Proof of Registration with Compensation Commissioner

The Contractor shall submit proof of registration and good standing with the Compensation Commissioner (letter of good standing), in terms of Act 130 of 1993.

5.2.7 Method Statement

The Contractor shall submit, with his/her tender, a detailed method statement indicating the method or process the contractor will use to complete the works. Mention will have to be made of the machinery, tools, equipment, and personnel with qualifications that the contractor intends using for each stage of the works.

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5.2.7.1 Failure to provide these documents with the tender submitted will render the tender incomplete and the tender will therefore not be considered for award of business.

5.3 VEGETATION CONTROL PROGRAMME

The Contractor shall, within two weeks of the date of written notification of acceptance of his/her tender, submit a detailed programme of work in the form of a bar chart, or other means acceptable to the Technical Officer, showing, inter alia, the duration, expected occupation or work permit dates and the starting and completion dates of each major activity in the Contract. Where the activity is ongoing and not of a once-off nature the proposed weekly production rate shall be indicated. Failure to submit the construction programme on time will result in the cancellation of the contract.

5.4 DURATION OF THE CONTRACT

The work provides for the control of vegetation for a period of thirty six (36) months commencing on the date of notification of acceptance of tender with PRASA.


5.5 TO BE PROVIDED BY PRASA

PRASA KZN will provide the following services free of charge where required:

- Inspections of the areas of work by motor trolley may be arranged with the Technical Officer but will have to coincide with normal track inspections carried out by the inspection /technical staff of the Perway Depot. The Technical Officer shall be given timeous notice (2 calendar weeks) of the Contractor's intention to inspect.

5.6 TO BE PROVIDED BY THE CONTRACTOR

- In addition to all labour materials, plant, equipment, and incidentals needed to complete the work, the Contractor shall provide all accommodation and toilet facilities for his/her employees.
- The Contractor shall provide all Supervision and Labour necessary for the proper execution and completion of the WORKS. The Contractor shall provide 4 teams, each team shall have (10 Labourers and 1 Supervisor).
- The Contractor shall make extensive use of labour of the local communities. When called upon by the Engineer, the Contractor shall provide documentary proof in this regard.
- The Contractor shall provide safe and secure storage facilities for all herbicides or chemicals brought onto and in use on the site. Such facilities shall be capable of ensuring that unauthorized persons or animals cannot gain access to such chemicals.
- The Contractor shall provide at his/her own cost any security measures he/she may deem necessary for safe and effective execution of the work within the contract area.

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- The Contractor shall provide the necessary proper railway Protection consist of 4 supervisors with valid train working rules and category C certificate and 8 qualified Flagmen with valid train working rules his/her personnel at the working site/s.

5.7 SITE

The location and extent of the site is various localities within the PRASA KZN Region and will be pointed out during the site inspection. Access to the site is by public roads as well as by the service roads along the railway line. The Contractor must acquaint himself with the available access to the site and the condition of the roads during the site inspection. PRASA will not be liable to ensure all weather passage on the service roads. No housing of employees of the Contractor will be allowed on the property of the PRASA and the Contractor shall make his own arrangements for the housing of his/her employees.

5.8 SITE SERVICES

The Contractor shall make his/her own arrangements for the supply of water (for all purposes), light, power, sanitation, and telephones, as required on the site.

5.9 SERVICES


The Contractor shall take all reasonable precautions to protect existing services during his/her activities on the site, and any known service damaged as result of the Contractor's operations, shall be repaired, and reinstated by the Contractor or the Authority concerned, all at the expense of the Contractor and to the satisfaction of the Engineer. If a known service is damaged, the Engineer must be notified immediately and all work on site must stop until the extent of the damage is quantified.

5.10 HOURS OF WORK

- No work will be permitted outside normal working hours, on Sundays, Saturdays, and Public Holidays, unless required to do so. Permission must be obtained from the Engineer in writing prior to carry out work on weekends and public holidays.
- Permission will only be granted to suit occupation periods granted or in other exceptional circumstances and under such conditions the Engineer may decide.
- Normal working hours shall mean the period from 08:30 to 15:30 on normal weekdays.
- Weekends and Public holidays working hours shall mean the period from 08:00 to 17:00.

5.11 OCCUPATIONS AND WORK PERMITS

Occupations/work permits will normally be granted from 08:30 to 15:30 on weekdays. The Contractor shall apply for occupations/work permits, or "work between trains permits" 21 days in advance. Late applications will not be considered.

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5.12 PENALTIES FOR ILLEGAL OCCUPATION

The Contractor is not allowed to work on site without an occupation notice or the required protection. Should the Contractor perform any work on site, without an occupation notice or without the required protection, then the Contractor shall pay to PRASA KZN, a penalty of R10, 000.00 (Ten Thousand Rand). Any repeats of this transgression will result in the contract being cancelled/terminated.

5.13 INFORMATION TO BE PROVIDED WITH TENDER

The tenderer shall submit the following information at the time of tendering:

- Full description of the plant and methods of control to be used by him/her for all aspects of the work required to ensure performance as specified.
- An undertaking that all spraying equipment will be ready for operation and that the spraying can commence timeously, to comply with requirements of the contract.
- A list of registered products to be used in the work, supported by specimen labels, indicating:
 - Trade name
 - Generic name
 - Registration Number
 - Ingredients (type and content) as shown on the label.
 - Application rates
 - The Engineer approval shall first be obtained for use of other herbicides.

5.13.1 A description of the methods to be used for general vegetation control must be provided. This must include the description and rate of application of chemicals, design mixtures, the precautions to be taken to prevent damage of adjacent vegetation, the type and method of use of the proposed equipment and any other relevant information.


5.13.2 The description and rates of application submitted shall serve as the minimum basis for estimating performance and vegetation control by the Contractor. The herbicides so specified shall be used as the basis for evaluating the efficacy of the Contractor's proposed method of work.

5.13.3 The Contractor shall not depart from the minimum material usage tendered, without approval from the Technical Officer.

5.13.4 A copy of the certificate issued by the Department of Agriculture to certify that the tenderer or his/her representative is a pest control operator (Industrial Vegetation and Noxious Weeds/Weed control) in terms of Act 36 of 1947, as stipulated under clause 6.4.3, must be submitted

5.14 SITE MEETINGS

Site liaison meetings will be arranged by the Engineer as necessary. The Contractor or his/her duly authorized representative shall be available when called upon to attend site meetings with the Engineer or his/her representative.

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5.15 SITE BOOKS

- The Contractor shall provide a site instruction book and a daily diary at the site as directed by the Technical Officer for the duration of the contract.
- The site instruction book shall only be used by the Technical Officer or his/her deputy and will be used for the issuing of instructions to the Contractor.
- The Contractor shall complete the daily diary and a detailed description of the work done shall be recorded daily. Neither of the books shall be removed from the site without the permission of the Technical Officer or his/her deputy.

5.16 LABOUR AND PLANT RETURN

Labour and plant returns are required to be submitted weekly by the contractor to the Engineering giving the following information:

- All labour engaged on the site for each working day.
- All plant engaged on site for each working day.
- Progress in (%) percent.

5.17 INSURANCE

The contractor will be responsible for ALL RISK INSURANCE of the works. ALL RISK INSURANCE will cover and not be limited to all construction, public liability, debris removal, off-site storage, SASRIA and theft.

6. TECHNICAL SPECIFICATIONS RELATED TO THE PROJECT

TECHNICAL SPECIFICATIONS RELATED TO THE PROJECT


6.1 SCOPE

6.1.1 The scope of the work covers the control of all vegetation within the rail reserve and geographic area controlled by the Regional Engineer Perway

6.1.2 Certain protected plant species and desirable plants are not to be controlled or removed and this plant material must be identified by the contractor prior to the start of his/her program.

6.1.3 This part covers the techniques, types and use of spraying equipment, required standards of workmanship, inspections, measurement, payment, and acceptability of the works in respect of the control of vegetation required in terms of the contract.

6.1.4 The essence of the contract is that PRASA KZN requires vegetation to be brought under control and maintained at a certain standard as specified, for the duration of the contract period.

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6.1.5 The ways and means by which the above-mentioned results are obtained are the responsibility of the Contractor. PRASA KZN, however, shall have the right to monitor the materials and activities of the Contractor to ascertain that all procedures and herbicidal applications are in accordance with his/her tender, the relevant legislation and are conducive to the achievement of long-term control of vegetation. Such right of monitoring shall be entirely without prejudice to PRASA KZN and shall in no way relieve the Contractor of his/her responsibility for satisfactory control of vegetation.

6.1.6 Failure to comply with the minimum performance proposed by the Contractor in his/her tender may form the basis for non-payment for work done, pending the achievement of control as defined and/or termination or cancellation of the contract.

6.2 DEFINITIONS

6.2.1 ENGINEER means the Regional Perway Engineer, PRASA KZN. The Engineer shall be the Project Manager referred to in clause 1.1 of the GCC document.


6.2.2 CONTROL

6.2.2.1 Control for off track is achieved when.

- Woody and certain plant material, i.e., trees, bush, declared weed, declared invader plants and reeds, has been cut back to a height of 0.10 metres and that the remaining stumps and growth cease to exist as living organisms or entities,
- Grasses to be cut back to a height of 0.10 meters this must be ongoing to achieve the desired result.
- No new growth, such as seedlings or saplings, of woody plant material and reeds, of any height, occur,
- Plant material, other than woody / herbaceous plant material and reeds stipulated above, remains alive,
- All cut, dead or dry remains of any vegetation within the treated area are to be mulched (mechanically) and spread evenly over the treated area.
- In areas where machinery used for mulching cannot be utilised then all cut, dead or dry remains of any vegetation must be cut up manually (pieces not to be bigger than 150mm in size) and spread evenly over the treated area.
- All branches of plants/trees, outside the area to be controlled, which protrude or hang over into the area to be controlled, are removed.

6.2.2.2 Control for on track is achieved when all existing or potential growth of vegetation is permanently impaired or destroyed by the application and effects of chemical herbicides, to the extent that:

- The constituent parts of all plants occurring within the area of treatment (worklots) cease to exist as living organisms or entities; and
- the development of new growth of plants from dormant seeds is effectively counteracted or suppressed, for at least the growing season of the year in question; and area to be free of all treated vegetation.

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6.2.2.3 Control constitutes a process or situation where the destruction of vegetation on treated areas occurs on an on-going basis and not only at the time of measurement and payment inspections.

6.2.2.4 Declared weeds means category 1 plants and declared invader plants means category 2 and 3 plants proclaimed under the Conservation of Agricultural Resources Act, Act No. 43 of 1983, including amendments (GN Regulation 1048 of 25/05/1984 amended by GN Regulation 280 of 30/03/2001) thereto.

6.2.3 WORK AREA

Consists of the following: - Off track

6.2.2.1 VERGES (VL/VR)

Verges constitute between two (2), five (5), seven (7) and ten (10) meter wide strips commencing three (3) meters from the centre line of the track, and extending to a point five (5), eight (8), ten (10) and thirteen (13) meters from the centre line of the railway track over the full kilometre distance as measured along the railway track and as given in the annexures attached hereto.

The verges shall be known as either Verge Left (VL) or Verge Right (VR) dependent upon which side of the railway track they are on when viewed from the observation point of facing the direction of increasing kilometres along the railway track.


For this contract the work will be measured in worklots equal to 1000 m² and 2500m² (2m and 5m wide by 500m long). The work to be done will be subdivided into sections as stipulated in the Schedule of Prices.

6.2.2.2 COMPLETE AREA (CAL/CAR)

Complete area shall constitute the full area from between opposite boundary lines as measured along the railway line with the exclusion of a six (6) meter wide strip along the length of the railway line. Complete areas constitute the full area between the boundary fence line of the railway reserve and a point three (3) meters from the centre line of the railway track over the full kilometre distance as measured along the railway track and as given in the annexures attached hereto.

Complete areas shall be known as either Complete Area Left (CAL) or Complete Area Right (CAR) dependent upon which side of the railway track they are on when viewed from the observation point of facing the direction of increasing kilometres along the railway track.

For this contract the work will be measured in worklots for every 500m, thus the area will vary. The work to be done will be subdivided into sections as stipulated in the Schedule of Prices.

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6.2.2.3 SERVICE ROADS

A service road is a gravel sandy strip that runs parallel to the railway lines and will be measured along the railway line and by a five (5) meter wide strip. In some areas the width will vary but the maximum width will be five (5) meters.

6.2.4 WORKLOTS

6.2.4.1 A worklot for open lines is the area of a particular spraying operation based on track lengths of 500 metre (½ kilometre) in respect of which the contractor shall control vegetation.

- (a) the case of either verges left or right, the worklot shall be a 1.70-metre-wide strip over any one 500 metre (½ kilometre) track distance, i.e. 850m² (Cut 1.7m wide strip 3 times per annum and spray with herbicides 6 times per annum)
- (b) the case of cess, the worklot shall be a 1.40- and 2.40-metre-wide strip over any one 500 metre (½ kilometre) track distance, i.e. 700 and 1200 m². (Cut 1.4m wide strip 3 times per annum. 1.4m< and <2.4m cut and spray with herbicides 6 times per annum)
- (c) In the cases of areas outside the above mentioned (station approaches, flyovers, areas between lines) these will be measured separately length x breadth of the area. The Technical Officer will identify these areas with the site inspection. (Cut and spray with herbicides 6 times per annum)
- (d) Single lines and multiple tracks may constitute a combination of items (a), (b) or (c) and the Contractor will be advised as to what worklots are to be sprayed over which sections. Each worklot will be inspected and evaluated separately.


6.2.4.2 Yards, stations, and loops:

A worklot in yards is any area of 300m², in respect of which the Contractor shall control vegetation. Yards and loops start at the clearance mark of the facing points. (Cut and spray with herbicides 8 times per annum)

The method of measurement of these areas shall be agreed by the Technical Office and the Contractor immediately after award of Contract.

6.3 METHOD OF VEGETATION CONTROL (Off Track)

6.3.1 The Contractor's methods and program shall provide rapid and effective control in all areas. Techniques, programming, and chemicals employed shall therefore be directed at this aim. The Contractor shall carry out immediate action to control growth in all instances where rapid and effective control is not achieved during any period of the contract.

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6.3.2 Plant material, other than woody material and reeds stipulated in clause 6.2.2, such as grasses and herbaceous plants are to remain alive to prevent soil erosion.

6.3.3 Burning and hoeing (“Scoffling”), of plant material will not be allowed as a method of control. Herbicides, which act as a scorching agent (e.g. with Paraquat or similar active ingredients) shall not be used.

6.3.4 Any deviation from the method of work submitted as per clause 6.3.1 by the Contractor shall be subject to the approval of the Technical Officer.

6.3.5 Where plant material, stipulated in clause 6.1.2 and 6.3.2, is severely damaged or destroyed due to negligence on the part of the Contractor, the Contractor shall be held responsible for the full reinstatement thereof.

6.4 METHOD OF VEGETATION CONTROL (On Track)

6.4.1 The Contractor’s methods and program shall provide rapid and effective control in all areas, but particularly shunting yards, approaches to stations (additional areas) and areas between the tracks that are far apart e.g., section between Briaderne station to Pilgrim station (additional areas). Techniques, programming, and chemicals employed shall therefore be directed at this aim. The Contractor shall carry out immediate treatment of growth in all instances where rapid and effective control is not achieved during any period of the contract.

6.4.2 Where a chemical approach to vegetation control is adopted, hoeing (scoffel) will not be allowed as method of achieving control. Herbicides which act as a scorching agent (e.g., with Paraquat or similar active ingredient) are incapable of meeting the definition of control and shall not be used. Scorching of canopy growth only shall not constitute control of vegetation as defined.

6.4.3 The type of herbicides and the methods of application to be employed are as specified by the Contractor per Part A and are subject to the approval of, and monitoring by the Technical Officer.

Application methods shall, however, be entirely in accordance with the manufacturer’s specifications and recommendations for safe and effective use of the herbicides or herbicide mixtures concerned.


6.4.4 Any deviation from the method of work submitted as per clause 6.3.1 by the Contractor shall be subject to the approval of the Technical Officer.

6.4.5 ON TRACK SPRAYING MODEL

See Annexure

6.5 STANDARDS OF WORKMANSHIP

6.5.1 Plant material, other than woody plant material and reeds, must be alive.

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6.5.1.2 Cut woody plant material, i.e. trees, bush, noxious weed and plant invaders, as well as reeds must cease to exist.

6.5.2 OVERALL CONTROL

6.5.2.1 The standard control of vegetation shall be 100%. This measurement will be applicable for each inspection carried out during the term of the contract.

6.5.2.2 Failure by the Contractor to achieve the standard of “Overall Control” shall enable the Project Manager to terminate the Contract in terms of GCC Clause 25.

6.6 PROGRAMME OF WORK

6.6.1 The Contractor shall undertake the planning and programming of the entire vegetation control operation and shall submit to the Technical Officer for approval full particulars thereof within 2 weeks from the date of notification by PRASA KZN.

6.6.1.1 PRASA KZN requires that the initial works be completed within 4 months from the date of notification by PRASA KZN.

6.6.2 The particulars to be provided in respect of the Contractor’s vegetation control program shall include but not be limited to the following:

6.6.2.1 An assessment, based on a proper site investigation of the nature and types of vegetation to be controlled in the contract area.


6.6.2.2 The appropriate methods and procedures to be implemented by him/her to achieve the standards of vegetation control required in terms of the contract.

6.6.2.3 The chemicals to be applied, design mixes, rates of application and the timing and number of applications.

6.6.2.4 The methods and procedures to be implemented in mixing of chemicals pertaining to health and safety, quality control, protection of third parties and security.

6.6.3 The Contractor shall conduct regular site investigations and monitoring procedures for the purpose of

- ascertaining factors that could influence the work.
- monitoring the standard of vegetation control achieved.
- identifying any damage or hazards which may have been caused by the vegetation control operation, and
- planning of timeous execution of remedial work where control is not being achieved.

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6.6.4 In addition to the annual program provided for in terms of 6.6.1, the Contractor shall submit weekly working programs to the Technical Officer, 7 days in advance of the next working week, indicating the specific areas where the Contractor will be working each day of the week. Failure by the Contractor to submit a daily program and/or deviating from it without notifying the Technical Officer, preventing him/her from monitoring the Contractor's performance, may result in payment for such work being withheld.

6.7 PERFORMANCE MONITORING AND EVALUATION

6.7.1 The Contractor shall always be responsible for supervision of the work and for follow-up inspections to monitor the successful control achieved over areas of completed application. He/she shall immediately take appropriate remedial action in areas where the specified standards of control are not achieved.

6.7.2 The Technical Officer or his/her deputy shall at any time during the operation carry out inspections of the Contractor's performance methods and procedures. He/she may at any time take samples of the chemicals applied and arrange for the testing thereof. Where test-samples fail to conform to the specifications the costs of testing will be recovered from the Contractor. The Technical Officer may order the Contractor to retreat entire sections where such chemicals were applied.

6.7.3 The Technical Officer or his/her deputy shall, during the contract period, carry out three official inspections of the work for the purpose of measuring progress and evaluating whether control, as defined, has been achieved.

The Technical Officer or his/her deputy will inform the Contractor 14 days in advance of the program of these inspections and will arrange the transport such, that adequate space and time is available for the purpose of the inspection.


The inspections shall be performed visually, and the Contractor shall be present or forfeit his/her right to dispute the measurements and evaluation of the Technical Officer or his/her deputy.

6.7.3.1 The first inspection will take place at or within 4 weeks after completion of the Contractor's initial program after 4 months and at which time control as described in 6.2.2 shall have been achieved.

6.7.3.2 The second inspection will take place at or within 2 weeks after 8 months from the date of notification by PRASA KZN and will be evaluated on the specified level of control as described in 6.2.2 (applicable for each 12month period).

6.7.3.3 The third and final inspection will be carried out at or within 2 weeks after 12 months from the date of notification by PRASA KZN and will be evaluated on the specified level of control as described in 6.2.2 (Applicable for each 12-month period).

6.7.3.4 During each of these inspections the area treated will be measured and evaluated. Any area, measured, which does not comply with the specified level of control, will be recorded as rejected work.

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6.7.4 The rejection of work that does not comply with the standard of control will be final and valid for that inspection.


The Contractor may contest the rejection by the Technical Officer or his/her deputy only at the time and place of rejection.

The rejection of work at a particular inspection shall remain final for that inspection for payment purposes, notwithstanding the fact that the Contractor may execute further remedial work in order to achieve control at further and final inspections.

6.7.5 In the case where the Technical Officer or his/her deputy and the Contractor fail to agree on rejected work, the rejected work shall be recorded as a “disputed work”. The Contractor shall prepare an appropriate record of all disputed work in order that such disputes may be resolved by way of the dispute’s resolution procedures stipulated in the General Conditions of Contract for Maintenance Works GCC.

6.7.6 The Project Manager reserves the right to forego any inspection by giving the Contractor written notice of his/her intention to do so. Should the Project Manager decide to forego any inspection, he/she would thereby indicate that he/she is satisfied with the standard of workmanship required for that specific inspection only. He/she would then make full payment to the Contractor to the value associated with that inspection.

The fact that the Project Manager may decide to forego any inspection at his/her discretion does not imply that further inspections would not be carried out. It only implies that for that inspection, the Project Manager is satisfied with the control achieved and will not penalise the Contractor for that inspection.

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6.8 REMEDIAL WORK

6.8.1 The Contractor shall carry out remedial work to all work where control has not been achieved, prior to the official inspections in terms of clause 5.6 taking place. Such remedial work shall include the removal of cut, dry or dead growth from the controlled work area.

6.8.2 The Technical Officer may, at any time after the first measurement order the Contractor to carry out remedial action, to commence within 2 weeks after being so ordered. Prior to the commencement of this proposed remedial action an envisaged remedial work program must be submitted to the Technical Officer for his/her approval. Failing to commence with remedial work the Technical Officer may arrange for such action to be carried out by others at the cost of the Contractor. These cost inclusive of protection will not be borne by Prasa KZN but that of the Contractor.

6.9 DAMAGE TO FAUNA AND FLORA

6.9.1 The Contractor shall always ensure that his/her employees exercise care and consideration for the fauna and flora within and adjacent to the area to be sprayed. The Contractor shall take the presence of drainage works within all areas of the contract scope into account and shall ensure that no water-borne movement of herbicides is possible.


6.9.2 The Contractor shall not apply any chemicals of an explosive, inflammable, highly volatile or corrosive nature, which may damage crop vegetation or property, or be hazardous to humans or animals. The Contractor shall assume full responsibility for the efficiency and safety of whatever chemicals are used.

6.9.3 Dumping or polluting of any kind will not be permitted. This stipulation is also applicable to the washing out of tanks and equipment containing harmful chemicals and pollutants.

- The Contractor shall institute and maintain procedures for the safe disposal of all chemicals and residual materials originating from the execution of the works.
- Containers and residual material shall not be disposed of on PRASA KZN property or as part of PRASA KZN refuse.
- All waste must be disposed of at an approved dump site and proof to be submitted to Engineer.

6.9.4 The Contractor shall take note of environmentally sensitive areas and shall plan and execute his/her work with the utmost care and responsibility.

6.9.5 Burning will not be allowed under any circumstances as a means of control. The making of fires, for whatever purpose, on PRASA KZN property is also strictly prohibited.

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6.10 MEASUREMENT AND PAYMENT

6.10.1 Payment will be based on the numbers of worklots treated as instructed by the Technical Officer and to which the Contractor successfully applied the vegetation control measures and has achieved the standard of control defined in clause 6.2.2.

6.10.2 No payment will be made for rejected work where control achieved does not meet the standards of control specified.

6.10.3 Measurement and payment for the work completed will be made in 3 stages as follows during the contract period:


6.10.3.1 The Contractor should be paid per section / location once completed, the Technical Officer or his/her deputy and the Contractor will measure and evaluate the work performed in terms of clause 6.7.3.1 (number of work lots treated) The Contractor will thereafter receive 50% payment per section of the rates tendered per annum for all work where control as specified has been achieved. But the Contractor must complete the entire region in 4 months which is the first cycle (per annum).

6.10.3.2 A second measurement and evaluation will be made concurrent with the second official inspection conducted in accordance with clause 6.7.3.2. The Contractor will thereafter receive payment at 25% of the rates tendered per annum for all work where control as specified has been achieved (per annum).

6.10.3.3 A third measurement and evaluation will be made concurrent with the third official inspection conducted in accordance with clause 6.7.3.3. The Contractor will thereafter receive payment at 25% of the rates tendered per annum for all work where control as specified has been achieved (per annum).


6.10.4 The rates and prices tendered in the Schedule of Prices are composite and shall be fully inclusive of all the Contractor costs in respect of establishment on site, labour, materials consumables, securities, Head Office overhead costs, the Contractor's profit, for all delay and consequential costs and for everything of whatever nature required of the Contractor for completion of the work included in the Contract.

6.10.5 All quantities are provisional, and verification will have to be done with the contractor and technical officer on site where necessary.

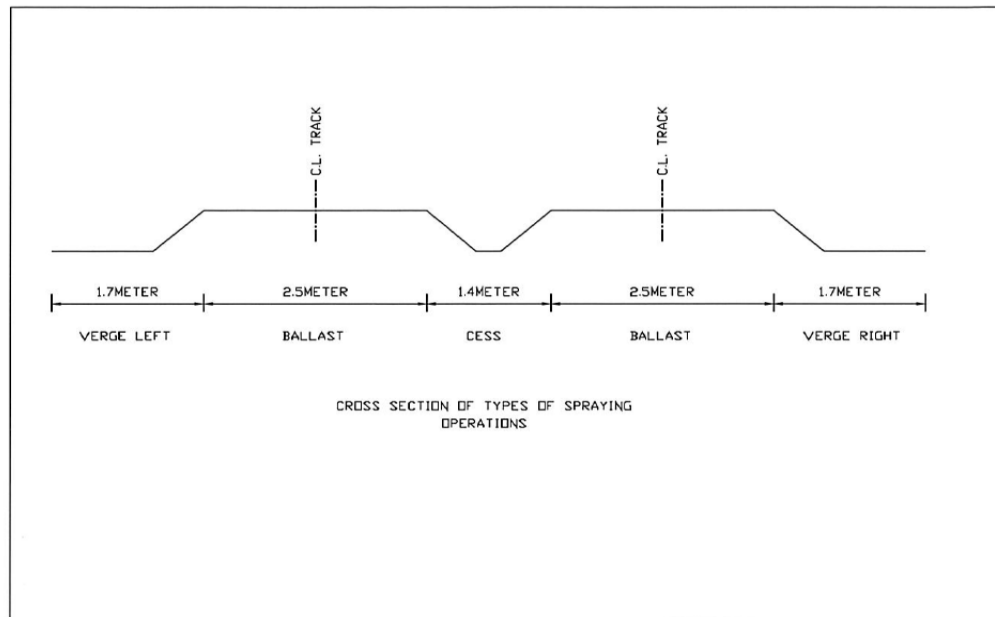
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PRASA KZN WEEDSPRAY - TRACK AREAS IN HECTARES (On Track)

LINE CODE	SECTION	KM	VL HA	VR HA	BALL. HA	CESS HA	LINES	YARD HA	TOTAL
QA	KELSO-UMBOGINTWINI	43.00	7.31	7.31	11.18	0.00	1	9.14	34.94
QB	UMBOGINTWINI-REUNION	8.54	2.05	2.05	4.44	0.70	2	4.15	13.39
QC	REUNION-CLAIRWOOD	7.59	5.16	5.16	7.89	0.00	4	2.50	20.71
QD	MEREBANK-CROSSMOOR	12.83	3.17	3.17	6.67	0.98	2	0.75	14.74
QE	REUNION-UMLAZI	10.37	2.51	2.51	5.39	0.84	2	1.14	12.39
QG	CLAIRWOOD-ROSSBURGH	0.93	0.63	0.63	0.97	0.00	4	0.00	2.23
UA	DURBAN-UMGENI	0.75	0.89	0.89	1.37	0.00	7	5.68	8.83
UB	BEREA RD-DURBAN	1.67	1.99	1.99	3.04	0.00	7	2.17	9.19
UC	CONGELLA-BEREA RD	2.24	2.28	2.28	3.49	0.00	6	0.36	8.41
UD	ROSSBURGH-CONGELLA	2.84	1.93	1.93	2.95	0.00	4	0.00	6.81
UE	ROSSBURGH-BELLAIR	4.12	0.89	0.89	2.14	0.42	2	0.21	4.55
UG	BELLAIR-PINETOWN	15.33	2.61	2.61	3.99	0.00	1	2.24	11.45
VA	DUFFS RD	0.54	0.09	0.09	0.14	0.00	1	0.26	0.58
VB	DUFFS RD-KWA MASHU	4.45	1.17	1.17	2.31	0.28	2	0.65	5.58
VH	DUFF'S ROAD - BRIDGE CITY	3.02	1.03	1.03	1.57	0.42	2	0.00	4.05
VC	UMGENI-DUFFS RD	9.89	1.68	1.68	2.57	0.00	1	0.18	6.11
VD	UMGENI	2.14	1.46	1.46	2.23	0.00	4	0.00	5.15
VE	DURBAN-UMGENI	2.42	1.65	1.65	2.52	0.00	4	12.31	18.13
QA	KELSO-UMBOGINTWINI	43.00	7.31	7.31	11.18	0.00	1	9.14	34.94
TOTAL		132.67	38.50	38.50	64.86	3.64		41.74	187.24

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ANNEXURE SPRAYING OPERATION ON-TRACK



BID DESCRIPTION: REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR CONTROLLING OF VEGETATION BY MEANS OF CUTTING AND THE APPLICATION OF HERBICIDES FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR PRASA RAIL KZN REGION	 prasa <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
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7 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.


7.1 EVALUATION AND SCORING METHODOLOGY

The evaluation of the Bids by the evaluation committees will be conducted at various levels. The following levels will be applied in the evaluation:

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

7.2 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

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following Evaluation Criteria depicted in Table 1 for the selection of the preferred bidder that shall execute construction work for the project.

EVALUATION CRITERIA	WEIGHTING
Stage 1 – Compliance	
Stage 1A	Mandatory Requirements
Stage 1B	Non-Mandatory Requirements
Stage 2	
Technical/Functional Requirements	Threshold of 70%
Stage 3	
Price	80
Specific Goals	20
TOTAL	100

Details of the stages outlined in table 1 above are presented in the following sections.

8 STAGE 1: COMPLIANCE REQUIREMENTS-


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

Stage 1A – Mandatory Requirements - (To be submitted in envelope 1)

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

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

No.	Description of requirement	
a)	Completion of ALL RFP documentation (includes ALL)	
b)	Briefing Session Form D. Bidders must also reflect on the Compulsory Briefing Session Attendance Register	
c)	Signed Joint Venture, Consortium Agreement or Partnering Agreement (if applicable)	
d)	Bidders to fill and sign the closing /submission register on submission of tender documents.	
e)	Four (4) Supervisors to supply the following documents. <ul style="list-style-type: none"> Track master certificate or train driver certificate with train working rules. Valid Category C green certificate 	

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No.	Description of requirement	
f)	Eight (8) Flagmen to supply following documents. <ul style="list-style-type: none"> Valid flagmen certificate for train protection 	
g)	A certificate issued by the Department of Agriculture (Farm Feeds Agricultural and Stock Remedies Act, Act 36 of 1947, as amended) specialising in the field of industrial weed control. <ul style="list-style-type: none"> Pest Control Operator certificate. 	

Stage 1B – Non Mandatory Requirements - (To be submitted in envelope 1)

If you do not submit/meet the following non- mandatory documents/requirements, PRASA may request the bidder to submit the information within five (5) working days.

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


STAGE 2: TECHNICAL / FUNCTIONALITY REQUIREMENTS - (To be submitted in envelope 1)-

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

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

ITEM	CRITERIA	WEIGHT
1.1	Organisational Experience	20
1.2	Methodology/ Plan & Resources available for this project (Plant)	20
	TOTAL	40


Technical Evaluation Criteria

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FUNCTIONAL EVALUATION CRITERIA

Details of the scoring methodology presented above are outlined in Table 4 below

CRITERIA	INDICATOR	WEIGHT (%)	SCORES
1.1 ORGANIZATIONAL EXPERIENCE	<p><i>(N.B. Provide for each successfully completed project/s in the following sequence:</i></p> <p><i>1. Copy of an appointment letter(s) or Reference Letter(s), description of the project, Client name, Client contact (i.e., email and office number), contract value inclusive of VAT.</i></p> <p><i>2. Attach completion certificate(s) or Reference Letter(s) signed by client or letter from the client confirming successful completion of the project.</i></p>	<p>20</p>	<p>Score will be based on successfully executed and completed similar projects in the control of vegetation within the rail network including the use of chemical herbicide in the last ten years from the presented details in the tender document.</p> <p>0 points 0 Similar Projects/non-submission/incomplete submission</p> <p>1 point for 1 Similar project</p> <p>2 points for 2 Similar projects</p> <p>3 points for 3 Similar projects</p> <p>4 points for 4 Similar projects</p> <p>5 points for 5 and above Similar projects</p>
1.2 PROJECT APPROACH AND METHODOLOGY	<p><i>(N.B. The project methodology must be in line with the scope of work. Identify the risks associated with the project activities and mitigation measures. Furthermore, clearly show risks and mitigation measures of working on the railway reserve)</i></p> <p><i>Elements: Identification of risks and mitigation, Tools and equipment, Mechanical: - Resources; frequency of cutting and procedure to achieve 100% control of vegetation, Chemical: - Resources; frequency of applying treatment and procedure of application of treatment to achieve 100% control of vegetation and environmental management</i></p>	<p>20</p>	<p>Score will be allocated as follows:</p> <p>0 points for no information provided.</p> <p>1 point 1 or less elements of the method statement</p> <p>2 points for 2 elements of the method statement.</p> <p>3 points for 3 elements of the method statement.</p> <p>4 points for 4 elements of the method statement.</p> <p>5 points for 5 or more elements of the method statement.</p>

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TOTAL	40		

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

STAGE 3: PRICING AND SPECIFIC GOALS - (To be submitted in envelope 2)

Bidders should provide their price proposal in envelope 2, which should include Form C (Financial Offer) and also provide proof of Specific Goals.

The following formula, shall be used by the Bid Evaluation Committee to allocate scores to the interested bidders :

The maximum points for this tender are allocated as follows:


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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

POINTS AWARDED FOR PRICE

THE 90/10 PREFERENCE POINT SYSTEMS

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

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80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

POINTS AWARDED FOR SPECIFIC GOALS

- 3.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 3.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
 - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
 then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.


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Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.


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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51% Black Owned	8	
Black Women Owned	3	
Black Youth Owned	3	
EME or QSE 51% Black Owned	3	
Black People Military Veterans	3	
TOTAL	20	

As per the Prasa Supply Chain Management Preferential Policy 2023 approved on 22nd February 2023, the specific goals must comply with acceptable forms of evidence.

This project goals and the acceptable evidence is reflected in the table below:

Specific Goals	Acceptable Evidence
51% Black Owned	CIPS Documents/ B-BBEE Certificate /Affidavit
Black Women Owned	Certified copy of ID documents of the Owners
Black Youth Owned	A Certified copy of ID documents of the Owners
EME or QSE 51% Black Owned	Audited Annual Financial /B-BBEE Certificate / Affidavit

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Black People Military Veterans	Certified Copy of ID Documents of the Owners and military ID Number/Document
---------------------------------------	--

9 VALIDITY PERIOD

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

10 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME-(N/A)

a. 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.

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 / 90/10.

12 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).

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13 FAIRNESS AND TRANSPARENCY

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


SECTION 3

PRICING AND DELIVERY SCHEDULE

Respondents are required to complete the Pricing Schedule/ BOQ **Annexure: 5** and Form C (Volume 2 /Envelop 2)

1 PRICING

- 1.1. Prices must be quoted in South African Rand, inclusive of all applicable taxes.
- 1.2. Price offer is firm and clearly indicate the basis thereof.
- 1.3. Pricing Bill of Quantity is completed in line with schedule if applicable.
- 1.4. Cost breakdown must be indicated.
- 1.5. Price escalation basis and formula must be indicated.
- 1.6. To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 1.7. Please note that should you have offered a discounted price(s), PRASA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- 1.8. Respondents are to note that if price offered by the highest scoring bidder is not market related, PRASA may not award the contract to the Respondent. PRASA may:
 - 1.8.1. negotiate a market-related price with the Respondent scoring the highest points or cancel the RFP;
 - 1.8.2. if that Respondent does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the second highest points or cancel the RFP; and

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- 1.8.3. if the Respondent scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Respondent scoring the third highest points or cancel the RFP.
- 1.8.4. If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFP.

2 DISCLOSURE OF PRICES QUOTED

Respondents are to note that, on award of business, PRASA is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Respondents inter alia on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za) , the other medium used to advertise the bid i.e CIDB as required per National Treasury Instruction Note 09 of 2022/2023.

3 PERFORMANCE AND BID BONDS


- 3.1. The preferred Bidder shall where applicable provide PRASA with a performance bond which shall be 10% of the value of the entire Project price offered and it shall be issued with 30 days of receipt of notice of appointment. The Performance Bond shall be valid for the Contract period. The format of the Performance Bond is attached as **Annexure 5**

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.]**

4 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.

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

5.3. PRASA reserves the right to request that any member of the Service provider's team involved on the PRASA account be replaced if deemed not to be adding value for PRASA.

5.4. The Service provider guarantees that it will achieve a 100% [hundred per cent] service level on the following measures:

- a) Random checks on compliance with quality/quantity/specifications
- b) On time delivery.

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

5.6. Failure of the Service provider to comply with stated service level requirements will give PRASA the right to cancel the contract in whole, without penalty to PRASA, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.


Acceptance of Service Levels:

YES	
-----	--

5 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.

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6 FINANCIAL STABILITY

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

SIGNED at _____ on this _____ day of _____ 20.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____


2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

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7 VALIDITY OF RETURNABLE DOCUMENTS

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

SIGNED at _____ on this _____ day of _____ 20.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____


2 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

BID DESCRIPTION: REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR CONTROLLING OF VEGETATION BY MEANS OF CUTTING AND THE APPLICATION OF HERBICIDES FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR PRASA RAIL KZN REGION	 prasa <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
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8 CERTIFICATE OF ACQUAINTANCE WITH RFP TERMS & CONDITIONS & APPLICABLE DOCUMENTS


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

1. PRASA's General Bid Conditions*
2. Standard RFP Terms and Conditions for the supply of Goods or Services or Works to PRASA

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

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

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

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BID NUMBER: DBN/CAP(BAC)024/1	

SIGNED at _____ on this _____ day of _____ 20.....

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES


1 _____

Name _____

SIGNATURE OF RESPONDENT'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

BID DESCRIPTION: REQUEST FOR PROPOSAL (RFP) FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR CONTROLLING OF VEGETATION BY MEANS OF CUTTING AND THE APPLICATION OF HERBICIDES FOR A PERIOD OF THIRTY-SIX (36) MONTHS FOR PRASA RAIL KZN REGION	 prasa <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
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9 GENERAL CONDITIONS

10.1 ALTERNATIVE BIDS

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

10.2 PRASA'S TENDER FORMS

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


10.3 PRECEDENT

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

10.4 RESPONSE TO RFP-CONFIDENTIALITY

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

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

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- PRASA shall confirm with the Bidder whether the raising of confidentiality applies to the entire response to the RFP or only specific elements or sections of the response;
- Where confidentiality is maintained by the Bidder and PRASA is of the opinion that the information or response to RFP if made publicly available would affect the commercial interests of the Bidder or is commercially sensitive information, PRASA shall not release such information to other Bidders if providing such information or response to the RFP would prejudice the competitiveness and transparency of the RFP Process;
- Where PRASA is of the opinion that information provided is not commercially sensitive or would have no impact on the commercial interests of the relevant Bidder if released and fairness and transparency requires that such information be released to all Bidders, PRASA may:
 - i. inform the relevant Bidder of the necessity to release such information and/or response to RFP and request the Bidder to consent to the release thereof by PRASA; or
 - ii. obtain legal advice regarding the confidentiality of the relevant information and/or response to RFP and the legal ability of PRASA to release such information; or
 - iii. refrain from releasing the information and/or response to RFP, in which event PRASA shall not take account of the contents of such information in the evaluation of the relevant response to RFP.


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

10.5 RESPONSE TO THE RFP – RFP DISQUALIFICATION

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

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

10.6 CORRUPTION, GIFTS AND PAYMENTS

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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.


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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 Bidding or with reasonable appreciation that, collusive any agreement, arrangement or understanding or any such like may result in or have the effect of collusive Bidding. The Bidder undertakes that in the process of the Bid but prior to PRASA awarding the Bid to a preferred bidder become involved in or be aware of or do or caused to be done any agreement, arrangement or understanding or any such like for the purpose of or which may result in or have the effect of a collusive Bid, the Bidder will notify PRASA of such any agreement, arrangement or understanding or any such like.; or
- offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing, or having caused to be done any act or omission in relation to the RFP Process or any proposed response to RFP (provided nothing contained in this paragraph shall prevent a response to RFP from paying any market-related commission or bonus to its employees or contractors within the agreed terms of their employment or contract).

10.11 CONSORTIUM CHANGES

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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


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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.

10 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 returnables</i> are deemed to be part of these Conditions of Tender. |
| | 4 | The Conditions of Tender and the Scope of work/ specification shall form part of any contract arising from this invitation to tender. |
| Communication | 5 | Each communication between PRASA and a <i>tenderer</i> shall be to or from PRASA's <i>Representative</i> only, and in a form that can be read, copied and recorded. Communication shall be in the English language. PRASA takes no responsibility for non-receipt of communications from or by a <i>tenderer</i> . |
| PRASA's rights to accept or reject any tender | 6 | PRASA may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. PRASA or |

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PRASA's *Representative* will not accept or incur any liability to a *tenderer* for such cancellation and rejection, but will give reasons for the action. PRASA reserves the right to accept the whole or any part of any tender.

- 7 After the cancellation of the tender process or the rejection of all tenders PRASA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time.

Tenderer's obligations


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

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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. |
| 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 |


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necessary apply for an extension to the *deadline for tender submission*, in order to take the Addenda into account.

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| 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 <i>conditions of contract</i> . |
| | 14 | State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Scope of work/ specification. The selected <i>conditions of contract</i> may provide for part payment in other currencies. |
| Alterations to documents | 15 | Not make any alterations or an addition to the tender documents, except to comply with instructions issued by PRASA's <i>Representative</i> or if necessary to correct errors made by the <i>tenderer</i> . All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like. |

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- 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 should be contained in Memory Cards clearly marked in the Bidders name as stated in the RFP and provide an English translation for documentation submitted in a language other than English. Tenders may not be written in pencil but must be completed in ink.**
- 21 Sign and initial the original and all copies of the tender where indicated. PRASA will hold the signatory duly authorised and liable on behalf of the *tenderer*.
- 22 Seal the original and each copy of the tender as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside PRASA's address and invitation to tender number stated in the Scope of work/ specification, **as well as the *tenderer's name and contact address***. Where the tender is based on a two envelop system tenderers should further indicate in the package whether the document is **envelope / box 1 or 2**.
- 23 Seal original and copies together in an outer package that states on the outside only PRASA's address and invitation to tender number as stated in the Scope of work/ specification. The outer package should be marked "CONFIDENTIAL"

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- 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</p> |

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will not be required or permitted to modify a tender, except to the extent PRASA may allow for the effects of inflation over the additional period.

Clarification of tender after submission

- 29 Provide clarification of a tender in response to a request to do so from PRASA's *Representative* during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by PRASA's *Representative* to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the *tenderer* as corrected by PRASA's *Representative* with the concurrence of the *tenderer*, shall be binding upon the *tenderer*

Submit bonds, policies etc.

- 30 If instructed by PRASA's *Representative* (before the formation of a contract), submit for PRASA's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful *tenderer* in terms of the *conditions of contract*.
- 31 Undertake to check the final draft of the contract provided by PRASA's *Representative*, and sign the Form of Agreement all within the time required.
- 32 Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent should be submitted with the tender.

Fulfil BEE requirements

- 33 Comply with PRASA's requirements regarding BBBEE Suppliers.

PRASA'S UNDERTAKINGS


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

Respond to clarification

- 1 Respond to a request for clarification received earlier than the *closing time for clarification of queries*. The response is notified to all *tenderers*.


Issue Addenda

- 2 If necessary, issue to each *tenderer* from time to time during the period from the date of the Letter of Invitation until the *closing time for clarification of queries*, Addenda that may amend, amplify, or add to the *tender documents*. If a *tenderer* applies for an extension to the *deadline for tender submission*, in order to take Addenda into account


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in preparing a tender, PRASA may grant such an extension and PRASA's *Representative* shall notify the extension to all *tenderers*.

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 Determine before detailed evaluation, whether each tender properly received <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 <ul style="list-style-type: none"> • detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data, • change PRASA's or the <i>tenderer's</i> risks and responsibilities under the contract, or • affect the competitive position of other <i>tenderers</i> presenting responsive tenders, if it were to be rectified.

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Non-responsive tenders	10 Reject a non-responsive tender, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
Arithmetical errors	11 Check responsive tenders for arithmetical errors, correcting them as follows: <ul style="list-style-type: none"> 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 <i>tenderer's</i> addition of prices, the total of the Prices, if any, will be corrected.
	12 Reject a tender if the <i>tenderer</i> does not accept the corrected total of the Prices (if any).
Evaluating the tender	13 Evaluate responsive tenders in accordance with the procedure stated in the RFP / Scope of work/ specification. The evaluated tender price will be disclosed only to the relevant PRASA tender committee and will not be disclosed to <i>tenderers</i> or any other person.
Clarification of a tender	14 Obtain from a <i>tenderer</i> clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.
Acceptance of tender	15 Notify PRASA's acceptance to the successful <i>tenderer</i> before the expiry of the <i>validity period</i> , or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between PRASA and the successful <i>tenderer</i> .
Notice to unsuccessful tenderers	16 After the successful <i>tenderer</i> has acknowledged PRASA's notice of acceptance, notify other <i>tenderers</i> that their tenders have not been accepted, following PRASA's current procedures.

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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 returnables</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 copies of the contracts	20 Provide to the successful <i>tenderer</i> the number of copies stated in the Scope of work/ specification of the signed copy of the contracts within three weeks of the date of PRASA's acceptance of the tender.