


**BID DESCRIPTION: PANEL OF PRIVATE SECURITY SERVICE PROVIDERS NATIONALLY**

**BID NUMBER: HO/CORP-SEC/420/06/2024.**



**BID NUMBER: HO/CORP-SEC/420/06/2024.  
REQUEST FOR PROPOSAL (RFP) FOR THE  
PANEL OF PRIVATE SECURITY SERVICE PROVIDERS  
NATIONALLY.**

<b>CLOSING DATE</b>	31 July 2024 to 07 August @ 12h00 – Refer on RFP timetable no 9. Table under closing date for responses.
<b>CLOSING TIME</b>	<b>12h00</b>
<b>BRIEFING SESSION</b>	<b>COMPULSORY</b> <b>DATE: FROM 18 JUNE 2024 to 24 JUNE 2024 (REFER SECTION NOTICE TO BIDDERS, NO 2. FORMAL BRIEFING)</b> <b>TIME: 10H00</b>
<b>BID DOCUMENTS DELIVERY ADDRESS</b>	<b>PASSENGER RAIL AGENCY OF SOUTH AFRICA UMJANTSHI HOUSE 30 WOLMARANS STREET BRAAMFORNTEIN JOHANNESBURG</b>
<b>BIDDER NAME</b>	.....

<b>BID DESCRIPTION: PANEL OF PRIVATE SECURITY SERVICE PROVIDERS NATIONALLY</b>	 <b>prasa</b> <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
<b>BID NUMBER: HO/CORP-SEC/420/06/2024.</b>	

## Disclaimer

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

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

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

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

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

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

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

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


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

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

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

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

- Modify the RFP's goods / service(s) / works and request Respondents to re-bid on any changes;
- Withdraw, amend the RFP at any time without prior notice and liability to compensate or reimburse any respondent;
- Reject any Proposal which does not conform to instructions and specifications which are detailed herein
- Disqualify Proposals submitted after the stated submission deadline;
- Call a respondent to provide additional documents which PRASA may require which have not been submitted to PRASA.
- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP's closing date;
- Make no award at all;
- Validate any information submitted by Respondents in response to this bid. This would include, but is not limited to, requesting the Respondents to provide supporting evidence. By submitting a bid, Respondents hereby irrevocably grant the necessary consent to PRASA to do so;

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- Request annual financial statements prepared and signed off by a professional accountant or other documentation for the purposes of a due diligence exercise; and/or
- Not accept any changes or purported changes by the Respondent to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it.

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


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

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

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

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

PRASA will not reimburse any Respondent for any preparatory costs or other work performed in connection with its Proposal, whether or not the Respondent is awarded a contract.


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RFP CLARIFICATION FORM	Annexure 2
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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 31July 2024 to 07 August @ 12h00 – Refer on RFP timetable no9.
- 5.1 Table under closing date for responses.
- 5.2 “Project” means this project for the **PANEL OF PRIVATE SECURITY SERVICE PROVIDERS NATIONALLY.**
- 5.3 “RFP” means the Request for Proposals issued by PRASA for this tender; and
- 5.4 “Scope of Work” means the scope of work for this project as detailed out in the RFP technical specifications.

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## SECTION 1

### NOTICE TO BIDDERS

#### 1 INVITATION TO BID

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

<b>BID DESCRIPTION</b>	<b>PANEL OF PRIVATE SECURITY SERVICE PROVIDERS NATIONALLY.</b>
<b>BID ADVERT</b>	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> free of charge. With effect from <b>06 June 2024</b> .
<b>ISSUE DATE</b>	<b>06 June 2024</b>
<b>BRIEFING SESSION</b> briefing.	<b>COMPULSORY BRIEFING.</b> <b>@ 10H00.</b> Refer to section notice to bidders : No 2 Formal briefing.
<b>CLOSING DATE</b>	<b>31 July 2024 TO 07 AUGUST 2024 @12h00</b> Bidders must ensure that bids are delivered timeously to the correct address.  <b>As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.</b>
<b>VALIDITY PERIOD</b>	<b>180 Working Days from Closing Date</b> Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.
<b>CLOSING DATE FOR QUESTIONS</b>	<b>28 June 2024</b>
<b>CLOSING DATE FOR RESPONSES</b>	<b>03 July 2024</b>
<b>CONTACT PERSON</b>	<b>Nancy Thomas: email :</b> Nancy.thomas@prasa.com .


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

## 2 FORMAL BRIEFING

A compulsory pre-proposal RFP briefing will be conducted at different regional offices: with following addresses:

ADDRESS PER REGIONAL OFFICES.	DATES
Bid issue date	06 June 2024
Briefing Session for Bidders will be as follows: <ul style="list-style-type: none"><li>• Work package 1,5&amp;6 @ 10h00 -Gauteng Address: PRASA House, No 1040 Burnett Street. Hatfield, Pretoria.</li><li>• Work package 7 - will be held @ Gauteng, Address: PRASA House, No 1040 Burnett Street, Hatfield, Pretoria. @ 12h30</li><li>• Work package 2 - Western cape @ 10h00. Address: No1 Adderley Street, Cape Town station.</li><li>• Work package 3 - @ KwaZulu Natal @ 10h00 Address:65 Masabala Yengwa Avenue, Prasa regional office. Business Lounge. Upper roof level. Durban Railway station.</li><li>• Work package 4 – Eastern Cape @ 10h00 Address: No 8 Station street, station Building , East London.</li></ul>	18 June 2024 – Gauteng @10h00- PRASA house  18 June 2024- Gauteng @12h30 -PRASA house  20 June 2024 @ 10h00- Western Cape  21 June 2024 @ 10h00- Kwazulu Natal  24 June 2024 @ 10h00- Eastern Cape

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.

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2.1 *A Certificate of Attendance in the form set out in Form D Annexure 3, hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFP briefing. Bidders must attend compulsory briefing within the respective regions that they intend to bid for. Each Region will have its own register and Certificate of attendance (Form D). Bidders must ensure that they sign the registers in the respective regions that they Bid For. 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 on the **03 July 2024**.

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:

Tender Office G001

RFP No: HO/CORP-SEC/ 420/06/2024

Description of Bid: **PANEL OF PRIVATE SECURITY SERVICE PROVIDERS NATIONALLY.**

Closing date and time: 31 July 2024 to 07 August @ 12h00 – Refer on RFP timetable no9.  
Table under closing date for responses.

Closing address Umjantshi House  
30 Wolmarans street, Braamfontein.  
Johannesburg

## 5 DELIVERY INSTRUCTION FOR RFP

### Delivery of Bid

The Bid envelopes should be deposited in the PRASA tender box which is located at the main entrance of the PRASA HOUSE and should be addressed as follows:

TENDER OFFICE G001  
PRASA ADJUDICATION COMMITTEE TENDER BOX  
UMJANSTHI HOUSE  
30 WOLMARANS STREET  
BRAAMFONTEIN  
JOHANNESBURG.

### 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 **nancy.thomas@prasa.com** before **28 June 2024**, substantially in the form set out in Annexure 2 hereto.
- 6.2 In the interest of fairness and transparency PRASA's response to such a query will be made available to the other Respondents who have attended a compulsory and a non-compulsory briefing session. For this purpose, PRASA will communicate with Respondents using the contact details provided at the compulsory and a non-compulsory briefing session.
- 6.3 After the closing date of the RFP, a Respondent may only communicate in writing with the Bid Secretariat, at telephone number 012 748 7294, email **nancy.thomas@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.

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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:

6.6.1 Bid/Tender Description

6.6.2 Bid/Tender Reference Number

6.6.3 Closing date of Bid/Tender

6.6.4 Supplier Name;

6.6.5 Supplier Contact details

6.6.6 The detailed compliant

## **7 CONFIDENTIALITY**

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

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



## 8 INSTRUCTIONS FOR COMPLETING THE RFP

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


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

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and correct and that the responses to RFP and each party whom the responses to RFP signatory represents, considers themselves subject to and bound by the terms and conditions of this RFP.

- 8.9 The responses to RFP formulation should be clear and concise and follow a clear methodology which responses to RFP should explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- 8.10 Responses to RFP must provide sufficient information and detail in order to enable PRASA to evaluate the responses to RFP, but should not provide unnecessary detail which does not add value and detracts from the ability of PRASA to effectively evaluate and understand the responses to RFP. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.
- 8.11 Information submitted as part of a responses to RFP should as far as possible, be orderly according to the order of the required information requested by PRASA. All pages should be consecutively numbered.
- 8.12 Responses to RFP should ensure that each requirement contained in the RFP is succinctly addressed. Responses to RFP should as far as possible use the terms and definitions applied in this RFP and should clearly indicate its interpretation of any differing terminology applied.
- 8.13 Response to RFP documents are to be submitted to the address specified in **this RFP**, and Bidders should ensure that the original and copies (where applicable) are identical in all respects as PRASA will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document.
- 8.14 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 8.15 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 16 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFP documents.
- 8.16 Bidders are required to review the Contract. Bidders may further amend and or delete any part of the Draft Contract where they deem fit to do so. Where Bidders have amended and or deleted any part of the Contract, it must be clearly visible by using track changes and must ensure that the disc copy of their bid submission for the Draft Contract is in word

version and not password protected. **It must be noted that the marked-up Contract will form part of contract negotiations processes with the preferred bidder.**

## 9 RFP TIMETABLE

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

RFP PROCESS	MILESTONE DATES
Bid issue date	06 June 2024
Briefing Session for Bidders will be as follows: <ul style="list-style-type: none"><li>Work package 1,5&amp;6 @ 10h00 -Gauteng Address: PRASA House, No 1040 Burnett Street. Hatfield, Pretoria.</li><li>Work package 7 - will be held @ Gauteng, Address: PRASA House, No 1040 Burnett Street, Hatfield, Pretoria. @ 12h30</li><li>Work package 2 - Western cape @ 10h00. Address: No1 Adderley Street, Cape Town station.</li><li>Work package 3 - @ KwaZulu Natal @ 10h00 Address:65 Masabala Yengwa Avenue, Prasa regional office. Business Lounge. Upper roof level. Durban Railway station.</li><li>Work package 4 – Eastern Cape @ 10h00 Address: No 8 Station street, station Building , East London.</li></ul>	18 June 2024 – Gauteng @10h00- PRASA house  18 June 2024- Gauteng @12h30 -PRASA house  20 June 2024 @ 10h00- Western Cape  21 June 2024 @ 10h00- Kwazulu Natal  24 June 2024 @ 10h00- Eastern Cape
Closing date for Questions	28 June 2024

Closing date for Responses	03 July 2024
<p>Closing Date for Submission of final Bid will be as follows:</p> <ul style="list-style-type: none"><li>• Work package 1: Gauteng -31 July 2024 @ 12h00.</li><li>• Work package 2: 01 August 2024 @ 12h00.</li><li>• Work package 3: 02 August 2024</li><li>• Work package 4: -05 August 2024 @ 12h00</li><li>• Work Package 5: 06 August 2024@12h00.</li><li>• Work package 6: 07 August 2024@12h00.</li><li>• Work package 7: 07 August 2024 @ 12h00.</li></ul> <p><b>Bidders are requested to submit work packages on the following address:</b></p> <p><b>Umjantshi House, No 30 Wolmarans street</b></p> <p><b>Braamfontein, Johannesburg.</b></p>	
Evaluation of Proposals (Bidders note that PRASA may call for Presentation of bidders offers at any stage of the evaluation process)	TBA
Appointment of the successful Bidder	TBA
Contract Negotiations	TBA
Signing of Contract	TBA
Contract Commencement	TBA

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

## 10 LEGAL COMPLIANCE

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

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

## 11 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

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

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

## 12 TAX COMPLIANCE

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

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

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

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

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

**For this purpose, the attached SBD 1 marked Annexure 3 must be completed and submitted as an essential returnable document by the closing date and time of the bid.**

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


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

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

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

### **13 PROTECTION OF PERSONAL DATA**

In responding to this bid, PRASA acknowledges that it may obtain and have access to personal data of the Respondents. PRASA agrees that it shall only process the information disclosed by Respondents in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, PRASA will not otherwise modify, amend or alter any personal data submitted by Respondents or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Respondents. Similarly, PRASA requires Respondents to process any personal information disclosed by PRASA in the bidding process in the same manner.

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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 **PANEL OF PRIVATE SECURITY SERVICE PROVIDERS NATIONALLY**.

#### 2 INTRODUCTION


- 2.1 The Passenger Rail Agency of South Africa (PRASA) is mandated by the South African Government through the Department of Transport to provide a safe, reliable and affordable public transport system that meets the expectations of its customers. PRASA is therefore responsible for providing a sustainable and continuous public transport system that is free of unplanned operational disruptions.

#### 3 BACKGROUND INFORMATION

- 3.1 The security situation changed significantly over the last five years as the Country is faced with a dramatic shift in crime where state infrastructure is being targeted by criminal elements in an unprecedented manner.
- 3.2 The attacks on PRASA infrastructure have seen several lucrative corridors being closed owed to theft and vandalism.
- 3.3 The prevailing security challenges calls for extra-ordinary security interventions that enhances the security capability in combatting criminality particularly in environments such as PRASA where a vast infrastructure network must be protected.
- 3.4 PRASA intends to appoint the panel of service providers as follows:
- Work Package 1: Gauteng- a maximum of 6 service providers.
  - Work Package 2: Western Cape- a maximum of 4 service providers.
  - Work Package 3: KwaZulu Natal- a maximum of 2 service providers.
  - Work Package 4: Eastern Cape a maximum of 2 service providers.

- e) Work Package 5: Mainline Passenger Services- a maximum of 5 service providers.
- f) Work Package 6: National Security Interventions- a Maximum of 3 service providers.
- g) Work Package 7: Remotely Piloted Aircraft Systems- a Maximum of 3 service providers.
- h) PRASA reserves the right to appoint less than the maximum panel of service providers in the event that less the maximum service providers qualify based on the outcomes of the evaluation process.



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**3.5** PRASA Security will conduct a decentralised briefing that will be done as follows:

- a) Gauteng work package 1.
- b) Western Cape work package 2.
- c) KwaZulu Natal work package 3.
- d) Eastern Cape work package 4.
- e) Mainline Passenger services work package 5 will be held in Gauteng.
- f) Security interventions for projects work package 6 will be held in Gauteng.
- g) Remotely Piloted Aircraft System (RPAS) work package 7 will be held in Gauteng.
- h) Bidders that bid for any work package must attend a compulsory briefing session in the region(s) that they intend bidding for.
- i) Bidders will be cautioned to ensure that they conform to the mandatory requirements prior to the submission of the bid.
- j) PRASA will conduct a proper due diligence on the information supplied by the bidders.

## **4 PROBLEM STATEMENT**

- 4.1** The open nature of the passenger rail network makes it an ideal target for criminality, the situation is further exacerbated by the high demand for non-ferrous metal that has a high trading value on the secondhand goods market.
- 4.2** The internal security capability is furthermore not sufficient to address the business security needs in the short to medium term given the open nature of the passenger rail environment where assets are exposed to a high risk of theft and malicious damage to property.
- 4.3** The department experience a high frequency of incidents in a short period of time that has seen corridors infrastructure totally vandalised in less than three months. The criminal elements demonstrated a modus operandi whereby crime incidents have become more violent and intense. This phenomenon resulted in several injuries of the

current crop of in-house security and claimed the life of two security officers in Gauteng West and Gauteng East.

- 4.4** It is unlikely that the situation will change in the medium to long term given the economic situation in the aftermath of lockdown with the unemployment levels that rose. The situation is also severely impacted by lack of influx control of undocumented foreign nationals that compete for economic opportunities and who are in most of the arrests featured as the perpetrators of criminality perpetrated against PRASA.
- 4.5** At the center of the operational challenges is the consequences that crime have on the users of passenger rail as they are adversely effected in terms of the cost of alternative transport as they have to pay more than 10 times more for alternative modes of transport. This not only impacts on the individuals as it has a ripple effect on their families that are directly impacted by the reduced real wages that breadwinners take home after the deduction of transport cost.

## **5 PICTORIALS**


The pictorials below depict the nature and extent of security incidents:



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**Figure 1: The pictorials depicts criminality that is perpetrated across all PRASA’s mission critical assets.**

## **6 OBJECTIVE OF THE PROPOSED PROJECT**

- 6.1** The main objective of the project is to appoint a panel of service providers per region / work package. PRASA will allocate work to the service providers appointed on the panel based on the outcomes of the technical and site inspection outcomes, as detailed in paragraph 15.2.1.
- 6.2** The service providers for private security service rendering to augment the current deployment of in-house security to ensure that PRASA Security meet the business needs for security in mitigation of the security risks and threats.
- a) Reduce and combat criminality.
  - b) Creating an enabling environment for project implementation.
  - c) Protection of mission critical assets within the operational tunnel.
  - d) Ensuring a safe and secure operational environment for service resumption.

## **7 PROJECT BENEFITS TO PRASA**

- 7.1** PRASA as a business shall realise the following benefits after the implementation of the project:
- a) Reduced crime on assets.
  - b) Reduced maintenance owed to crime.
  - c) An Improved and Reliable passenger rail service.
  - d) Increased patronage and revenue collection.
  - e) Improved operational safety.
  - f) The implementation of the solution will improve PRASA’s Brand Integrity and Public Confidence in the Agency’s ability to effectively deal with criminality that has been prevalent and crippled passenger rail services on various strategic corridors.



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

- 8.1 The current mechanisms are the deployment of in-house security supported by private security (physical security only) that is not sufficient to address the business needs for a protection of assets, personnel and passengers.

## **9. PRASA SEEKS TO BENEFIT FROM THIS PARTNERSHIP IN THE FOLLOWING WAYS: (PROJECT / EVENTS SPECIFIC)**

- 9.1 PRASA must receive reduced cost of acquisition and improved service benefits resulting from the Service Provider's economies of scale and streamlined service processes.
- 9.2 PRASA must achieve appropriate availability that meets user needs while reducing costs for both PRASA and the chosen Service Provider(s).
- 9.3 PRASA must receive proactive improvements from the Service Provider with respect to provision of Services and related processes.
- 9.4 PRASA's overall competitive advantage must be strengthened by the chosen Service Provider's leading edge technology and service delivery systems.
- 9.5 PRASA end users must be able to rely on the chosen Service Provider's personnel for service enquiries, recommendations and substitutions.
- 9.6 PRASA must reduce costs by streamlining its acquisition of Services, including managed service processes on a Group basis.

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

This RFP has been prepared for the following purposes:

### **10.1 TO SET OUT THE RULES OF PARTICIPATION IN THE BID PROCESS REFERRED TO IN THIS RFP.**


### **10.2 TO DISSEMINATE INFORMATION ON THE PROJECT CONTEMPLATED IN THIS RFP.**

### **10.3 TO GIVE GUIDANCE TO BIDDERS ON THE PREPARATION OF THEIR RFP BIDS.**

### **10.4 TO GATHER INFORMATION FROM BIDDERS THAT IS VERIFIABLE AND CAN BE EVALUATED FOR THE PURPOSES OF APPOINTING A SUCCESSFUL BIDDER.**

### **10.5 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.

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

### **11.1 Bidders who bid for work packages 1 to 5 will provide the following services:**

- 11.1.1 Infrastructure (OHTE, Signals and Perway);
- 11.1.2 Mission Critical Assets (Nerve Centres, Substations, Relay Rooms and High Sites);
- 11.1.3 Depots and Staging Yards;
- 11.1.4 Stations including the precincts with bus terminals;
- 11.1.5 Facilities at Supercore Stations where there are tenants;
- 11.1.6 Onboard Security in Urban and Long-distance trains;
- 11.1.7 Escort Duties;
- 11.1.8 Armed Response (Crew);
- 11.1.9 Armed Guards for identified high risk areas.
- 11.1.10 Security Surveillance and Reconnaissance for asset protection.
- 11.1.11 Business Intelligence Operations;
- 11.1.12 Risk profiling of sites and hot spot areas;
- 11.1.13 Regional and Head Offices.

### **11.2 Bidders who bid for work package 6 will provide the following services:**


- 11.2.1 To clean-up the operational tunnel (the area from the access to the platforms including the rail network and free it from criminality.
- 11.2.2 To evict illegal occupants from PRASA Property.
- 11.2.3 To relocate illegal dwellers to designated sites as approved by a competent court.
- 11.2.4 To keep operational tunnel sterile from criminality and illegal occupation in preparation for the recovery programme.
- 11.2.5 To provide the requisite protective security measures and protective security force for protection of assets and personnel.
- 11.2.6 Armed Security Officers for an intervention unit to uproot criminal elements from the operational tunnel.
- 11.2.7 Bullet proof vehicles that can withstand B6 ballistic threats.
- 11.2.8 Providing armed security escorts as-and-when required to technical staff, PRASA contractors working on the corridor and other PRASA personnel.

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- 11.2.9 On-site monitoring after eviction to ensure that the sites are not re-occupied by illegal dwellers.
- 11.2.10 Providing a host of Security Interventions for Projects - Ad-hoc to ensure compliance to the **Prevention of Illegal Eviction** from and **Unlawful Occupation of Land Act, Act 19 of 1998 (PIE)**.


**11.3 Bidders that Bid for Work Package 7 Remotely Piloted Aircraft System (RPAS) will provide the following services and comply with the requirements:**

- 11.3.1 Utilisation of RPAS for special events surveillance, i.e. safety, security campaigns, strikes and protests.
- 11.3.2 Direct Mobile Response Security Team (MRST) to crime sites as well as to direct them to criminals hiding under cover of darkness in vegetation.
- 11.3.3 Provide a 24-hour operational service (i.e. day and night operations).
- 11.3.4 Report on all anomalies found on the network.
- 11.3.5 Have effective communication with PRASA NOC and MRST.
- 11.3.6 Show capacity of pilots and support staff (minimum of 10 teams nationally) that can operate systems in the form of experience and licensing. The RPAS companies must supply, as a returnable document, a detailed list of all staff that is going to be utilised for the contract, specifying the respective role (s) they will fulfil. In the event that the total complement is not readily available it must be reflected as such, as well as the plan to source the balance.
- 11.3.7 Provide RPAS surveillance as a service, where they own the RPAS infrastructure, they operate the RPAS, do the maintenance of the RPAS and they are liable for any damage that the RPAS may cause due to RPAS issues (loss of control and loss of power of RPAS that may lead to crashes).
- 11.3.8 Have the capacity for the operation of the RPAS surveillance teams to the specific province as there will be a need to rapidly deploy and change location of the RPAS service. Location of deployed teams will change due to incidents and change of high-risk areas and as such must have flexible mobility to redeploy when required.

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- 11.3.9 Have the capacity that includes pilots who can operate RPAS and these pilots must have the necessary experience and licensing. The entire crew for the RPAS operational teams must be proven (all licensed crew).
- 11.3.10 Own and/ or be able to supply the entire RPAS infrastructure.
- 11.3.11 Take responsibility for any damage that the RPAS system may cause or impart on any other infrastructure.
- 11.3.12 Take responsibility for any penalties due to infringement on the operational capacities.
- 11.3.13 Have capacity or prove that they can source the capacity for the operation of the RPAS surveillance teams in the area they are bidding for and must have the capacity to relocate the team as per a PRASA request within the mentioned provinces.
- 11.3.14 Except where otherwise stated in this specification, all equipment, installation must conform to the latest recommendations of the ITU-T, SANS, ISO, IEEE, SABS, CENELEC and IEC Standards.
- 11.3.15 Operate in an environment where there are no runways so all RPAS used to provide this service will not require a road as a pre-requisite for take-off and landing.
- 11.3.16 Continuous surveillance video material during flight time will be required.
- 11.3.17 Be responsible for any harm or damages that their equipment causes during and after operation.
- 11.3.18 All video footage must be time and GPS stamped and be available for viewing and downloaded through secure authentication (x.509 Certificate-based authentication) on the application.
- 11.3.19 Day and night operations.
- 11.3.20 Beyond Visual Line of Sight (B-VLOS) Operations a radius of 15 kms and return to the pilot station without re-charging the batteries.
- 11.3.21 During normal conditions, the batteries should last a minimum of 1 hour continuously before a change is required.
- 11.3.22 Operations overhead any person or group of people or within a lateral distance of 50m is prohibited.
- 11.3.23 Operations within a lateral distance of 50m from any structure or building is prohibited.
- 11.3.24 Operations over a public road, along the length of a public road or at a lateral distance of less than 50m from a public road is prohibited.



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- 11.3.25 Operations adjacent to or above a nuclear power plant, prison, police station, crime scene, court of law, National Key Point (NKP) or strategic installation is prohibited.
- 11.3.26 Use of public road as a place of take-off or landing of an RPAS is prohibited.
- 11.3.27 Remotely piloted aircraft to be used to survey the PRASA infrastructure and respond to incidents on a 24-hour, 7-days a week basis.
- 11.3.28 All standards and requirements in this document must be adhered to and any deviations must first be discussed with the Group Security Department. Such proposed deviations can only be deemed accepted by PRASA when confirmed in writing and duly signed by the Delegated Authority.
- 11.3.29 PRASA seeks to appoint a panel of service providers with a foot print in Gauteng, Western Cape and KwaZulu Natal.
- 11.3.30 Any other security duties that the service provider may be called on to do as informed from time to time.

## **12. SPECIFICATION OF THE WORK OR PRODUCTS OR SERVICES REQUIRED**

12.1 Work package 1 to 5 physical security for various sites includes the following services:

12.1.1 Infrastructure (OHTE, Signals and Perway);

12.1.2 Mission Critical Assets (Nerve Centres, Substations, Relay Rooms and High Sites);

12.1.3 Depots and Staging Yards;

12.1.4 Stations including the precincts with bus terminals;

12.1.5 Facilities at Supercore Stations where there are tenants;

12.1.6 Onboard Security in Urban and Long-distance trains;

12.1.7 Escort Duties;

12.1.8 Armed Response (Crew);

12.1.9 Armed Guards for identified high risk areas;

12.1.10 Any other security duties that the service provider may be called on to do as informed from time to time;

12.1.11 Business Intelligence Operations;

12.2 Work package 6: Security Interventions for Projects includes the following services:

12.2.1 Eviction of illegal occupants;

12.2.2 Relocation of illegal occupants;

12.2.3 Ad-hoc Clean-up Operations for removal of potential illegal occupants;

12.2.4 Armed Intervention Unit Grade B Security Officers; and

12.2.5 Physical Security Grade C Armed and Unarmed.

### **12.3 Work Package 7: RPAS**

12.3.1 The scope of this project is to identify a suitable bidder to supply, install and configure a RPAS to PRASA with Maintenance and Support. The project scope is to ensure that the RPAS requirement is delivered, maintained and supported as per the Service Level Agreement (SLA) with the customer. Thus, the scope of work includes the following:

12.3.2 Supply, install and configure a RPAS (including solution and/or infrastructure) as follows:

- a) Contract successful bidder to implement and configure the solution and/ or infrastructure on premise.
- b) One (1) year warranty contract and SLA to ensure consistent service delivery and maturity and maintenance of the RPAS.
- c) Four (4) hour mission critical support with escalation and monthly reporting on support service.
- d) Delivery requirements to be dictated by approved PRASA procurement process business rules.
- e) Maintenance and support 24/7/365, 4 hours lead time.
- f) Resource on site to provide maintenance, support and skills transfer to the PRASA Group Security RPAS Specialist, 5 days per week during the duration of the contract.

12.3.3 The RPAS includes delivery, implementation, configuration and maintenance of all components to enable a technical capability through the use of RPAS for the following:

- a) Physical security surveillance, patrol and reconnaissance for asset protection.
- b) Surveying (large scale aerial imaging and asset monitoring).
- c) Vegetation monitoring (encroachment, cutting and burning interventions).
- d) Risk profiling of sites and hot spot areas.
- e) Business Intelligence Operations.
- f) Utilisation for Special Operations for tactical air support.
- g) Power line and railway track inspections.
- h) Confined space inspections.
- i) Infrastructure Visual Inspection for OHTE, Overhead Fibre Cable, GSM-R High Sites, Maspoles, Perway and Bridges.

12.3.4 Provide maintenance and support for the proposed solution.

12.3.5 The successful bidder delivering contract services must ensure that resources allocated to the contract, are South African citizens.

12.3.6 Successful bidders delivering contract services must ensure that resources allocated to the contract are licensed SACAA RPAS operators and adhere to the strict SACAA regulations when operating RPASs (SACAA will not allow deviations from their requirements).

- a) SACAA has promulgated strict regulations that govern the use of RPAS for commercial use.
- b) The successful bidder must have the necessary licenses including ASL (Air Services License) – issued by the Department of Transport, a RPAS Operator Certificate (ROC), RPAS Letter of Approval (RLA) and a Certificate of Registration (CofR) for a particular airframe – all issued by SACAA.
- c) RPAS pilots must be extensively trained, hold a Class 4 Aviation medical clearance and have a Remote Pilot License (RPL).
- d) Successful bidder must be familiar with the restrictions associated with ROC RPAS registration classes, i.e. the maximum take-off weight of the airframe, the Visual Line of Sight (VLOS) or Extended Visual Line of Sight (EVLOS). These classes only allow for a few kilometres of flight distance before the aircraft must land. The pilot and/ or observers must then reposition themselves to allow for the next allowable maximum flight distance, or another crew needs to take control of the aircraft and continue the flight.
- e) SACAA make provision for a Beyond VLOS (BVLOS) class, however, the requirements for this is extremely stringent with several legal implications and liabilities. For BVLOS registration, SACAA requires a highly specialised airframe with many backup and redundant features for safety. There is also a requirement to comply to already established aviation procedures, i.e. filing flight plans with SACAA, maintaining a flight folio, having an appointed aviation safety officer, first aider and a fire extinguisher on-site for every flight operation.
- f) Due to the probability that the RPASs will be operated in close proximity to power lines and railway tracks, it is prudent that the RPASs are compliant to Electronic Magnetic Compatibility (EMC)/ Electronic Magnetic Interference (EMI) regulations. This is important as power lines emits high levels of both

electric as well as magnetic fields.

- g) EMC/ EMI issues, flight stability, Global Positioning System (GPS) interference, dual redundant safety mechanisms, autonomous operation and insurance aspects must therefore be checked.
- h) The RPAS must also integrate with the proposed integrated security platform that spans across physical, logical as well as cyber security domains. This is critical as the primary purpose of the RPAS is to collect data in real-time pertaining to PRASA's assets. This will allow for real-time monitoring, surveying, and incident response.
- i) The RPAS must integrate with any future proposed security technology that PRASA may use including but not limited to GIS.

#### 12.4 PRASA Seeks to appoint a panel of services providers as follows:

- 1) Gauteng (Metrorail, MLPS and PRASA CRES);
- 2) Western Cape (Metrorail, MLPS and PRASA CRES);
- 3) KwaZulu-Natal (Metrorail, MLPS and PRASA CRES);
- 4) Eastern Cape (Metrorail, MLPS and PRASA CRES);
- 5) Mainline Passenger Services (\*Northern Cape, \*Bloemfontein, \*Mpumalanga, \*Limpopo.) Bidder must have footprint in any of these areas that opt to bid for.
- 6) Special Intervention Unit
- 7) RPAS

### 13. TECHNICAL SPECIFICATIONS

#### 13.1 Nature of Service

13.1.1 PRASA requires the prospective service provider to provide a security solution which combines armed and unarmed security officers. Bidders with a minimum of one year rail experience prior to the advertisement of this bid will have an added advantage.


13.1.2 The security management structure must include the following for the cost of the contractor.

- 13.1.2.1 **Operations Manager:** Responsible for engaging with senior security managers of PRASA in the execution of the service level agreement. Responsible for drafting all incident reports and presenting to the Group Chief Security Officer of PRASA on annually, quarterly, and monthly basis. Responsible for the entire company complement including that of the sub-contractor(s). The Operations Manager preferred to have a minimum of 15 years' experience in security operations.
- 13.1.2.2 **Site Manager:** Responsible for individual corridors according to their municipal demarcations e.g. The individual is responsible for engaging with corridor managers and or any designated structures below the Group Chief Security Officer. He\She will be responsible for drafting the Weekly and daily reports.
- 13.1.2.3 Security Personnel Grade B Armed means an employee who performs any one or more of the following duties:
- a) Driving a motor vehicle in the course of duties
  - b) Performing Armed Response Function.
  - c) Executes Evictions Notices.
  - d) Assist with the Extraction of staff and/or contractors from hostile situations.
  - e) Who may be called upon to perform any or all of the duties of a security officer.
- 13.1.2.4 Mobile Security Officer Grade C Armed means an employee who performs any one or more of the following duties:
- a) Driving a motor vehicle in the course of duties
  - b) Performing escort services to PRASA personnel, contractors and stakeholders
  - c) Guarding or protecting goods and PRASA assets.
  - d) Armed Escort duties.
  - e) Who may be called upon to perform any or all of the duties of a security officer.

- 13.1.2.5 PRASA would like to elicit and evaluate responses from Security Service Providers who have expertise in providing Armed Guard services, which is defined as the supply of graded guards positioned at different static and mobile locations with the sole purpose to guard and protect PRASA's assets and property. In addition to physical security for protection of PRASA assets.
- 13.1.2.6 In the PRASA context, Armed Guard includes the following subcategories: foot patrols, mobile patrols, personnel escorting and guarding of train crew services, and protecting passengers. Potential Service Providers who are able to provide armed guards will be considered to provide the required services.
- 13.1.2.7 All armed security personnel are required to be evaluated by a Client (PRASA) shooting range coordinator prior to deployment and every six months thereafter. Armed security personnel not meeting these requirements may not be deployed on Client's premises. The cost of such evaluations will be for the account of the Contractor.

## **13.2 Company Experience**

- 13.2.1 PRASA seeks to appoint a panel of service providers with the relevant experience within the security industry and experience within the rail environment would be an added advantage. The bidder must provide proof in the form of a minimum of three contactable reference letters in the letterhead of the bidder's clients. PRASA will consider bids from bidders that have a minimum of 230 handguns registered in the name of the main bidder and that must be available for PRASA. An additional minimum of 80 12-gauge shotguns registered in the name of the main bidder and that must be available for PRASA for bidders that for work package 6.
- 13.2.2 The operations manager must have the relevant experience at a managerial level within the private security industry and have the requisite experience in the management of an armed security protective force. The operations manager must supply a reference letter from their previous employer/current employer with confirmation of his/her years of service.

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- 13.2.3 PRASA will consider bidders for work packages 1,2,3 and 6 with a minimum of seven hundred and fifty (750) security officers that are registered with PSIRA in their company's employ. Bidders must provide a letter of good standing in the name of the main bidder that depicts the number of guards registered with PSIRA under their company. Bidders that bid for work packages 4 and 5 must have a minimum of 80 security officers in their employ that are registered with PSIRA in their company name.
- 13.2.4 The bidder must have an operational office in the province that they tender for, evidence must be provided in a form of a lease agreement in the company name or the name of the main bidder, copies of rates and taxes in the name of company or the main bidder or deed of sale in the name the company or the name of main bidder. This evidence must demonstrate the periods for which they occupied the facility.
- 13.2.5 Bidders that bid for work package 5 must have a footprint in any of the following provinces:
- 13.2.5.1 Mpumalanga
- 13.2.5.2 Limpopo
- 13.2.5.3 Bloemfontein
- 13.2.5.4 Northern Cape
- 13.2.6 Bidder should submit a complete set of financial statements, (Recent 12 months audited financial statements prepared by a registered professional). Financial Capacity will be measured to determine the company's Operating cash flow: The operating cash flow ratio measures a company's short-term liquidity. The following Formula will be utilised: Operating Cash Flows Ratio = Cash Flows from Operations/Current Liabilities.) NB: The Professional's name (who prepared the financial statements) and registration number must appear on the bidder's submission.
- 13.2.7 Bidders must make provision for a minimum of 3 guard monitoring points per security officer. Bidder may consider the reduction of supervision visits subject to the successful implementation of the guard monitoring system.
- 13.2.8 Bidders must submit a statement of compliance through an affidavit that they comply with all PRASA requirements that are detailed in the specification. Failure to comply will lead to an automatic disqualification:



13.2.9 The company must also possess the following equipment as tabulated below for the deployment of staff:

Equipment Type	Description
Torches	<ul style="list-style-type: none"> <li>✓ Tactical Flashlight</li> <li>✓ Water Resistance</li> <li>✓ Impact Resistance</li> <li>✓ Rechargeable batteries with rechargeable power station</li> </ul>
Radios	<p>The Push to Talk (PTT) uses the GSM data network to send VOIP voice “walkie-talkie” conversations from any location within the extended global GSM network to any compatible mobile device within GSM coverage.</p>
	<p><b>1. 3G / GSM (GPRS) transmission/ WI FI enablement</b> Must be able to utilise minimum 3G for transmission with WI Fi enablement</p>
	<p><b>2. GPS</b> Must consist of a GPS to enable guard monitoring</p>
	<p><b>3. Remote programming over the air (OTA) via public radio network (ICASA Licensed Device)</b> Authorised users must be able to modify the parameters and settings for the two-way radio through a web-based management platform or app in smart phone. Modified parameters or setting is sent to radio via the GSM network</p>


Equipment Type	Description
	<b>4. Minimum Critical Communication Features</b> <b>a) Voice services</b> <ul style="list-style-type: none"> <li>✓ All call;</li> <li>✓ Group call;</li> <li>✓ Private call;</li> <li>✓ Alert call.</li> </ul> <b>b) Text messaging</b> <b>c) Tone alert</b> <ul style="list-style-type: none"> <li>✓ Incoming call;</li> <li>✓ Outgoing call;</li> <li>✓ Text message;</li> <li>✓ Talk permit</li> <li>✓ Low battery</li> <li>✓ Emergency Panic Button</li> </ul>
	<b>5. Management Software Requirements</b> <ul style="list-style-type: none"> <li>✓ Android real time monitoring software</li> <li>✓ Browser software</li> <li>✓ Control room monitoring software</li> </ul>

#### Minimum Requirements for Equipment

#### 13.2.10 Control Room requirements are tabulated below.

#	Item Description
11.2.11.1	The control room must be situated on the premises of the service provider. Evidence must be submitted in the form of a company profile that depicts the control room with pictorials.
11.2.11.2	Company must be able to demonstrate that they have a control room that subscribe to the minimum requirements for private security operations.
11.2.11.3	The control room must be built from brick and mortar or concrete. In the even that control room is constructed of fabricated walls they must be steel reinforced.
11.2.11.4	The control room must be operated 24 hours a day, 7 days per week, 365 days a year.
11.2.11.5	Lockable door with a burglar door for the main access to the control room.
11.2.11.6	Lockable Key Control Storage Cabinet and Key control register.
11.2.11.7	Ablution facilities within close access of the control room.
11.2.11.8	Small kitchenette within close proximity to the control room for control room staff.
11.2.11.9	There must be uninterrupted power supply to the control room.

#### Control Room Assets and Infrastructure

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- 13.2.11 The control room in the premises of the bidder must have the following ICT facilities as tabulated below:

#	Item Description
11.2.12.1	Live vehicle Tracking System for operational vehicles;
11.2.12.2	Landline;
11.2.12.3	Cell phone;
11.2.12.4	UPS
11.2.12.5	Radio Communication;
11.2.12.6	Desktop Computer; and
11.2.12.7	Email

#### **ICT Facilities for the Control Room**

### **13.3 Work Package 6 - Security Interventions for Projects:**

- 13.3.1 PRASA have in recent years established the need for additional security services that may be required from time-to-time to mitigate specific risks associated with its operations and projects that are being implemented Nationally. The operational security environment is highly fluid and requires a security approach and capability that is adaptable to mitigate the security risks and threats that prevail.
- 13.3.2 Bidders bidding for Work package 6 (Security Interventions for Projects - Ad-hoc) must have a minimum of five B6 10-man armoured personnel carriers and a minimum of three B6 armoured double cab/SUVs registered in the name of the main bidder or their service provider. In the case where vehicles are sourced through a service provider the bidder must submit proof in the form of a contract agreement or a service level agreement between the main bidder and their service provider. PRASA will appoint a maximum panel of 3 bidders for work package 6. The bidders for work package 6 must have a footprint in Gauteng, KwaZulu Natal and Western Cape.
- 13.3.3 Bidders that bid for Security Interventions for Projects - Ad-hoc must have a minimum of 1-year operational experience in evictions and relocations with a minimum of 2000 illegal dwellings, companies with rail experience will have an added advantage. This requirement is compulsory for all companies that tender for work package 6.

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#### **13.3.4 The ad-hoc service will include the following:**

##### **13.3.4.1 Provision of armoured vehicles as-and-when required.**


- 13.3.4.1.1 The vehicle must be able to provide ballistic protection against AK47 rifle (7:62x39 FMJ at 10m) and be graded at STANAG Level 1 on all vertical sides.
- 13.3.4.1.2 The brake systems must be ABS and EBS.
- 13.3.4.1.3 All windows must be protected with Riot screens. The front windows' protection must be lifted and lowered hydraulically from the inside of the vehicle. All windows must be placed ergonomically so that the crew can have a wide field of vision.
- 13.3.4.1.4 Seating for 10 people must be provided with four-point harnesses for safety.

##### **13.3.4.2 Provision of Grade B Armed Tactical Security officers the duties of the Grade B Officers include the following:**

- 13.3.4.2.1 Driving a motor vehicle in the course of duties
- 13.3.4.2.2 Performing Armed Response Function.
- 13.3.4.2.3 Executes Evictions Notices.
- 13.3.4.2.4 Assist with the Extraction of staff and/or contractors from hostile situations.
- 13.3.4.2.5 Who may be called upon to perform any or all of the duties of a security officer.

##### **13.3.4.3 Provision of K9 Officers with dogs.**

- 13.3.4.3.1 Narcotic dog with Handler
- 13.3.4.3.2 Explosive dog with handler.
- 13.3.4.3.3 The bidder will be required to provide a dog kennel for the duration for the deployment as-and-when required.
- 13.3.4.3.4 The bidder must also make provision for a K9 trailer for the transportation of the dogs.
- 13.3.4.3.5 Bidders bidding for Work Package 6 must have a PAPA licence that is issued in terms of the Performing Animals Protection Amendment Act, Act 04 of 2016. The bidder may sub-contract this service. Proof must be submitted in the form of PAPA Licence in the name of the main bidder or their sub-contractor. In the event that this service is sub-contracted the main bidder must submit a sub-contracting agreement or an Service Level Agreement between them and their service provider.
- 13.3.4.4 Provision of Motor Vehicles LDV single Cab with driver.
- 13.3.4.5 Provision of Motor Vehicles LDV Double Cab with driver.

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13.3.4.6 Provision of Scrambler Motorcycles with rider.

13.3.4.7 Provision of quadbikes with rider.

#### **13.4 RPAS (Work Package 7)**

13.4.1 The bidder must have capacity that includes pilots and operators that can man the locations that the bidder tendered for including the provision of the requisite vehicle(s) that will accommodate a minimum three people seated with the screens for operation of RPAS. The entire crew for the RPAS operational teams must be proven (all licensing from respective associations for the entire crew).

13.4.2 The bidder must own the entire RPAS infrastructure.

13.4.3 The bidder will take responsibility for any damage that the RPAS system can potentially cause on any infrastructure and/ or third parties.

13.4.4 The bidder will ensure their own security in and around the PRASA environment, through the provision of their own security personnel.

13.4.5 The bidder will take responsibility for any penalties due to infringement on the operational capacities.

13.4.6 The bidder must have capacity for the operation of a minimum of 2 RPAS surveillance teams in each area, for duration of 1 year and must have the capacity to relocate team as per PRASA request. Bidders must provide proof of footprint for each area (i.e. rates and taxes not older than three months; or deed of sale; or Valid Lease Agreement, etc.).


13.4.7 Tenderers must certify that they are familiar with these recommendations and must state all instances where their equipment offered is unable to comply.

13.4.8 The bidder will operate in an environment where there are no runways so all RPAS used to provide this service must not need a runway to take off or land.

13.4.9 Continuous surveillance video material over 12 hours will be required, the bidder can achieve this through the use of multiple RPAS, but during the 12 hours there must always be a RPAS taking video surveillance. An operational model on how this will be achieved must be submitted.

13.4.10 All video footage to be viewed through the webpage must be time and GPS stamped.

13.4.11 The successful bidder will be responsible for any harm or damages that their equipment causes during and after operation.

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13.4.12 All video footage will be required to be available for viewing and download through secure authentication on the webpage application.

13.4.13 The bidders must have the ability to change RPAS operator environment (within region) within 2 weeks upon request; this also talks to the deployment of additional teams up to 3 simultaneous deployments.

13.4.14 All standards and requirements in this document must be adhered to and any deviations must first be discussed with the PRASA Rail Network Telecommunications department. Such proposed deviations can only be deemed accepted by PRASA when confirmed in writing and duly signed by the Chief Engineer Telecommunications.

13.4.15 The RPAS Surveillance Video Requirements are listed in Table below:


Description
Technical specifications for items/ services offered must be submitted. 1. Failure to comply will exclude Tenderers from consideration.
Surveillance video material for the length of the shift.
Capacity to facilitate video footage over a straight section of up to 15 km.
Camera resolution 1080p or more live stream with x9 optical zoom capability and 48MP (4k/60fps).
Variable resolution (1080p, 720p and 480p) for surveillance and central location transmission.
Day/ night and thermal camera, low light performance.
Operation temperature: 0 to 40 degrees Celsius.
GPS enabled.

#### **RPAS Surveillance Video Requirements**

13.4.16 The RPAS Operational Requirements are listed in Table 4 below:

Description
The bidders must comply with all SACAA requirements for commercial operation of RPAS by day and night.
Need to register RPAS from SACAA. Need a RPL license from SACAA. Need a RLA from SACAA. Need a ROC from SACAA. Need an ASL from SACAA. Any other operational requirements as listed by SACAA. Type approval and frequency licensing from ICASA.
The bidder must be able to provide the service countrywide while adhering to the SACAA and ICASA regulations.
The bidder must have the ability to change (per region) deployment environment or deploy a new team within 2 days' notice.
The successful bidder will be responsible for any harm or damages that their equipment caused during their operations.
RPAS operational range of at least 15km or more in one direction from the point of control.
RPAS used must be able to operate without a runway.
RPAS must have the capacity to be airborne continuously for 1-hour in normal conditions.
Allow for switching between 2.4GHz and 5.8GHz frequencies to improve transmission stability and reduce transmission interference.
Allow for lower latency transmission to enable real-time downloading of images.
RPAS controller equipped with a flight monitoring application.
RPAS be equipped with obstacle sensors (optical/ and or infrared sensors) to allow RPAS to make minor adjustments during long range flights, which are irrespective of climbing, descending or coming to a complete stop.
RPAS must have in-built safety features, i.e. RTH (Return to Home) when low battery is detected, when transmission signal is lost and when RPAS is commanded to return.

#### **RPAS Operational Requirements**

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13.4.17 The RPAS Video Storage Capacity are listed in Table below:

Description
The solution must employ a server that has the capacity for storage of 31 days or more of 1080p quality video footage and all footage must be date, time and GPS stamped.
All video footage will belong to PRASA.
Video footage must be stored on a server deployed in a PRASA owned Data Centre and top secret and be accessed via a secure application.
No plug-ins are to be used as part of the RPAS.
The application must use secure authentication (x.509 certificate-based) and access must be controlled by privileged profiles for each user.

#### **Video Storage Capacity**

### **13.5 Security Clearance Due Diligence`**

- 13.5.1** The Directors of the Companies that passed the technical compliance and who are short listed for pricing will be subjected to a compulsory security screening which will be conducted by State Security Agency. Companies that fail the security screening will automatically be disqualified.


### **13.6 Disclaimer**

- 13.6.1 PRASA reserves the right to:
- 13.6.1.1 To appoint a panel as per PRASA Requirements
  - 13.6.1.2 Negotiate with all the short-listed bidders.
  - 13.6.1.3 To reject the lower bids received and/or cancel this bid.

### **14. SAFETY AND COMPLIANCE WITH LEGISLATION AND REGULATIONS**

- 14.1 The Service Provider shall be fully and solely responsible for ensuring compliance with the Occupational Health and Safety Act (Act no 85 of 1993) and any other legislation (e.g. firearm control act) that may apply. In this regard it is specifically pointed out that the Service Provider will, inter alia, have to do the following:
- 14.1.1 Provide and maintain systems of work that is safe and without risk to health and safety.
  - 14.1.2 Eliminate or mitigate hazards or potential hazards before resorting to personal protective equipment.



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- 14.1.3 Establish the hazards pertaining to work and establish what precautions should be taken and provide the means to apply the precautions.
- 14.1.4 Provide information, instructions, training and supervision to ensure health and safety.
- 14.1.5 Not permit anyone to do anything unless the necessary precautions have been taken.
- 14.1.6 Do everything possible to ensure compliance with the applicable legislation.
- 14.1.7 Enforce discipline in the interest of health and safety.
- 14.1.8 Ensure that work is performed under the supervision of a person with the necessary training and authority.
- 14.1.9 Conduct his undertaking in such a manner that he or any other persons are not exposed to hazards to their health and safety.
- 14.1.10 It is specifically recorded that the Service Provider shall, in terms of section 37(2) of the Occupational Health and Safety Act, be fully and solely responsible for ensuring compliance with the provisions of this Act. Should the Contractor find anything in this specification or receive an instruction that may jeopardise his compliance with any legislation he shall bring such finding or instruction to the attention of PRASA and resolve the matter before proceeding.
- 14.1.11 It is further specifically pointed out that the Service Provider shall be registered in terms of the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993) and that he shall be in good standing with respect to the payment of assessments to the Compensation Commissioner.
- 14.1.12 It is further recorded that PRASA will not appoint a bidder who is in arrears with the contributions to the Private Sector Security Provident Fund (PSSPF), PRASA has a responsibility to ensure contractors staff are remunerated in accordance with statutory and also employers comply by paying their monthly dues.
- 14.1.13 It is further recorded that PRASA will not appoint a bidder who is in arrears with the contributions to the Private Sector Medical Aid, Affinity health, PRASA has a responsibility to ensure contractors staff are remunerated in accordance with statutory requirements and that employers comply by paying their monthly dues.
- 14.1.14 It is further recorded that PRASA will not appoint a bidder who is not registered or in arrears with the National Bargaining Council for the Private Security, PRASA has a responsibility to ensure contractors staff are remunerated in accordance with statutory and also employers comply.

- 14.1.15 The Service Provider shall sign a section 37(2) contractual agreement with the specific PRASA Member prior to commencement of any work.
- 14.1.16 Maintaining 100% regulatory compliance with all applicable legislation, planning conditions, consents, licenses and permits.
- 14.1.17 Development and maintenance of a competent, well-trained workforce.
- 14.1.18 Development, integration and maintenance of an Organisational culture that emphasizes the importance of OH&S through all phases of project life cycle, through effective leadership, oversight and engagement. The Service Provider's staff will at all-time wear protective clothing as prescribe by the Occupational Health and Safety act.
- 14.1.19 Every reasonable precaution for the safety of all concerned in the operation of this contract will be catered for by the Service Provider.
- 14.1.20 Safety is the responsibility of the Service Provider and PRASA will not be held responsible for any injuries, accidents or incidents that might occur.
- 14.1.21 If the Service Provider is not complying with legislation his/her work will be ceased until he/she can satisfactorily proof compliance.
- 14.1.22 A documented health and safety plan must be submitted after awarding this bid but prior to commencement of any work, which addresses hazards and identifies and includes safe work procedures to reduce or control these hazards.

## **15. LEGISLATIVE REQUIREMENTS AND TECHNICAL SPECIFICATIONS RELATED TO PROJECT**

### **15.1 The legislative framework is as follows:**

- 15.1.1 The Constitution Act 108 of 1996 – Section 36.
- 15.1.2 Legal Succession Amendment Act, Act 38 of 2008.
- 15.1.3 Criminal Procedure Act, Act 51 of 1977.
- 15.1.4 PSIRA Act, Act 56 of 2001.
- 15.1.5 Prevention of Illegal Eviction from and Unlawful Occupation of Land Act no. 19 of 1998.
- 15.1.6 National Bargaining Council for Private Security Industry
- 15.1.7 Private Security Sector Provident Fund
- 15.1.8 Security Sector Medical Insurance – Affinity Health, The Appointed Service Provider for Medical Insurance service to the private security industry.

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## 15.2 CONTRACT PERIOD

15.2.1 The contract period for the services in all work packages will be 36 months with the option to extend for further 24 months.

15.2.2 The contract for RPAS will be part of a separate work package.

## 15.3 Work Packages and Allocation Model

15.3.1 Bidders will be appointed to the panel of service providers based on the outcomes of the mandatory requirements, technical and site inspection, and the Pricing and Specific Goals evaluation. The bidders will be appointed onto the panel based on their ranking as determined by their total number of points scored. The allocation of work to the panel of service providers will be based on the ranking of the technical evaluation and site inspection. PRASA reserves the right to allocate work based on the operational requirements and logistical strength of the bidder. PRASA fully reserves its rights to negotiate a best and final offer with the companies that are appointed to the panel of service providers.

15.3.2 PRASA reserves the right to allocate complements in part or in full based on the outcomes of the Technical Evaluation and Site Inspection. The work packages (1 to 5) for Panel of Service Providers are tabulated below:

#	Region / Business Unit	Security Complement	GRADE C		Work Package	Maximum Number of qualifying bidders that will be considered for allocation of work
			Armed	Unarmed		
1	Gauteng	2825	1133	1692	Work Package 1	6
2	Western Cape	918	218	700	Work Package 2	4
3	KwaZulu Natal	929	611	318	Work Package 3	2
4	Eastern Cape	88	12	76	Work Package 4	2
5	MLPS Nationally	244	8	236	Work Package 5	5
		5.1.Bloemfontein	8	144		
		5.2. Northern Cape	0	24		
		5.3.Mpumalanga	0	24		
		5.4. Limpopo	0	24		
Total		5 004	1982	3022		

Table: Work package breakdown.

## 16 WORK PACKAGE SELECTION AND PRICING SCHEDULES


### 16.1 Work Package Selection Sheet (Compulsory must be included in envelope 1 Compliance and Technical) – ANNEXURE 7

WORK PACKAGE SELECTION			
#	Work Package	Region / Business Unit	Mark Work Package that bidder is bidding with (X)
1	Work Package 1	Gauteng	
2	Work Package 2	Western Cape	
3	Work Package 3	KwaZulu Natal	
4	Work Package 4	Eastern Cape	
5	Work Package 5	Mainline Passenger Services	
		Bloemfontein	
		Northern Cape	
		Mpumalanga	
		Limpopo	
6	Work Package 6	Security Interventions for Projects National	
7	Work Package 7	Remotely Piloted Aircraft System National	

\_\_\_\_\_  
Bidders Name

\_\_\_\_\_  
Bidders Signature

Table: Work Package Selection

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## 16.2 Pricing

16.2.1 Bidders are advised that PRASA will pay a unit rate for armed and unarmed security officers. The unit cost must address the cost recovery for the following requirements that bidders are required to fulfil:

16.2.1.1 Provision of regulation 21 shooting exercises for armed security officers.

16.2.1.2 Provision of bullet proof vests for all armed security officers.

16.2.1.3 Provision of radio communication as specified by PRASA for the various sites within the corridors that the bidder tenders for.

16.2.1.4 A minimum of 2 supervision visits per shift to all security personnel that are deployed.

16.2.1.5 Transportation for deployment of security personnel as self-posting is not allowed.

16.2.1.6 Provision of equipment such as torches for nightshift.

16.2.2 PRASA will consider bids with a reasonable mark-up on share and overheads. PRASA will in this regard utilise the illustrative pricing schedule as provided by the National Bargaining Council for the Private Security Sector to determine whether a bid is reasonable i.e. whether a company will be able to comply with the statutory requirements to their security officials whilst complying with all PRASA's requirements as set out in the bid documents or whether a bidders price is fair and whether value for money is derived from their pricing in terms of the perimeters set in the illustrative pricing schedule.

16.2.3 Bidders are advised to visit the official website for the National Bargaining Council for ease of reference with respect to the illustrative pricing schedule @ <https://nbcps.org.za/wp-content/uploads/2023/02/Illustrative-Pricing-Guide-2023-2027.pdf>

16.2.4 PRASA will evaluate pricing of bids to determine responsiveness by utilising the National Bargaining Council for the Private Security Sector as a guide to measure responsiveness for pricing. Bidders that price on direct cost or below the direct cost for the security officers will not be considered. The Area 1& 2 illustrative pricing schedule will be used as a guideline.

## 17 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.

### 17.1 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. <b>The minimum threshold for technical evaluation is 80% any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and Specific Goals.</b>
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 Bidders.

### 17.2 EVALUATION PROCESS

17.2.1 The submission by the bidders will be evaluated on the mandatory and functionality criteria as set out in the tender document. PRASA reserves the right to appoint a panel per work package and to reduce or increase the panel of service bidders based on scoring / ranking as per work packages. Should thereafter, 2 or more bidders score equally, the award will be decided by the drawing of lots.

**17.3 BIDDERS MUST BE AWARE THAT QUALIFYING ON THE PANEL OF PRASA DOES NOT GUARANTEE ALLOCATION OF WORK ON ANY OF THE OPERATED SITES FOR PRASA ASSOCIATED BUSINESS UNIT SITES.**

17.4 Interested bidders for this project shall be evaluated in terms for their administrative responsiveness, substantive responsiveness, technical/functional (capacity testing) evaluation and preference points.

<b>BID DESCRIPTION: PANEL OF PRIVATE SECURITY SERVICE PROVIDERS NATIONALLY</b>	 <b>prasa</b> <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
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17.5 The evaluation committee shall use the following Evaluation Criteria depicted in the table below for the selection of the preferred bidder that shall render / deliver the required works, goods and / or services.

<b>EVALUATION PROCESS</b>	
<b>Stage 1</b>	
Stage 1A - Mandatory Requirements	Compliance
Stage 1B - Other Mandatory Requirements	
<b>Stage 2</b>	
Stage 2A- Technical/Functional Requirements	Minimum threshold of 80%
Stage 2B- Site Inspection (Work Package 1,2,3,4,5, and 6)	Minimum threshold of 80%
<b>Stage 3</b>	
<b>Preference Points</b>	
Price	90
Specific Goals	10
<b>TOTAL</b>	<b>100</b>

Evaluation criteria for the selection of potential bidders.

## 17.6 Work Packages 1,2,3,4,5, and 6

### 17.6.1 STAGE 1A – Mandatory Requirements

<b>If you do not submit/meet the following mandatory documents/requirements, your bid will be automatically disqualified:</b>		
a)	Bidders must attend compulsory briefing within the respective regions that they intend to bid for. Bidders that fail attend the compulsory briefing will automatically be disqualified. Each Region will have its own register and Certificate of attendance (Form D). Bidders must ensure that	



<b>If you do not submit/meet the following mandatory documents/requirements, your bid will be automatically disqualified:</b>		
	they sign the registers in the respective regions that they Bid For.	
b)	Signed Joint Venture, Consortium Agreement or Partnering Agreement (whichever is applicable)	
c)	Minimum requirements as set in the compliance checklist per respective work package. ANNEXURE 6	

#### Mandatory Requirements

#### 17.6.2 Stage 1B - Other Requirements

	<b>2. If you do not submit/meet the following mandatory documents/requirements, PRASA may request the bidder to submit the information within five (5) working days. Should this information not be provided, your bid proposal will be disqualified.</b>	
a)	Valid SARS Pin	
b)	Valid COID letter of good standing	
c)	CSD supplier registration number	
d)	Completion of ALL RFP documentation (includes ALL declarations and ALL Standard Bidding Documents (SBD))	

#### Other Mandatory Requirements

Qualifying bidders shall be evaluated on technicality / functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical / functionality requirements is 80%. Bidders who score below the minimum requirement shall not be considered for further evaluation in stage 2 B.

**17.7 Technical Evaluation for Work Packages 1,2,3,4,5 and 6****17.7.1 Stage 2A: Technical Evaluation Criteria**

#	Item Description	Weight
1	Company Experience	25
2	Experience of Operations Manager	15
3	Logistical Capacity	25
4	Systems Security Approach	15
5	Financial	20
<b>Total</b>		<b>100</b>

**Summary of Technical Evaluation**

**17.7.2 Detail of the technical/functional requirements are presented in the table below.**

# BID DESCRIPTION: PANEL OF PRIVATE SECURITY SERVICE PROVIDERS NATIONALLY

BID NUMBER: HO/CORP-SEC/420/06/2024.



#	Criteria	Weight	Scoring
1	<b>Previous Company Experience</b>  (Reference from different clients indicating the duration of contract. The contactable reference letters that must be in the client's letterhead). All reference letters must be specific to security experience. Bidders must submit a minimum of three references to be evaluated. Companies with Rail experience will have an added benefit.	25	0. Below 3 years' experience in Security Services Industry 1. 3 years and above but less than 7 years' experience in Security Services Industry 2. 7 years and above but less than 10 years' experience in Security Services Industry 3. 10 years and above but less than 13 years' experience in Security Services Industry 4. 13 years and above experience in Security Services Industry 5. 13 years and above experience with experience in Security Service Industry including the Rail Environment.
2	<b>Operations Manager Experience</b>  Experience of Operations Manager as an Operations Manager within the Security Industry. A minimum of ten years experience at a Managerial Level is required. (Evidence must be submitted in the form of a CV and proof from a previous/existing employer(s) confirming the number of years experience on the company letterhead)	15	0. Below 2 years' experience in Security Services Industry 1. 2 years and above experience but less than 6 years' experience in Security Services Industry 2. 6 years and above experience but less than 10 years' experience in Security Services Industry 3. 10 years and above experience but less than 14 years' experience in Security Services Industry 4. 14 years and above experience but less than 16 years' experience in Security Services Industry 5. 16 years and above experience in Security Services Industry
3	<b>Logistical Capacity</b>  Bidders are required to demonstrate their logistical capacity to carry out the scope of services required to be rendered for this contract. Evidence to be submitted in the form of certified copies of the Certificates Of Registration (COR) of vehicles registered in the main contractor's company name.	25	0. Less than 6 Vehicles registered in the name of the Main bidder's company name 1. 6 Vehicles but less than 10 Vehicles registered in the name of the Main bidder's company name 2. 10 Vehicles but less than 15 Vehicles registered in the name of Main bidder's company name 3. 15 Vehicles but less than 20 Vehicles registered in the name of the Main bidder's company name 4. 20 Vehicles but less than 25 Vehicles registered in the name of the Main bidder's company name 5. Greater or equal to 25 Vehicles registered in the name of the Main bidder's company name
4	<b>Systems Security Approach</b> Bidders must demonstrate capacity with the following capabilities from the list below: 1. In Vehicle Camera / Driver monitoring. 2. Electronic Time and Attendance 3. Live GPS Guard tracking. 4. Guard Patrol System. 5. Electronic Incident Reporting and Management System. The above information must be validated with screenshots depicting the time and date not older than three months or a letter from the bidder's service provider or a client confirming that the bidder have each of the above services.	15	0. The bidder failed to submit information 1. The bidder demonstrated one capability from the list. 2. The bidder demonstrated two capabilities from the list. 3. The bidder demonstrated three capabilities from the list. 4. The bidder demonstrated four capabilities from the list. 5. The bidder demonstrated all five capabilities from the list.
5	<b>Financial Capability (Evidence Required)</b>  Bidder should submit a complete set of financial statements (Recent 12 months audited financial statements prepared by a registered professional) (Financial Capacity: Operating cash flow: The operating cash flow ratio measures a company's short-term liquidity. Formula: Operating Cash Flow Ratios = Cash Flows from Operations/Current Liabilities.) <b>NB:</b> The Professional's name who prepared the financial statements and registration number must appear on the bidder's submission.	20	0 = No Compliant financial statements submitted 1 = Operating Cash Flows Ratio is less than zero 2 = Operating Cash Flows Ratio is greater or equal to zero and less than 0.5 3 = Operating Cash Flows Ratio is greater or equal 0.5 and less than 1 4 = Operating Cash Flows Ratio is greater or equal 1 and less than 1.5 5 = Operating Cash Flows Ratio is greater or equal 1.5
Total		100	

## Detailed Evaluation Criteria

**Note: Bidders that fail to achieve the minimum overall qualifying score of 80% on functional/technical requirements will not be considered for further site inspection evaluation.**

### 17.8 STAGE 2B: Site Inspection

17.8.1 Bidders who do not meet any of the requirements under the compliance for site inspections will automatically be disqualified.

17.8.2 Qualifying bidders shall be evaluated on site inspection after meeting all compliance requirements outlined in the site inspection. The minimum threshold for the site

inspection is 80%. Bidders who score below the minimum requirement shall not be considered for further evaluation in stage 3.

17.8.3 Tabulated below is the criteria for the site inspection.


#	Item Description	Score
1	Office Facility	30
2	Control Room Equipment and Systems	30
3	Registers and Procedures	20
4	Firearms Compulsary Compliance	No Score
5	Armored Vehicles Compulsary Compliance	No Score
6	Operational Vehicles and Procedures	20
<b>Totals</b>		<b>100</b>

Site Inspection Evaluation Criteria see attached Annexure 5

## 17.9 RPAS Evaluation Criteria (Work Package 7)

### 17.9.1 Stage 1A: Mandatory Requirements

No.	Description of requirement	
	<b>If you do not submit/meet the following mandatory documents/requirements, your bid will be automatically disqualified:</b>	
a)	PSIRA Certificate	
b)	PSIRA Letter of Good Standing	
c)	Comply with all SACAA (South African Civil Aviation Authority) requirements for commercial operation of RPAS (Remotely Piloted Aerial System) by day and night. Air Operational Certificate for RPAS (AOC)	
d)	RPAS Operator Certificate from SACAA.	
e)	Air Service License from SACAA.	
f)	Registered RPAS from SACAA.	
g)	RPAS Pilot License from SACAA for each of the operational areas that the bidder bids for out of a total of ten.	
h)	RPAS Letter of Approval from SACAA.	
i)	Frequency licensing from ICASA (Independent Communications Authority of SA).	
j)	Bidders must attend compulsory briefing within the respective regions that they intend to bid for. Bidders that fail attend the compulsory briefing will automatically be disqualified. Each Region will have its own register and Certificate of attendance (Form D). Bidders must ensure that they sign the registers in the respective regions that they Bid For.	

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No.	Description of requirement	
	<b>If you do not submit/meet the following mandatory documents/requirements, your bid will be automatically disqualified:</b>	
k)	Signed Joint Venture, Consortium Agreement or Partnering Agreement (whichever is applicable)	

### Compliance Evaluation Criteria for RPAS

#### 17.9.2 Stage 1B: Other Mandatory Requirements


	<b>3. If you do not submit/meet the following mandatory documents/requirements, PRASA may request the bidder to submit the information within five (5) working days. Should this information not be provided, your bid proposal will be disqualified.</b>	
a)	Valid SARS Pin	
b)	Valid COID letter of good standing	
c)	CSD supplier registration number	
d)	Completion of ALL RFP documentation (includes ALL declarations and ALL Standard Bidding Documents (SBD))	

#### 17.9.3 STAGE 2 - Technical / Functionality Requirements

17.9.3.1 Qualifying bidders shall be evaluated on technicality / functionality after meeting all compliance requirements outlined above. The minimum threshold for the technical/functionality requirements is 80%. Bidders who score below the minimum requirement shall not be considered for further evaluation in stage 3.

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

RPAS EVALUATION CRITERIA		
#	Criteria	Weight
1	Company Experience	25
2	Capability Assessment for Pilots	25
3	Operations Manager Experience	25
4	Logistical Capacity	25

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<b>Total</b>	<b>100</b>
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Technical Evaluation Criteria for RPAS

17.9.5 Details of the scoring methodology presented above are outlined below:

### 17.9.6 RPAS Detailed Evaluation Criteria

RPAS EVALUATION CRITERIA			
#	Criteria	Weight	
1	<b>Company Experience</b>  The bidder must provide evidence in the form of contactable reference letters in the letterheads of their clients that provide the number of years that the provided RPAS services to its clients. A minimum of three contactable reference letters must be submitted over a period of five years.	25	0 = Bidder failed to submit any documentation as evidence for their experience.
			1 = Bidder has less than 1 year experience.
			2 = Bidder has 1 year and above but below 3 years' experience.
			3 = Bidder has 3 years and above experience but below 4 years' experience.
			4 = Bidder has 4 years' and above experience but below 5 years' experience.
			5 = Bidder 5 years and more years of experience.
2	<b>Capability Assessment for Pilots</b>  The bidder must provide evidence in the form of pilot licences for the provision of services nationally. Bidder must provide a confirmatory affidavit that all pilots whose licences were submitted are in the employ of the main bidder.	25	0 = Bidder failed to submit any licenses of pilots as evidence for its capability in respect of pilots.
			1 = Bidder submitted less than 3 pilot licenses.
			2 = Bidder submitted 3 but less than 5 pilot licenses
			3 = Bidder submitted 5 but less than 7 pilot licenses
			4 = Bidder submitted 7 but less than 10 pilot licenses
			5 = Bidder submitted 10 and more pilot licenses
3	<b>Operations Manager Experience:</b>  The bidder must provide evidence in the form of three contactable references in the letterheads of their clients over a period of five years that confirms that the Operations Manager serviced their RPAS contract. The must collectively reflects the period during which (from - to) the operations manager served the clients.	25	0 = Bidder failed to submit any documentation as evidence for the experience of the operations manager.
			1 = Operations Manager has less than 1-year experience.
			2 = Operations Manager has 1 year and above but below 3 years' experience.
			3 = Operations Manager has 3 years and above experience but below 4 years experience.
			4 = Operations Manager has 4 years and above experience but below 5 years' experience.
			5 = Operations Manager has 5 years and more years of experience.

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4	<b>Logistical Capacity:</b>  The bidder must provide evidence in the form of RPAS Licenses that are registered in the name of the main bidder.	25	0 = Bidder failed to submit any licenses of RPAS that are registered in the main bidders name.
			1 = Bidder submitted less than 3 licenses of RPAS that are registered in the main bidder's name.
			2 = Bidder submitted 3 licenses but less than 5 licenses of RPAS that are registered in the main bidders name.
			3 = Bidder submitted 5 licenses but less than 7 licenses of RPAS that are registered in the main bidders name.
			4 = Bidder submitted 7 licenses but less than 10 licenses of RPAS that are registered in the main bidders name.
			5 = Bidder submitted 10 and more licenses of RPAS that are registered in the main bidders name.
			<b>Total</b>


## RPAS Detailed Evaluation Criteria

### 17.10 STAGE 3: Pricing and Specific Goals

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

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



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17.10.1 The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	<b>90</b>
<b>SPECIFIC GOALS</b>	<b>10</b>
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

17.10.2

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

$$P_s = 90 \left[ 1 - \frac{P_t - P_{\min}}{P_{\min}} \right]$$

Where:


Ps = Points scored for the price of tender under consideration;

Pt. = Rand value of the tender under consideration.

Pin = Rand value of the lowest acceptable tender.

In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

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

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**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 (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Acceptable evidence to be submitted with tender to allow evaluation
B-BBEE Level 1/ Level 2	4		B-BBEE Certificate/Affidavit (in case of JV, a consolidated score card will be accepted)
Minimum 51% Black women owned	2		Certified copy of ID Documents of the Owners
Minimum 51% Black owned	4		Certified copy of ID Documents of the Owners
<b>TOTAL</b>	<b>10</b>		

### 17.11 Security Clearance Due Diligence

17.11.1 The security clearance criteria will be conducted BY State Security Agency, who will provide a recommendation for the attention of the Bid Evaluation Committee.

17.11.2 Any unfavourable outcome of the companies that were short listed based on pricing will lead to an automatic disqualification.

**17.11.3** The companies will be prioritised based on the ranking for pricing. If a company is disqualified on the basis of the security screening the next company on the ranking will automatically be considered.

## **18 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME.**

### **18.1 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.

## **19 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 90/10.


## **20 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).

## **21 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.

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### SECTION 3

#### PRICING AND DELIVERY SCHEDULE


Respondents are required to complete the Pricing Schedule **Annexure:4** 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
  - 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](http://www.etenders.gov.za)) as required per National Treasury Instruction Note 09 of 2022/2023.

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### 3 PERFORMANCE AND BID BONDS (WHERE APPLICABLE)

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

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

### 4 OWNERSHIP OF DESIGN

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

### 5 SERVICE LEVELS

5.1. An experienced national account representative(s) is required to work with PRASA's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.

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

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

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

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

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

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

#### Acceptance of Service Levels:

YES	
-----	--

### 6 TOTAL COST OF OWNERSHIP (TCO)

- 6.1. PRASA will strive to procure goods, services and works which contribute to its mission. In order to achieve this, PRASA must be committed to working with suppliers who share its goals of continuous improvement in service, quality and reduction of Total Cost of Ownership (TCO).
- 6.2. Respondents shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with PRASA in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of transportation services and related logistics provided by PRASA's operating divisions within South Africa to the ultimate benefit of all end-users.

## 7 FINANCIAL STABILITY

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

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

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

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

## 8 VALIDITY OF RETURNABLE DOCUMENTS

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

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

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_


Name \_\_\_\_\_

\_\_\_\_\_

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

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

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

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## 9 CERTIFICATE OF ACQUAINTANCE WITH RFP TERMS & CONDITIONS & APPLICABLE DOCUMENTS

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

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

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

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

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

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

SIGNATURE OF WITNESSES


ADDRESS OF WITNESSES

1 \_\_\_\_\_

Name \_\_\_\_\_

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



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<b>BID NUMBER: HO/CORP-SEC/420/06/2024.</b>	

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

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

## 10 GENERAL CONDITIONS

### 10.1 ALTERNATIVE BIDS

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

### 10.2 PRASA'S TENDER FORMS

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

### 10.3 PRECEDENT

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

### 10.4 RESPONSE TO RFP-CONFIDENTIALITY

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

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

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

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

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

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

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

**10.6 CORRUPTION, GIFTS AND PAYMENTS**

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

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

**10.7 INSURANCE**

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

**10.8 NO CONTACT POLICY**

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

**10.9 CONFLICT OF INTEREST**

No Bidder member, subcontractor or advisor of the response to RFP may be a member of or in any other way participate or be involved, either directly or indirectly in more than one response to RFP or response to RFP during any stage of the Project procurement process, but excluding specialist suppliers of systems and equipment, non-core service providers or financial or commercial institutions whose role is limited purely to lending money or advancing credit to the response to RFP. Bidders are to sign the declaration of interest form. In order to prevent the conflict or potential conflict of interest between Lenders and Bidders to RFP, no advisors or the Contractor/s or Consortium/s to any response to RFP, consortium member or subcontractor may

fulfil the role of arranger, underwriter and/or lead bank to the response to RFP. PRASA may disqualify the response to RFP from further participation in the event of a failure to comply with this provision. PRASA views the potential conflict of interest so great as to warrant the reduction of competition for advisory services.

#### **10.10 COLLUSION AND CORRUPTION**

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

- communicates to a person other than persons nominated by PRASA a material part of its response to RFP; or
- Enters into any Contract or arrangement with any other person or entity that it shall refrain from submitting a response to RFP to this RFP or as to any material part of its Response to RFP to this RFP (refer the prohibition contained in Section 4(1)(b)(iii) of the Competition Act 89 of 1998). The Bidders represents that the Bidder has not, directly or indirectly, entered into any agreement, arrangement or understanding or any such like for the purpose of, with the intention to, enter into collusive 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**

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

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

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

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

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

#### **10.13 RESPONSE TO THE RFP WARRANTY**

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

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**BID NUMBER: HO/CORP-SEC/420/06/2024.**




**prasa**  
PASSENGER RAIL AGENCY  
OF SOUTH AFRICA

## **11 CONDITIONS OF TENDER**

### **General**

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


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## Tenderer's obligations

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

- |   |   |   |
|---|---|---|
| <b>Eligibility</b>  | 1 | Submit a tender only if the <i>tenderer</i> complies with the criteria stated in the Scope of work/ specification.  |
| <b>Cost of tendering</b>                                  | 2 | Accept that PRASA will not compensate the <i>tenderer</i> for any costs incurred in the preparation and submission of a tender.   |
| <b>Check documents</b>                                    | 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.   |
| <b>Copyright of documents</b>                             | 4 | Use and copy the documents provided by PRASA only for the purpose of preparing and submitting a tender in response to this invitation.  |
| <b>Standardised specifications and other publications</b> | 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.   |
| <b>Acknowledge receipt</b>                                | 6 | Preferably complete the Receipt of invitation to submit a tender form attached to the Letter of Invitation and return it within five days of receipt of the invitation.   |
|   | 7 | Acknowledge receipt of Addenda / Tender Briefing Notes to the <i>tender documents</i> , which PRASA's <i>Representative</i> may issue, and if necessary apply for an extension to the <i>deadline for tender submission</i> , in order to take the Addenda into account.  |
| <b>Site visit and / or clarification meeting</b>          | 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. |
| <b>Seek clarification</b>                                 | 9 | Request clarification of the <i>tender documents</i> , if necessary, by notifying PRASA's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> .   |



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- |                          |    |   |
|--------------------------|----|---|
| Insurance                | 10 | Be informed of the risk that needs to be covered by insurance policy. The <i>tenderer</i> is advised to seek qualified advice regarding insurance.  |
| Pricing the tender       | 11 | Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful <i>tenderer</i> . Such duties, taxes and levies are those applicable 14 days prior to the <i>deadline for tender submission</i> .  |
|                          | 12 | Show Value Added Tax (VAT) payable by PRASA separately as an addition to the tendered total of the prices.  |
|                          | 13 | Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the <i>conditions of contract</i> .  |
|                          | 14 | State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Scope of work/ specification. The selected <i>conditions of contract</i> may provide for part payment in other currencies.   |
| Alterations to documents | 15 | Not make any alterations or an addition to the tender documents, except to comply with instructions issued by PRASA's <i>Representative</i> or if necessary to correct errors made by the <i>tenderer</i> . All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like. |
| Alternative tenders      | 16 | Submit alternative tenders only if a main tender, strictly in accordance with all the requirements of the <i>tender documents</i> is also submitted. The alternative tender is submitted with the main tender together with a schedule that compares the requirements of the <i>tender documents</i> with the alternative requirements the <i>tenderer</i> proposes.    |
|                          | 17 | Accept that an alternative tender may be based only on the criteria stated in the Scope of work/ specification and as acceptable to PRASA.  |
| Submitting a tender      | 18 | Submit a tender for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Scope of work/ specification.  |
| NOTE:                    | 19 | <b>Return the completed and signed <i>PRASA Tender Forms and SBD forms provided with the tender. <u>Failure to submit all the required documentation will lead to disqualification</u></i></b>  |

- 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"
- 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	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.
	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.
Tender validity	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> .
	28 Extend the <i>validity period</i> for a specified additional period if PRASA requests the <i>tenderer</i> to extend it. A <i>tenderer</i> agreeing to the request will not be required or permitted to modify a tender, except to the extent PRASA may allow for the effects of inflation over the additional period.
Clarification of tender after submission	29 Provide clarification of a tender in response to a request to do so from PRASA's <i>Representative</i> during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by PRASA's <i>Representative</i> to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the <i>tenderer</i> as corrected by PRASA's <i>Representative</i> with the concurrence of the <i>tenderer</i> , shall be binding upon the <i>tenderer</i>
Submit bonds, policies etc.	30 If instructed by PRASA's <i>Representative</i> (before the formation of a contract), submit for PRASA's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>tenderer</i> in terms of the <i>conditions of contract</i> .
	31 Undertake to check the final draft of the contract provided by PRASA's <i>Representative</i> , and sign the Form of Agreement all within the time required.
	32 Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent 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:

- |                                 |   |  |
|---------------------------------|---|--|
| <b>Respond to clarification</b> | 1 | Respond to a request for clarification received earlier than the <i>closing time for clarification of queries</i> . The response is notified to all <i>tenderers</i> .   |
| <b>Issue Addenda</b>            | 2 | If necessary, issue to each <i>tenderer</i> from time to time during the period from the date of the Letter of Invitation until the <i>closing time for clarification of queries</i> , Addenda that may amend, amplify, or add to the <i>tender documents</i> . If a <i>tenderer</i> applies for an extension to the <i>deadline for tender submission</i> , in order to take Addenda into account in preparing a tender, PRASA may grant such an extension and PRASA's <i>Representative</i> shall notify the extension to all <i>tenderers</i> . |
| <b>Return late tenders</b>      | 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.  |
| <b>Non-disclosure</b>           | 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.  |
| <b>Grounds for rejection</b>    | 5 | Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award.  |
| <b>Disqualification</b>         | 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.   |
| <b>Test for responsiveness</b>  | 7 | Determine before detailed evaluation, whether each tender properly received <ul style="list-style-type: none"> <li>• meets the requirements of these Conditions of Tender,</li> <li>• has been properly signed, and</li> <li>• is responsive to the requirements of the <i>tender documents</i>.</li> </ul>  |
|                                 | 8 | Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the <i>tender documents</i> without material deviation or qualification. A material deviation or qualification is one which, in PRASA 's opinion would   |

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

<b>Non-responsive tenders</b>	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.
<b>Arithmetical errors</b>	11	<p>Check responsive tenders for arithmetical errors, correcting them as follows:</p> <ul style="list-style-type: none"> <li>• Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.</li> <li>• If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected.</li> <li>• Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the <i>tenderer's</i> addition of prices, the total of the Prices, if any, will be corrected.</li> </ul>
	12	Reject a tender if the <i>tenderer</i> does not accept the corrected total of the Prices (if any).
<b>Evaluating the tender</b>	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.
<b>Clarification of a tender</b>	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.
<b>Acceptance of tender</b>	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> .

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Notice to unsuccessful tenderers	16	After the successful <i>tenderer</i> has acknowledged PRASA's notice of acceptance, notify other <i>tenderers</i> that their tenders have not been accepted, following PRASA's current procedures.
Prepare contract documents	17	<p>Revise the contract documents issued by PRASA as part of the <i>tender documents</i> to take account of</p> <ul style="list-style-type: none"> <li>• Addenda issued during the tender period,</li> <li>• inclusion of some of the <i>tender returnables</i>, and</li> <li>• other revisions agreed between PRASA and the successful <i>tenderer</i>, before the issue of PRASA's notice of acceptance (of the tender).</li> </ul>
Issue final contract	18	Issue the final contract documents to the successful <i>tenderer</i> for acceptance within one week of the date of PRASA's notice of acceptance.
Sign Form of Agreement	19	<b>Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of PRASA's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party shall comply with the request.</b>
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.