

<b>REQUEST FOR TENDER – APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A PROTECTIVE BARRIER WALL WITH GATES &amp; BARBED WIRE BETWEEN LEBALENG (LEFT SIDE OF THE RAILWAY), AROUND MABOPANE BALLOON TO KOPANONG (RIGHT) ALONG MABOPANE CORRIDOR REFERRED TO WORK PACKAGE 4.</b>	 <small>PASSENGER RAIL AGENCY OF SOUTH AFRICA</small>
<b>HO/PT/ENG/(PW)/228/03/2023</b>	

<b>BID NUMBER: HO/PT/ENG/(PW)/228/03/2023.  REQUEST FOR TENDER – APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A PROTECTIVE BARRIER WALL WITH GATES &amp; BARBED WIRE BETWEEN LEBALENG (LEFT SIDE OF THE RAILWAY), AROUND MABOPANE BALLOON TO KOPANONG (RIGHT) ALONG MABOPANE CORRIDOR REFERRED TO WORK PACKAGE 4.</b>	
<b>CLOSING DATE</b>	<b>20 April 2023</b>
<b>CLOSING TIME</b>	<b>12H00</b>
<b>BID DOCUMENTS DELIVERY ADDRESS</b>	<b>Passenger Rail Agency of South Africa,  30 Wolmarans Street  Umjantshi House  Braamfontein,2001</b>
<b>BIDDER NAME</b>	.....
<b>BID RETURN ADDRESS (BIDDING ENTITY RETURN ADDRESS)</b>	<b>Contact Number.....</b>  <b>Company Name.....</b> ..... ..... .....

<b>BID DESCRIPTION: REQUEST FOR TENDER – APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A PROTECTIVE BARRIER WALL WITH GATES &amp; BARBED WIRE BETWEEN LEBALENG (LEFT SIDE OF THE RAILWAY), AROUND MABOPANE BALLOON TO KOPANONG (RIGHT) ALONG MABOPANE CORRIDOR REFERRED TO WORK PACKAGE 4.</b>	
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## Disclaimer

This document is provided solely for the purpose set out in this RFT 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 RFT 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 RFT 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 RFT either directly or through an intermediary then such recipient, Bidder will be disqualified forthwith from participating in the RFT.

Each recipient of this RFT 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,

<b>BID DESCRIPTION: REQUEST FOR TENDER – APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A PROTECTIVE BARRIER WALL WITH GATES &amp; BARBED WIRE BETWEEN LEBALENG (LEFT SIDE OF THE RAILWAY), AROUND MABOPANE BALLOON TO KOPANONG (RIGHT) ALONG MABOPANE CORRIDOR REFERRED TO WORK PACKAGE 4.</b>	
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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 RFT each Bidder and each of its members agrees to maintain its submission in Bid to this RFT 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 RFT.

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 RFT regarding the content of a response to the RFT 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 RFT and/or its receipt of a Tender in response to it. Please note that PRASA reserves the right to:

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

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

To adopt any Tender made by any bidder at any time and to include such Tender 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 RFT 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.

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

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

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## **SECTION 1**

### **1 LIST OF APPENDICES**

<b>INVITATION TO BID PART A – (SBD1)</b>	<b>Form A</b>
<b>TERMS AND CONDITIONS FOR BIDDING PART B</b>	<b>Form B</b>
<b>TENDER FORM (PRICING SCHEDULE) – Volume 2</b>	<b>Form C</b>
<b>SITE INSPECTION CERTIFICATE / PRE-TENDER BRIEFING SESSION</b>	<b>Form D</b>
<b>STATEMENT OF WORK SUCCESSFULLY CARRIED OUT BY BIDDER</b>	<b>Form E</b>
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<b>SBD 4 BIDDERS DISCLOSURE</b>	
<b>SBD 5 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME</b>	
<b>SBD 6.1 POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022</b>	

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## **2 LIST OF ANNEXURES**

Draft Contract	Annexure 1
RFT Clarification FORM	Annexure 2
Performance Bond	Annexure 3
Specification SPK7/1	Annexure 4
SHE Specification PRASA Technical	Annexure 5

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### **3 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
RFT	Request for Proposal
SANAS	South African National Accreditation System

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#### 4 INTERPRETATION

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

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

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## 5 DEFINITIONS

In this RFT 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:

- “Accounting Authority” means the Board of PRASA;
- “Contract” means the Contract to be entered between PRASA and the successful Bidder for the provision of the *services* procured in this RFT.
- “Bid” means the Bid to the RFT submitted by Bidders;
- “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;
- “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;
- “Black Equity” means the voting equity held by Black People from time to time;
- “Black People” has the same meaning as ascribed to the Broad-Based Black Economic Empowerment Act, 2003, as amended .
- “Black Woman” means African, Coloured and Indian South Africa Female citizen;
- “Briefing Note” means any correspondence to Bidders issued by the PRASA;
- “Business Day” means any day except a Saturday, Sunday or public holiday in South Africa;
- “Bidders” means individuals, organisations or consortia that have been submitted responses to the RFT in respect of the tender;
- “Consortium” means any group of persons or firms jointly submitting a Bid as Bid to this RFT and “Consortia” means more than one Consortium;
- “Contractor” the successful Bidders who has signed a Contract with PRASA in terms of this RFT.
- “Closing Date” means the closing date for submission of bids/ Proposals by Bidders which is **20 April 2023 @ 12H00.**
- “Project” means this project for the **APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A PROTECTIVE BARRIER WALL WITH GATES & BARBED WIRE BETWEEN LEBALENG (LEFT SIDE OF THE RAILWAY), AROUND MABOPANE BALLOON TO**

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**KOPANONG (RIGHT) ALONG MABOPANE CORRIDOR REFERRED TO WORK PACKAGE 4.**

“RFT” means the Request for Proposals issued by PRASA for this tender; and

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

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## SECTION 2

### 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 RFT [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations, or enterprises [hereinafter referred to as an **entity**, **Bidder**].

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<b>BID ADVERT</b>	This RFT 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>17 March 2023</b>
<b>ISSUE DATE</b>	<b>17 March 2023</b>
<b>BRIEFING SESSION</b>	<b>COMPULSORY</b>
<b>CLOSING DATE</b>	<b>20<sup>th</sup> April 2023 at 12h00</b> Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
<b>VALIDITY PERIOD</b>	<b>90 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

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	and conditions, if the internal evaluation process has not been finalised within the validity period.
<b>CLOSING DATE FOR QUESTIONS</b>	<b>05 April 2023</b>
<b>CLOSING DATE FOR RESPONSES</b>	<b>10 April 2023</b>
<b>CONTACT PERSON</b>	<b>Agnes Sekhuthu – <a href="mailto:asekhuthu@prasa.com">asekhuthu@prasa.com</a> and copy Rosemary Moagi at <a href="mailto:rmoagi@prasa.com">rmoagi@prasa.com</a></b>

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

## 2 FORMAL BRIEFING

A compulsory RFT briefing will be conducted at **Pretoria Station, 2nd Floor Boardroom** on the **27 March 2023**, at **11H00** [Respondents to provide own transportation and accommodation].

The briefing session will start punctually, and information will not be repeated for the benefit of Respondents arriving late.

- 2.1 A Certificate of Attendance in the form set out in Form D hereto must be completed and submitted with your Proposal as proof of attendance is required for a compulsory site meeting and/or RFT briefing. Bidders must also appear on the Compulsory Briefing session Register.
- 2.2 Respondents failing to attend the compulsory RFT briefing may be disqualified.

## 3 BRIEFING SESSION MINUTES AND NOTES

- 3.1 PRASA will issue briefing session minutes or notes together with the response to the clarification questions.
- 3.2 Bidders / Respondents are requested to promptly confirm receipt of any clarifications sent to them.
- 3.3 Bidders / Respondents must ensure responses to the clarifications are received on or before the deadline date stated.
- 3.4 Clarifications will be issued to all Respondents to this RFT utilizing the contact details provided at receipt of the responses to the RFT documentation, after submission to the authorised representative.

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#### 4 PROPOSAL SUBMISSION OF RFT RESPONSE

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

RFT No:	<b>HO/PT/ENG/(PW)/228/03/2023</b>
Description of Bid	<b>REQUEST FOR TENDER – APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF A PROTECTIVE BARRIER WALL WITH GATES &amp; TOP BARBED WIRE BETWEEN LEBALENG (LEFT), AROUND MABOPANE BALLOON TO KOPANONG (RIGHT) ALONG THE MABOPANE CORRIDOR REFERRED TO WORK PACKAGE 4.</b>

Closing date and time: **20 April 2023 @ 12H00**

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

#### 5 DELIVERY INSTRUCTION FOR RFT

Delivery of Bid

The Bid envelopes/packages must be submitted at PRASA, **Umjantshi House, at 30 Wolmarans Street, Braamfontein, 2001.** – (There will be a tender submission register which has to be completed by all the bidders submitting the tenders).

#### 6 B-BBEE JOINT VENTURES OR CONSORTIUMS

Respondents who would wish to respond to this RFT as a Joint Venture [JV] or consortium with B-BBEE entities, should state their intention to do so in their RFT 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 RFT 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.

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## 7 COMMUNICATION

- 7.1 For specific queries relating to this RFT during the RFT process, bidders are required to adhere strictly to the communication structure requirements. [asekhuth@prasa.com](mailto:asekhuth@prasa.com) and copy Rosemary Moagi at [rmoagi@prasa.com](mailto:rmoagi@prasa.com) on or before 05<sup>th</sup> April 2023, substantially in the form set out in Annexure 2 hereto.
- 7.2 In the interest of fairness and transparency PRASA's response to such a query will be made available to the other Respondents who have attended a compulsory and a non-compulsory briefing session. For this purpose PRASA will communicate with Respondents using the contact details provided at the compulsory and a non-compulsory briefing session.
- 7.3 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 RFT between the closing date and the date of the award of the business. Furthermore, Respondents found to be in collusion with one another will automatically be disqualified and restricted from doing business with PRASA in future.

## 8 CONFIDENTIALITY

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

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## 9 INSTRUCTIONS FOR COMPLETING THE RFT

9.1 All responses to the RFT 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 Specific Goals response.

9.2 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.

9.3 Bidders must submit 1 original response and may submit copies and 2 electronic version which must be contained in a Memory Card/External hard drive etc clearly marked as Volume 1 and Volume 2 in the Bidders name. PRASA reserves the right to consider information provided in all formats irrespective the format i.e original/copy/electronic.

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

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

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

9.7 Each response to RFT 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 RFT. Responses to RFT should be neatly and functionally bound, preferably according to their different sections.

9.8 The original responses to RFT 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 RFT as proof of authorization. By signing the responses to RFT the signatory warrants that all information supplied by it in its responses to RFT is true and correct and that the responses to RFT and each party whom the responses to RFT signatory represents, considers themselves subject to and bound by the terms and conditions of this RFT.

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- 9.9 The responses to RFT formulation should be clear and concise and follow a clear methodology which responses to RFT should explain upfront in a concise Executive Summary and follow throughout the responses to RFT.
- 9.10 Responses to RFT must provide sufficient information and detail in order to enable PRASA to evaluate the responses to RFT, 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 RFT. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.
- 9.11 Information submitted as part of a responses to RFT should as far as possible, be orderly according to the order of the required information requested by PRASA. All pages should be consecutively numbered.
- 9.12 Responses to RFT should ensure that each requirement contained in the RFT is succinctly addressed. Responses to RFT should as far as possible use the terms and definitions applied in this RFT and should clearly indicate its interpretation of any differing terminology applied.
- 9.13 Response to RFT documents are to be submitted to the address specified in [this RFT](#), 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.
- 9.14 Unless otherwise expressly stated, all Proposals furnished pursuant to this RFT shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.
- 9.15 Any additional conditions must be embodied in an accompanying letter. Subject only to clause 16 [Alterations made by the Respondent to Bid Prices] of the General Bid Conditions, alterations, additions or deletions must not be made by the Respondent to the actual RFT documents.
- 9.16 Bidders are required to review the Contract. Bidders may further amend and or delete any part of the Draft Contract where they deem fit to do so. Where Bidders have amended and or deleted any part of the Contract, it must be clearly visible by using track changes and must ensure that the disc copy of their bid submission for the Draft Contract is in word version and not password protected. **It must be noted that the marked-up Contract will form part of contract negotiations processes with the preferred bidder.**

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<b>BID NUMBER: HO/PT/ENG/(PW)/228/03/2023</b>	

## 10 RFT 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.

RFT PROCESS	MILESTONE DATES
Appointment of the successful Bidder	TBA
Bid issue date	<b>17 March 2023</b>
Briefing Session for Bidders at the <b>Pretoria Station, 2nd Floor Boardroom.</b>	<b>27 March 2023 at 11h00</b>
Closing date for Questions	<b>05 April 2023</b>
Closing date for Responses	<b>10 April 2023</b>
Closing Date for Submission of final Bid	<b>20 April 2023 @12H00</b>
Contract Commencement	TBA
Contract Negotiations	TBA
Evaluation of Proposals (Bidders note that PRASA may call for Presentation of bidders offers at any stage of the evaluation process)	TBA
Signing of Contract	TBA

## 11 LEGAL COMPLIANCE

Bidders should ensure that they comply with all the requirements of the RFT 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.

## 12 NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Respondents are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at

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<https://secure.csd.gov.za>. Respondents are required to provide the following to PRASA in order to enable it to verify information on the CSD:

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

### 13 TAX COMPLIANCE

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

It is a condition of this RFT 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) and the National Treasury shall verify the Respondent's tax compliance status through the Central Supplier Database (CSD).

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

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

New Tax Compliance Status (TCS) System

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

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

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

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#### **14 PROTECTION OF PERSONAL DATA**

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

#### **15 VALIDITY PERIOD**

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

#### **16 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.

#### **17 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).

#### **18 FAIRNESS AND TRANSPARENCY**

PRASA views fairness and transparency during the RFT 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**

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

#### **1. INTRODUCTION**

This document serves as a bid specification for the appointment of a contractor for the construction of a protective barrier wall with gates & barbed wire between Lebaleng (Left), around Mabopane Balloon to Kopanong (Right) referred to work package 4 along the Mabopane corridor.

The scope of work includes the supply, delivery, and installation of perimeter walling with gates & barbed wire between Lebaleng (Left), around Mabopane Balloon to Kopanong (Right).

#### **2. BACKGROUND**

Railway systems are of crucial importance to the economy of any country due to their impact on mobility, their potential to improve land use or development in urban centres and because of rail's relatively low environmental footprint when compared to other transport modes. An efficient railway system maximizes revenues and minimizes costs while providing and maintaining the desired level of service to the citizens of the country.

Rail infrastructure in South African was designed to link Central Business Districts (CBDs) to residential areas. PRASA rail network has a mandate to link residential areas to major centres of economic activity – mostly industrial areas and CBDs. South Africa has particularly low to medium-density patterns of residential and commercial development. This is testimony in part to its geographical endowment of an abundance of space and to the socio-political heritage of separate development. Rail transport (if efficient) can be an effective node within the working-class category group.

The development proposed is aimed at addressing the urgent need for increased security in the rail corridor between the Mabopane and Pretoria station, making the rail system operational and efficient. Over the years, train surfers, cable theft, arson and vandalism have had detrimental effects on the operational efficiency of the PRASA rail network.

The agency has lost a tremendous amount of revenue due to the consistent sabotage to its infrastructure. PRASA has also had a major challenge with issues pertaining the encroachment of illegal settlements along railway tracks. This has led to several accidents and casualties due to people crossing active rail tracks to get to their illegal settlements within the rail corridor. Currently, in South Africa, the need for public transport is rapidly increasing with population growth, and any operational disruptions preclude the rail network from meeting the growing demand in transportation. As a mitigation strategy to this matter, PRASA has decided to construct a high perimeter fence, integrated with sophisticated telecoms security systems to protect the rail corridor from train surfers, cable theft, arson, and vandalism, thus nullifying the current operational inefficiencies.

## **2.1 Status Quo**

Most of the infrastructure along the railway corridor from Mabopane to Pretoria had been severely vandalized and stripped for scrap. Currently the section between Pretoria and Hercules is porous with inadequate walling solution that has been broken, removed, and non-existent in different locations. As such, it does not serve the purpose of preventing unauthorised access into the railway system leading to increased theft and vandalism of railway assets, illegal crossing of the railway line and loss of revenue.

## **2.2 Problem Statement**

The infrastructure required for the operation of the train service between Mabopane to Pretoria had been severely vandalized and stripped for scrap. The rail system has in ages been operating with inadequate walling system therefore sensitive equipment such as Power substations, Overhead Track Equipment (OHTE), Signalling Equipment Rooms (SER) and Train stations were easily accessible by the public. PRASA has been losing revenue and expensive railway assets in the last few years due to theft and vandalism which resulted in poor service offering causing revenue loss for the organisation.

## 2.3 Pictorial

The pictures below indicate PRASA vandalized elements:

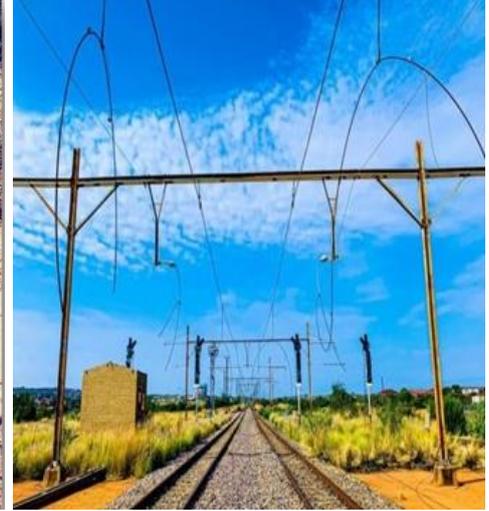


Figure 1: Shows under-dig breach

Figure 2: Shows illegal trenching  
due to cable theft.

Figure 3: Shows Cable theft

## 3. OBJECTIVES OF THE PROPOSED

- Protect all PRASA's Infrastructure and critical equipment's from public access.
- Prevent unauthorized entrance of individuals into the railway corridor.
- Avoid re-occurrence of vandalism and theft in the rail system along the corridor.
- Avoid shutdown of services and protect individuals using the services from paying excessive prices in other modes of transportation.
- Avoid services delays caused to hit-by-train incidents caused by object and people going in and out of the rail.

## 4. SCOPE OF WORK

The scope of works involves the construction of a barrier wall made up of a pre-cast concrete wall and reinforced mesh panel fence with 3305mm x 1200mm galvanized panels with an aperture size 76.2mm x 12.7mm, with galvanized the alu-coated king posts with locking recess mechanism, and installation of security gates & barbed wire on top of wall and fence.

The scope of WP 4 includes:

- Recovery of existing fences/wall along the perimeter covered by this project and haul to Rebecca Depot.

- Supply and Construction of a 3.5m high pre-cast concrete wall from Natural Ground Level (NGL), with an under-dig of 0.5m and a strength of minimum 30MPa in accordance with drawing KB058-PRASA-DS-003.
- Supply and Installation of reinforced 358-mesh fence (military grade) in exceptional areas in accordance with drawing KB058-PRASA-DS-004.
- Supply and installation of different lengths of reinforced 358-mesh fence (military grade) access gates at identified locations in accordance with drawing KB058-PRASA-DS-001
- Supply and installation of barbed wire on top of the wall or fence
- Preparation of access roads for the contractors and PRASA to access the work site.

#### **4.1 Preferred Option**

The preferred option is to build a 3.5m high pre-cast concrete wall from NGL, with an under-dig of 0.5m and a minimum strength of 30Mpa in majority of section Lebaleng (Left), around Mabopane Balloon to Kopanong (Right). A reinforced mesh panel fence will be installed in exceptional areas. All works to be executed in accordance with the project specifications.

#### **4.2 Targeted areas by this project**

The target area for this project is between Lebaleng (Left), around Mabopane Balloon to Kopanong (Right) KB058/PRASA/ST/LP/LS-001 to KB058/PRASA/ST/LP/LS-031, respectively. The perimeter of the wall is estimated to be 16km – 20km.

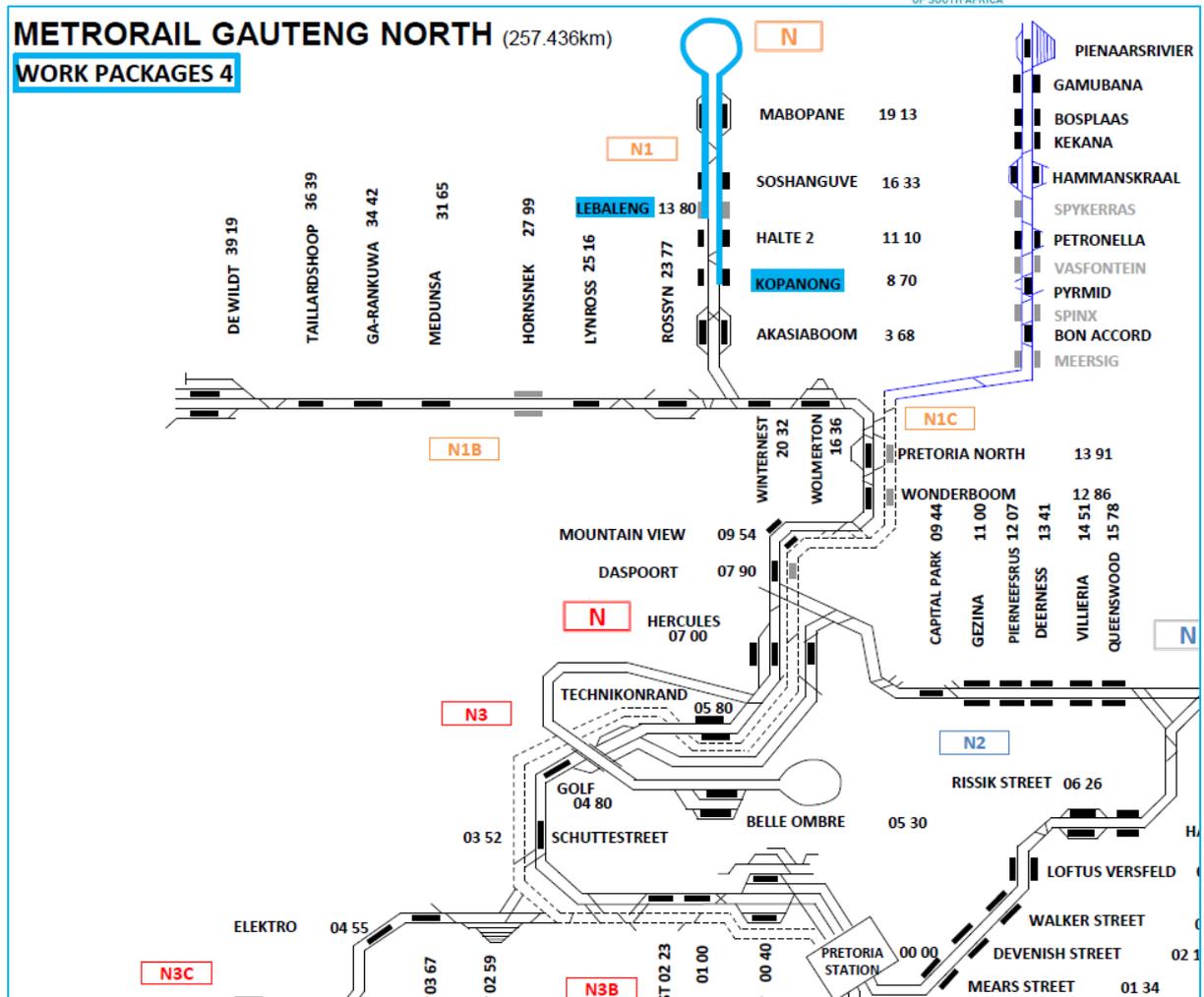


Figure 4.2: Work Package 4

### 4.3 FORM OF CONTRACT

The JBCC contract will be used in this Project.

### 4.4 Other Projects in Mabopane Corridor

- Normal PRASA infrastructure maintenance activities which may interreact with this project
- Phase 1 Walling Project on substations, signal equipment rooms and operational infrastructure
- Station Rehabilitation Project along the Mabopane Corridor
- Construction of street-to-street pedestrian bridges crossing the railway infrastructure at selected points

## 5. OVERALL STAFFING AND KEY PROFESSIONAL STAFF

Provide copies of original qualifications and certificates of professional bodies. The copies must be certified by commissioner of oath. The date on the stamp shall be three months or less old,

before the closing date of the tender. If the qualification has been awarded in other language than English, please provide translation in English.

The following are the minimum key staffing requirements.

- Team Leader / Project Manager
- Construction Manager
- Site Supervisor (Civil)
- OHS officer.

### **5.1 Minimum Qualification of Key Professional Site Staff**

- **Team Leader/Project Manager**
  - BSc. Degree / B.Tech in Civil Engineering or Construction Management
  - Project Management qualification.
- **Construction Manager**
  - BSc. Degree / B.Tech in Civil Engineering or Construction Management
  - Registration in South African Council for the Project and Construction Management Professions (SACPCMP)
- **Site Supervisor (Civil)**
  - National Diploma or higher in Civil Engineering
- **Construction Health and Safety Officer**
  - OHS officer.
  - Registration with SACPCM

## **6. SPECIFICATION OF THE WORKS OF PRODUCTS OR SERVICES REQUIRED.**

The following general, SANS and PRASA standards will influence the project design and construction:

- SANS 3000-1:2009 Railway Safety Management
- BBF 3690 Version 1 Electrical Safety instruction
- Occupational Health and Safety Act, 1993 (Act 85 of 1993)
- SANS 10400: The application of the National Building Regulations
- SANS 10246: Accessibility of Buildings to Disabled Persons
- SANS / IEEE 725 / 80: - IEEE guide for safety in AC substation Grounding
- SANS / IEC 62271-1:103: High-voltage switchgear and control gear –
- Part 103: Switches for rated voltages above 1 kV up to and including 52kV.

- SANS / IEC 62271-1:102: High-voltage switchgear and control gear – Part 102: Alternating current disconnectors and earthing switches.
- SANS / IEC 62271-100: High-voltage switchgear and control gear – Part 101: Alternating current circuit breakers.
- SANS / IEC 62271-1: High-voltage switchgear and control gear – Part 1: Common specifications
- SANS 10280-1: Overhead power lines for conditions prevailing in South Africa – Part 1
- SANS 10280: Overhead power lines for conditions prevailing in South Africa.
- SANS 10199: The design and installation of earth electrodes
- SANS 1195: Bus bars
- GL-018 Version 2: Inspection and handing over of Electrical Equipment.
- D224EB: Standard Specification for the cabling of High Voltage Substation
- CEE.0045 Version 2002/1: Painting of steel components of electrical equipment
- Manual for Track Maintenance (2000)
- CEE.0183 Version 2: Hot dip galvanizing and painting of electrification steelwork
- SANS 61024-1-2: Protection of structures against lightning part 1 and general principals
- Section 2, Guide B: Design, installation, maintenance inspection of lightning protection systems
- SANS 62040-1: Uninterruptible Power Systems (UPS) Part 1 – General and Safety Requirements for UPS
- SANS 61024-1-1: Protection of structures against lightning Part 1: General principals Section 1: Guide A – selection of protection levels for lightning protection systems
- SANS 10142: The wiring of premises (all Parts)
- SANS 10389-1: Exterior lighting Part 1 Artificial lighting of exterior areas
- SANS 10199: The design and installation of earth electrodes
- SANS 10389-2: Exterior lighting Part 2 Exterior security lighting
- SANS 1765: Low voltage switchgear and control gear assemblies' distribution boards) with a rated short-circuit withstand strength up to and including 10kA.
- SANS 10313: The protection of structures against lightning.
- SANS 10100-2:2014: The structural use of concrete – Materials and execution of work
- SANS 282:2011: Bending Dimensions & Scheduling of Steel and Reinforcement for Concrete
- SANS 10162-2:2011: The structural use of steel Part 2: Limit-states design of cold-formed steelwork
- SANS 10162-2:2011: The structural use of steel Part 2: Limit-states design of cold-formed steelwork
- SANS 10160-7:2011: Basis of Structural Design & Actions for buildings and Industrial Structures – Part 7: Thermal Actions
- SANS 10160-3:2019: Basis of Structural Design & Actions for buildings and Industrial Structures – Part 3: Wind actions

- SANS 10160-2:2011: Basis of Structural Design & Actions for buildings and Industrial Structures – Part 2: Self-weight and Imposed Loads
- SANS 10160-2:2011: Basis of Structural Design & Actions for buildings and Industrial Structures – Part 2: Self-weight and Imposed Loads
- SANS 10144:2012: Detailing of steel reinforcement for concrete.
- SANS 10100-1:2000: The structural use of concrete – Design
- SANS 1200 DM – Standardized specification for civil engineering construction Section DM: Earthworks (roads, subgrade)
- SPK 7/1 - Specification for works on, over, under or adjacent to railway lines and near high voltage equipment.
- SANS 3000 - Railway safety management (Parts 1 to 3) 2009 or latest edition.
- PRASA minimum Security Requirement

### **6.1 Technical Specification for Concrete Wall Fence**

The concrete wall construction shall be in accordance with the all-relevant specification as specified in Section 5.1 above and in accordance with the following site-specific Drawings: KB058/PRASA/ST/LP/LS-001 to KB058/PRASA/ST/LP/LS-031.

- 6.1.1 The Height of the concrete wall shall be 3.5m above the natural ground level.
- 6.1.2 The Height of the concrete wall(under-dig) below the natural ground level shall be 0.5m.
- 6.1.3 The grade of concrete for the fence in all areas shall be minimum 30MPa.
- 6.1.4 The thickness of horizontally spanning precast wall panels in all areas shall be 180mm.
- 6.1.5 Reinforced precast column H-sections shall be used in accordance to draw KB058/PRASA/DS-003.
- 6.1.6 The spacing of the precast column H-sections shall be 5m centre to centre.
- 6.1.7 The column base dimensions shall suit ground conditions, as specified by the geotechnical engineer, in accordance with Drawing No. KB058/PRASA/ST/C4/FFL-001 to KB058/PRASA/ST/C4/FFL-031.
- 6.1.8 The base founding depth shall suit ground conditions, as specified by the geotechnical engineer in accordance with Drawing No KB058/PRASA/ST/C4/FFL-001 to KB058/PRASA/ST/C4/FFL-031.
- 6.1.9 The column concrete cover in non-water exposed areas shall be 30mm.
- 6.1.10 The column concrete cover in water exposed areas shall be 40mm.
- 6.1.11 The precast wall concrete cover in non-water exposed areas shall be 30mm.
- 6.1.12 The precast wall concrete cover in water exposed areas shall be 40mm.
- 6.1.13 The base concrete cover in all areas shall be 50mm.
- 6.1.14 The fire resistance for all concrete structural elements shall be 2 hours.
- 6.1.15 The mild steel grade shall be 250N/mm<sup>2</sup>.
- 6.1.16 The high yield steel grade shall be 450N/mm<sup>2</sup>.

## 6.2 Civil Works specification

The following Civil Design and Building standards shall be adhered to throughout the duration of the project:

- CSIR (The Red Book): Guidelines for Human Settlements Planning and Design TRH 4: Structural Design of Urban and Rural Roads
- SANS 1200: Standardized Specification for Civil Engineering Construction
- CMA Book 2: Concrete Block Paving Book 2 – Design Aspects
- TRH 4: Guideline for Road Construction Materials

## 6.3 Steel Gate Specification

### **REFERENCE CODES AND STANDARDS:**

- CSIR TEST 050036,050056, T09998
- SABS TEST 2536/YM139
- NATO STOCK 5660-99-458-7414
- ICAO MANUAL

### **SPECIFICATION AND DESCRIPTION STEEL FENCE INCLUDING ACCESS GATES**

- 6.3.1 The general specifications for fencing and gate material shall be the reinforced panel mesh fence or equivalent and sliding gates.
- 6.3.2 The contractor shall supply and install all grade 350W steel materials, galvanized steel.
- 6.3.3 The contractor shall supply and install all galvanized pipes, one piece without joints. Furnish moisture proof caps for all posts.
- 6.3.4 The contractor shall supply and install zinc coating that shall be smooth and essentially free from lumps, globs, or points.
- 6.3.5 The contractor shall supply and install miscellaneous material that shall be galvanized.
- 6.3.6 The contractor shall supply and install all king posts 4.2m long strengthened Taper Locking Posts.
- 6.3.7 The contractor shall supply and install All king posts which are 85mm thick - tapering to 45mm with a depth of 85mm & a thickness of 4mm.
- 6.3.8 The contractor shall supply and install all king posts which include “Locking Recess Mechanism” to secure panel edge.
- 6.3.9 The contractor shall supply and install all king posts shall be galvanized, then alu-coated.
- 6.3.10 The contractor shall supply and install all panels that are of military grade reinforced panels (including composite).



- 6.3.11 The contractor shall supply and install panels which shall be 3.305m in width and 3.5m in height (modular split)
- 6.3.12 The contractor shall supply and install panel aperture sizes(centres) which shall be 76.2 x 12.7mm.
- 6.3.13 The contractor shall supply and install wire diameter which shall be 3mm.
- 6.3.14 The contractor shall supply and install panels which shall have 2 x 70-degree flanges along sides (internal fixtures-all fixtures shall be on the inside of fence line).
- 6.3.15 The contractor shall supply and install panels which shall have 1 x 90degree flange along top & 1 x 30-degree flange along toe (integrated rigid angle).
- 6.3.16 The contractor shall supply and install panel king posts which shall have a flush panel post finish with no climbing aid.
- 6.3.17 The contractor shall supply and install panel which shall be affixed to king post over 48-line wires using 8 x Double Bolt comb and 8 x Single bolt comb clamps using 24 x Anti-Vandal Bolts.
- 6.3.18 The contractor shall supply and install panels and fixtures which shall be galvanized.
- 6.3.19 The contractor shall supply and install panel post connection which can withstand all possible loading combinations including impact loading, wind, dead, live and seismic loading as per the applicable SANS standards.
- 6.3.20 The contractor shall provide composite infill which shall be reinforced with a specialized tube to resist angle grinder, reciprocating saw and acetylene torch.
- 6.3.21 The contractor shall provide and install a 100mm high toughened steel Shark Tooth Spike which shall be affixed to panel edge, internally at 150mm intervals using Anti-Vandal bolts.
- 6.3.22 The contractor shall provide and install a spike finish which shall be galvanized.
- 6.3.23 The contractor shall provide and install a 400mm “under-dig” which shall be secured to the lower edge integrated angle.
- 6.3.24 The contractor shall provide and install 6m wide gates for sites specified which shall be of the Sliding Type in accordance with drawing KB058/PRASA/DS-001.
- 6.3.25 The contractor shall provide and install 1m wide gates for sites specified which shall be of the Swing Type in accordance with drawing KB058/PRASA/DS-002.
- 6.3.26 The contractor shall ensure that all connections and joints for both Sliding and Swing Type gates which shall be welded to form rigid frames or assembled with corner fittings in accordance to Drawing No KB058/PRASA/DS-001 and KB058/PRASA/DS-002.
- 6.3.27 The contractor shall ensure that for all swing gates, hinges shall not twist or turn under the action of the gate, shall be so arranged that a closed gate cannot be lifted off the hinges to gain entry in accordance to Drawing No KB058/PRASA/DS-002.
- 6.3.28 The contractor shall ensure that for sliding gates, all fittings, brackets and rear wheel tracks shall be standard manufactured products for the intended application in accordance KB058/PRASA/DS-001.

#### 6.3.29 Required submittals for approval post tender award.

- Certificate of compliance for materials and coatings
- Shop drawings for gates
- Quality Control Program

#### 6.3.30 Steel Panels - Post connection strength shall have a minimum of 8-ton shear breaking force.

#### 6.3.31 The steel used for the gates shall pass the Hot Tool intrusion test of 1 (one) hour resistance against Angle Grinder and Acetylene torch.

#### 6.3.32 For corrosion protection - minimum of 550 microns fusion bond polymer composition.

### **6.4 Locking Management and Mechanism Specification**

The following provides a functional description of the key requirements of the proposed locking mechanism. The contractors are expected to provide for the supply, fitment of locks, testing and the commission the locking management system.

In order to safeguard compatibility with other PRASA smart lock systems, the contractor shall be required to seek PRASA's approval prior to the purchase of any locking mechanism. Only systems that are approved in writing by PRASA shall be installed. No locking mechanism will be accepted without written approval from the principal agent.

#### 6.4.1 Physical Characteristics

The lock block should be a heavy-duty, steel casing capable of providing an extreme-security, tamper-resistant, keyless locking system (or similar) with the following features:

- Indicator: LED indicator light (power on & off)
- Interchangeable Lock and Shackle
- Material: hardened steel
- Weather Resistance Rating: IP67
- Working temperature: -10 to +70°C
- Battery Life: not less than 2+ years
- Compatibility: iOS, Bluetooth & Android
- Shackle Thickness:  $\geq 6\text{mm}$  and  $\leq 10\text{mm}$

#### 6.4.2 Smart Lock Capabilities and Functions Required

##### 6.4.2.1 Data Tracking Capabilities

- Real-time Activity log & history
- Tracking locks and creating geo-fences.

- Monitoring and managing audit trails.
- Online monitoring of lock status

#### 6.4.2.2 User Management capabilities

- Lock User access Management
- Customization of access permissions.
- Capability to send notifications.
- Remote User activity management.

#### 6.4.2.3 Control of Locking Mechanism

- Centralised Remote Opening of locks.
- Addition and manage all locks.
- Battery Level Monitoring
- Monitoring and managing of users and group activities.
- Feature for on-site activation of inactive lock.

### 6.5 Quality Assurance

- 6.5.1 Contractors shall submit descriptive literature consisting of detailed technical specifications, construction details and principal dimensions, together with clear illustrations of the equipment offered.
- 6.5.2 Contractors shall submit equipment type test certificates for equipment to be supplied in this contract. These shall be in English.
- 6.5.3 The Project Manager shall be notified timeously for inspection of equipment before it is delivered to site.
- 6.5.4 Samples of wet concrete shall be taken at the delivery points and at the factory production points. One cube shall be taken for crushing and slump testing for every batch of wet concrete at SANAS registered test laboratories.
- 6.5.5 In addition to carrying out relevant tests for concrete given in Clause 7 of SANS 1200G, the contractor shall subject the precast units to tests in accordance with Clause 7.2 of SANS 1200GE.
- 6.5.6 The laboratories and their testing methods testing shall comply to SANS 3001.
- 6.5.7 Testing and Commission schedules shall be provided for all equipment provided under this contract.
- 6.5.8 Method statement of all activities shall be approved by PRASA's project manager.
- 6.5.9 Quality control plan shall be submitted and approved by PRASA's project manager.
- 6.5.10 The Engineer on site may request additional tests to be conducted on all materials and installations that will be supplied and executed by the contractor.

### 6.6 To be Provided by The Contractor

- 6.6.1 The contractor shall provide site books (each in triplicate) to record:
- All incidents as well as the progress of work during the occupation.
  - All instructions pertaining to the technical details of the work being performed at that time.

- 6.6.2 Upon appointment, the contractor shall supply machinery, equipment, material, labour, and consumables, etc. necessary for the undertaking and completion of the works to satisfaction of the client.
- 6.6.3 The client will require conformance documentation for each item of material procured by the contractor for installation used in this contract.
- 6.6.4 All damage caused by the contractor shall be for the contractor's account.
- 6.6.5 The contractor shall be responsible for the safety and protection of his personnel, machinery, equipment, material and partially completed work until the works are handed over to the client.
- 6.6.6 The contractor shall verify the position of all services and all other obstacles and existing works on site. Before commencing construction in any area, the contractor shall verify the positions of services. Where any underground services are shown on the drawings, the contractor shall have the equipment available on site for as long as is necessary to detect and locate such services and, if so ordered, he or she shall excavate by hand to expose such services in areas and in a manner and at a time agreed upon with the technical officer.
- 6.6.7 Protection of cables- Before any excavations take place near identified service cables, the contractor must contact the technical officer. The contractor shall advise the technical officer at least 7 days in advance of the actual date on which to excavate near any cable. The contractor shall not use mechanical equipment to excavate within 3m of the estimated position of identified cable and shall, if necessary, expose the cable by means of hand excavation carried out under proper supervision.
- 6.6.8 Local authorities require contractors to appoint Community Liaison Officers (CLOs) for the working locations during the planning and execution of projects. PRASA shall provide indicative councillor wards boundaries for guidance purposes only. Contractors are required to check and familiarise themselves with the exact ward boundaries.
- 6.6.9 PRASA brings to attention the document from City of Tshwane (CoT) Office of the Speaker "Policy on the Involvement of Communities in Projects". Contractors shall also comply with latest version of this policy as well as other Local Authority requirements on community related matters for the specific work site they are working on. Any other relevant additional information may be obtained from those same Local authorities.
- 6.6.10 The contractor shall supply its own security company to guard his/her site during construction.
- 6.6.11 The security companies to be used by the Contractor shall be PSIRA registered with a valid letter of good standing.
- 6.6.12 Security personnel shall all be PSIRA registered with a clear criminal record and no criminal pending cases.
- 6.6.13 All security personnel utilised on this project shall be South African Citizens.
- 6.6.14 A security induction and vetting will be conducted by PRASA before resumption of their operation on the ground.

- 6.6.15 The contractor's security personnel shall be responsible for safeguarding the contractor's assets. In areas where the contractor removes an existing fence, he shall also be responsible for guarding PRASA's assets at that location until the new fence is fully erected. Contractors shall not be responsible for guarding PRASA assets where no fence currently exists. Bidders are advised to familiarise themselves with the condition of the current fence.
- 6.6.16 No claims of material or losses must be lodged with the client for stolen goods during the construction before the completed work is handed over to PRASA.
- 6.6.17 Furthermore, it is the contractor's responsibility to ensure that valuable materials i.e., existing fence is adequately protected while in transit.
- 6.6.18 The contractor shall make sure that all material is NOT removed from site until it is quantified, logged in the site diary and that it is co-signed by PRASA security representative and moved to a PRASA designated location (i.e., Rebecca Depot.).
- 6.6.19 PRASA reserves the right to conduct ad-hoc inspections to ensure compliance.

## **6.7 Standard of Work and Care for Site**

- 6.7.1 The material utilised under this contract shall be compliant to the various applicable specifications and drawings as listed in this document.
- 6.7.2 Where the specified standards of workmanship and accuracy are not attained, the Contractor shall rectify at own cost within 7 working days.
- 6.7.3 From the date on which the Site is handed over to the Contractor to the date of the issue of a Certificate of Completion, the Contractor shall take full responsibility for the care of the Works and the Employer's Assets on the Site and of all Plant intended for incorporation into the Works and materials on the Site intended for incorporation into the Works.

## **7. PROJECT SPECIFIC TERMS AND CONDITIONS**

The key project conditions for the contract are as follows:

- 7.1 Successful contractors shall be appointed for a period of **18 months**.
- 7.2 PRASA shall dictate the delivery sequence/schedule of the of the Works. This will depend on the PRASA security risk analysis and form part of the signed contract. The contractor shall not change the delivery sequence unless agreed in writing by PRASA.
- 7.3 The contractors shall provide a site-specific construction programme clearly indicating timelines per site within their location.
- 7.4 All contractors shall be required to co-ordinate their contract limits with adjacent contractor. Adjacent contractors will be jointly liable for proper completion of works where they meet, cross, or intersect with other contractors' works.

- 7.5 Contractor shall be required to strictly comply with safety regulations and protocols as set out in section 11 below.
- 7.6 All scope shall be issued as re-measurable contract within the approved rates and will not be subject to contract price adjustments for the duration of the project.
- 7.7 Contractors shall be required to make their own site services arrangements with the relevant authorities.
- 7.8 If underground services are detected during construction, the contractor shall be required to advise the project manager on the type, scale and nature of services as well as the cost and timelines implications that this will have project.
- 7.9 PRASA's project manager will make the final decision on how to respond to the implication on a case-by-case basis.
- 7.10 Contractor will be responsible for making arrangements with local communities for sourcing of local labourers and beneficiation.
- 7.11 Contracts shall be governed JBCC principal agreement edition 6.2 general terms and conditions.
- 7.12 Financial assistance OPTIONS available and appropriate:
- Material off-site: Subject to the inspection and approval of the principal agent. Conditions of such approval to be issued to the successful bidder.
  - Material on-site: Subject to the inspection and approval of the principal agent. Conditions of such approval to be issued to the successful bidder.
  - 10% advance payment: Subject to the provision of an advance payment guarantee from the contractor.

## **8. PROJECT SPECIFIC SAFETY RELATED REGULATIONS**

Governing Regulations shall include:

- Occupational Health and Safety Act No 85 of 1993 as amended.
- PRASA Health and Safety Regulations
- Construction Regulations (Gazette 10113 of 2014)

Refer to Appendix A – Occupational Health and Safety Specifications

- 8.1 All work in this contract shall comply with the Occupational Safety Act, 1993 (Act No: 85 of 1993, National Environmental management 107 of 1997 Act and construction regulation 2014). These items shall all be included in the tendered rates. A copy of the act as well as an approved safety file shall be kept on site for the duration of the project.
- 8.2 The contractor shall be responsible for the safety of personnel on site; a detailed safety plan shall therefore be submitted with the tender offer for evaluation. The following shall also form part of the safety plan:

- 8.3 Transportation of equipment and personnel.
- 8.4 Transportation, storage and handling of hazardous equipment
- 8.5 The site access certificate shall only be issued (to the successful bidder) after the evaluation and approval of the safety file.
- 8.6 The Contractor shall comply with all applicable legislation and PRASA's safety requirements adopted from time to time and instructed by the Project Manager / Technical Officer. Such compliance shall be entirely at the contractor's cost and shall be deemed to have been allowed for in the rates and prices in the contract.
- 8.7 The Contractor shall ensure that a safety officer is always on site.
- 8.8 The Contractor shall report all incidents in writing to the Project Manager / Technical Officer. Any incident resulting in the death of or injury to any person on the works shall be reported within 1 hour of its occurrence and any other incident shall be reported within 24 hours of its occurrence.
- 8.9 The Contractor shall make necessary arrangements for sanitation, water, and electricity at these relevant sites during the installation of the equipment.

## 9. CIDB

This is a construction project and therefore is regulated by the Construction Industry Development Board (CIDB). The class of work for this construction required is grading of 9SQ.

## 10. EVALUATION AND SCORING METHODOLOGY

The evaluation of the Bids by the evaluation committees will be conducted at various levels.

The following levels will be applied in the evaluation:

LEVEL	DESCRIPTION
Verify completeness	The Bid is checked for completeness and whether all required documentation, certificates; verify completeness warranties and other Bid requirements and formalities have been complied with. Incomplete Bids will be disqualified.
Verify compliance	The Bids are checked to verify that the essential RFT requirements have been met. Non-compliant Bids will be disqualified.
Detailed Evaluation of Technical	Detailed analysis of Bids to determine whether the Bidder is capable of delivering the Project in terms of business and technical requirements. <b>The minimum threshold for technical evaluation is [70%], any bidder who fails to</b>

LEVEL	DESCRIPTION
	<b>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
Best and Final Offer	PRASA may go into the Best and Final Offer process in the instance where no bid meets the requirements of the RFT and/or the Bids are to close in terms of points awarded.
Approval	Approval and notification of the final Bidder.

### 10.1 EVALUATION CRITERIA

Interested bidders for this project shall be evaluated in terms of their business credentials, financial standing, empowerment, technical capacity, and experience. The evaluation committee shall use the following Evaluation Criteria depicted in **Error! Reference source not found.** below for the selection of the preferred bidder that shall render professional services and construction management work for the project.

**Table 10-1: Evaluation criteria for the selection of a potential bidder**

EVALUATION CRITERIA	WEIGHTING
<b>Stage 1</b>	<b>Compliance</b>
Stage 1A - Mandatory Requirements	
<b>Stage 2</b>	<b>Technical/Functionality</b>
Technical/Functional Requirements	Threshold of 70%
<b>Stage 3</b>	<b>Price and Specific Goals</b>
Price	90
Specific Goals	10
<b>TOTAL</b>	<b>100</b>

## 10.2 STAGE 1: COMPLIANCE REQUIREMENTS

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

### Stage 1A - Mandatory Requirements

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

**Table 10-2: List of Mandatory Compliance Documents**

No.	DESCRIPTION OF REQUIREMENT	
a.	Completion of ALL RFT documentation (includes ALL declarations).	
b.	Briefing Session Form D. Bidders must also reflect on the Compulsory Briefing Session Attendance Register.	
c.	Signed Joint Venture, Consortium Agreement or Partnering Agreement (whichever is applicable)	
d.	The National Industrial Participation Programme Form (SBD5) must be completed and duly signed.	
e.	Proof of CIDB Grading –9SQ	
f.	Overall staffing and key professional staff must submit proof of qualifications and professional registration as per Section 5.1	

**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.**

**Table 10-3: Basic Compliance**

No.	Description of requirement	
a)	Letter of Good Standing: COID	
b)	A supply of valid SARS Pin	
c)	CSD supplier registration number	

### 10.3 Stage 2: Technical / Functionality Requirements

Qualifying bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum for the technical/functional overall score to qualify for this bid, shall be 70%, as per the standard Evaluation Criteria presented in Table 10.5 below. Bidders who score below this minimum requirement shall not be considered for further evaluation in stage 3.

Details of the technical/functional requirements are presented in the Table 10-4 below.

**Table 10-4: Technical Evaluation Criteria**

ITEM	CRITERIA	MAX score
1	Organizational Experience	40
2	Qualifications and Experience of key personnel	40
3	Project Approach and Methodology	20
	<b>TOTAL</b>	<b>100</b>

#### Technical / Functionality Requirements

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

Details of the scoring methodology presented above are outlined in Table 10-5

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

**Table 10-3: Technical Scoring Methodology**

CRITERIA	WEIGHT	SCORES
Organizational Experience  <i>(N.B. Provide for successfully completed project/s in the following sequence: Copy of an appointment letter/s, description of the project,</i>	40	Score will be based on successfully completed walling projects to the value greater than 9 million rands.  0 points: projects less than 9 million rands 1 point: 1 project.



<p><i>Client name, Client contact (i.e., email and office number), Project start date, project end date, contract value. Furthermore, attach completion certificate signed by client or letter from the client confirming successful completion of the project.)</i></p>		<p>2 points: 2 projects. 3 points: 3 projects. 4 points: 4 projects. 5 points: 5 or more projects.</p>
<p>Technical Experience (based on Submitted CVs) of Key Staff</p> <ol style="list-style-type: none"> <li>1. Team Leader/ Project Manager</li> <li>2. Construction Manager</li> <li>3. Site Supervisor Civil</li> <li>4. Construction Health &amp; Safety Officer.</li> </ol> <p><i>(N.B. Resources will be evaluated and the average score will be calculated.</i></p> <p><i>Formula below will be used to calculate average score; Average Score = ((PM+CM + SP (civil) + CHSO officer)/ 4)</i></p> <p><b>One of each discipline is required</b></p>	40	<p>Detailed CVs of the team members who will be used in completing the works. Years of experience of proposed personnel:</p> <p>0: No relevant CVs provided</p> <p>1: Average less than 2 years' experience for key staff.</p> <p>2: Average greater than 2 less than 4 years' experience for key staff.</p> <p>3: Average greater than 4 less than 6 years' experience for key staff.</p> <p>4: Average greater than 6 less than 8 years' experience for key staff.</p> <p>5: Average of above 8 years' experience for key staff.</p>
<p>Project Approach and Methodology</p> <p><i>(N.B. The project methodology must be in line with the scope of work. Identify the risks associated with the project activities and mitigation measures. Furthermore, clearly show risks and mitigation measures of working on the railway reserve)</i></p> <p><i>Elements: Identification of risks and mitigation, Work breakdown of activities, sequencing of wall installation steps, Quality assurance, Transportation, Scaffolding, Plant and equipment, Temporary structural supports, barricading and securing of work, Accommodation of traffic. Adherence to Safety Requirements.</i></p> <p><i>Method statement should clearly separate offsite production of panels and onsite installation activities.</i></p>	20	<p><b>Score will be allocated as follows:</b></p> <p>0: No information provided</p> <p>1: 3 or less elements of the method statement</p> <p>2: 4 elements of the method statement.</p> <p>3: 5 elements of the method statement.</p> <p>4: 6 elements of the method statement.</p> <p>5: 7 or more elements of the method statement.</p>

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

#### 10.4 STAGE 3: PRICING AND SPECIFIC GOALS

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

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

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 below table as may be supported by proof/ documentation stated in the conditions of this tender:

The maximum points for this tender are allocated as follows:

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

##### 10.4.1 PRICING

Formulae for Procurement of Goods and Services Points Awarded for Price

#### THE 90/10 PREFERENCE POINT SYSTEMS

A maximum of 90 points is allocated for price. The following formula, stipulated in the approved PRASA conditions of contract, shall be used by the Bid Evaluation Committee to allocate scores to the interested bidders on pricing:

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

Were

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

$P_t$  = Rand value of tender under consideration

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

The minimum qualifying criterion for pricing is 90 points as per the standard Evaluation Criteria presented in Table 10.1.

#### 10.4.2 POINTS AWARDED FOR SPECIFIC GOALS

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)	Evidence
Company B-BBEE (Level 3 or less)	5		BBBEE Certificate issued by an approved agency certified by SANAS.
Company Black Women Ownership	5		Certified copy of ID Documents of the owner.

Subject to section 2(1)(f) of the Act, the contract must be awarded to the tenderer scoring the highest points.

### 11. THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

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 after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme. Bidders are therefore required to complete SBD 5 to give effect to the above. **Bidders who do not complete this form will be automatically disqualified.**

## **SECTION 4**

### **PRICING AND DELIVERY SCHEDULE**

Respondents are required to complete the Pricing Schedule/ BOQ 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 RFT;
  - 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 RFT; 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 RFT.
  - 1.8.4 If a market-related price is not agreed with the Respondent scoring the third highest points, PRASA must cancel the RFT.

#### **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

**REQUEST FOR TENDER – THE APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF A PROTECTIVE BARRIER WALL WITH GATES & BARBED WIRE BETWEEN LEBALENG (LEFT), AROUND MABOPANE BALLOON TO KOPANONG (RIGHT) REFERRED TO WORK PACKAGE 4 ALONG THE MABOPANE CORRIDOR.**



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National Treasury e-Tender Publication Portal, ([www.etenders.gov.za](http://www.etenders.gov.za)) , [the other medium used to advertise the bid i.e CIDB](#) as required per National Treasury Instruction Note 09 of 2022/2023.

### **3 PERFORMANCE BOND**

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 3**.

### **4 OWNERSHIP OF DESIGN**

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

### **5 SERVICE LEVELS**

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

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

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

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

Random checks on compliance with quality/quantity/specifications

On time delivery.

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

**REQUEST FOR TENDER – THE APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF A PROTECTIVE BARRIER WALL WITH GATES & BARBED WIRE BETWEEN LEBALENG (LEFT), AROUND MABOPANE BALLOON TO KOPANONG (RIGHT) REFERRED TO WORK PACKAGE 4 ALONG THE MABOPANE CORRIDOR.**



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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 RFT 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.

**REQUEST FOR TENDER – THE APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF A PROTECTIVE BARRIER WALL WITH GATES & BARBED WIRE BETWEEN LEBALENG (LEFT), AROUND MABOPANE BALLOON TO KOPANONG (RIGHT) REFERRED TO WORK PACKAGE 4 ALONG THE MABOPANE CORRIDOR.**

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## 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:** \_\_\_\_\_

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**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, where applicable, for the duration of any contract emanating from this RFT. 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 RFT 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 RFT, 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 RFT 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 RFT 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 RFT was unclear but in respect of which he/she failed to obtain clarity.

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The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFT documents included in the RFT 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 \_\_\_\_\_

\_\_\_\_\_

2 \_\_\_\_\_

\_\_\_\_\_

Name \_\_\_\_\_

\_\_\_\_\_

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

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

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

**REQUEST FOR TENDER – THE APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF A PROTECTIVE BARRIER WALL WITH GATES & BARBED WIRE BETWEEN LEBALENG (LEFT), AROUND MABOPANE BALLOON TO KOPANONG (RIGHT) REFERRED TO WORK PACKAGE 4 ALONG THE MABOPANE CORRIDOR.**

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## **10 GENERAL CONDITIONS**

### **10.1 ALTERNATIVE BIDS – NOT APPLICABLE FOR THIS TENDER**

Bidders may submit alternative Bid only if a main Bid, strictly in accordance with all the requirements of the RFT is also submitted. The alternative Bid is submitted with the main Bid together with a schedule that compares the requirements of the RFT 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 RFT.

### **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 RFT and Bidders response, this RFT and its briefing notes shall take precedence.

### **10.4 RESPONSE TO RFT-CONFIDENTIALITY**

Response to RFTs 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 RFT, PRASA shall deem the response to RFT to have waived any right to confidentiality and treat such information as public in nature.

Where a Bidder at any stage during the RFT Process indicates to PRASA that information or any response to RFT requested from PRASA is or should be treated confidentially, PRASA shall treat such information or response to RFT confidentially, unless PRASA believes that to ensure the

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transparency and competitiveness of the RFT Process the content of the information or response to RFT 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 RFT 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 RFT 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 RFT would prejudice the competitiveness and transparency of the RFT 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 RFT 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 RFT and the legal ability of PRASA to release such information; or
  - iii. refrain from releasing the information and/or response to RFT, in which event PRASA shall not take account of the contents of such information in the evaluation of the relevant response to RFT.

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.

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#### 10.5 RESPONSE TO THE RFT – RFT DISQUALIFICATION

Responses to RFT which do not comply with the RFT requirements, formalities, terms and conditions may be disqualified by PRASA from further participation in the RFT 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 RFTs, 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 RFT's status and to prohibit such Response to RFT, 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 RFT 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 RFT. The Bidder is advised to seek qualified advice regarding insurance.

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#### **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 RFT, 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 RFT.

#### **10.9 CONFLICT OF INTEREST**

No Bidder member, subcontractor or advisor of the response to RFT may be a member of or in any other way participate or be involved, either directly or indirectly in more than one response to RFT or response to RFT 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 RFT. 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 RFT, no advisors or the Contractor/s or Consortium/s to any response to RFT, consortium member or subcontractor may fulfil the role of arranger, underwriter and/or lead bank to the response to RFT. PRASA may disqualify the response to RFT 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 RFT –

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

any agreement, arrangement or understanding or any such like for the purpose of, with the intention to, enter into collusive Biding or with reasonable appreciation that, collusive any agreement, arrangement or understanding or any such like may result in or have the effect of collusive Biding. The Bidder undertakes that in the process of the Bid but prior to PRASA awarding the Bid to a preferred bidder become involved in or be aware of or do or caused to be done any agreement, arrangement or understanding or any such like for the purpose of or which may result in or have the effect of a collusive Bid, the Bidder will notify PRASA of such any agreement, arrangement or understanding or any such like.; or

- offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing, or having caused to be done any act or omission in relation to the RFT Process or any proposed response to RFT (provided nothing contained in this paragraph shall prevent a response to RFT 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 RFT 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 RFT.
- 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 RFT, 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 RFT against the RFT 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 RFT Process.
- iii. Where PRASA is satisfied that the changes requested under (i) above are reasonable and material, the response to RFT, shall be allowed to effect the required changes and PRASA shall reassess the response to RFT against the RFT requirements and criteria.

#### **10.12 COSTS OF RESPONSE TO THE RFT 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 RFT and reserves the right not to return to them such samples and to dispose of them at its discretion.

#### **10.13 RESPONSE TO THE RFT WARRANTY**

Bidders must provide a warranty as part of their Responses to RFT that their Responses to RFT 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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## 11 CONDITIONS OF TENDER

### General

Actions	<p>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.</p>
Interpretation	<p>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.</p> <p>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.</p> <p>4 The Conditions of Tender and the Scope of work/ specification shall form part of any contract arising from this invitation to tender.</p>
Communication	<p>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>.</p>
PRASA's rights to accept or reject any tender	<p>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</p>

*tenderer* for such cancellation and rejection, but will give reasons for the action. PRASA reserves the right to accept the whole or any part of any tender.

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

### **Tenderer's obligations**

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

- |   |   |   |
|---|---|---|
| <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                        |

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are not attached but which are incorporated into the *tender documents* 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 RFT 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> .   |
| <b>Insurance</b>                                 | 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.  |
| <b>Pricing the tender</b>                        | 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> .  |

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- 12 Show Value Added Tax (VAT) payable by PRASA separately as an addition to the tendered total of the prices.
- 13 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the *conditions of contract*.
- 14 State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Scope of work/ specification. The selected *conditions of contract* may provide for part payment in other currencies.
- Alterations to documents** 15 Not make any alterations or an addition to the tender documents, except to comply with instructions issued by PRASA's *Representative* or if necessary to correct errors made by the *tenderer*. All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like.
- Alternative tenders** 16 Submit alternative tenders only if a main tender, strictly in accordance with all the requirements of the *tender documents* is also submitted. The alternative tender is submitted with the main tender together with a schedule that compares the requirements of the *tender documents* with the alternative requirements the *tenderer* proposes. – **Not applicable for this tender.**
- 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.

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- Submitting a tender 18 Submit a tender for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Scope of work/ specification.
- NOTE: 19 **Return the completed and signed *PRASA Tender Forms and SBD forms provided with the tender. Failure to submit all the required documentation will lead to disqualification***
- 20 **Submit the tender as an original plus 1 copy and 2 copies of the electronic version which should be contained in Memory Cards clearly marked as Volume 1 and 2 in the Bidders name as stated in the RFT and provide an English translation for documentation submitted in a language other than English. Tenders may not be written in pencil but must be completed in ink.**
- 21 Sign and initial the original and all copies of the tender where indicated. PRASA will hold the signatory duly authorised and liable on behalf of the *tenderer*.
- 22 Seal the original and each copy of the tender as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside PRASA's address and invitation to tender number stated in the Scope of work/ specification, **as well as the *tenderer's name and contact address***. Where the tender is based on a two envelop system tenderers should further indicate in the package whether the document is **envelope / box 1 or 2**.
- 23 Seal original and copies together in an outer package that states on the outside only PRASA's address and invitation to tender number as stated in the Scope of work/ specification. The outer package should be marked "CONFIDENTIAL"

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- 24 Accept that PRASA will not assume any responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

Note:

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

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

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

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

**Closing time**

- 25 Ensure that PRASA has received the tender at the stated address with the Scope of work / specification no later than the *deadline for tender submission*. Proof of posting will not be taken by PRASA as proof of delivery. PRASA will not accept a tender submitted telephonically, by Fax, E-mail or by telegraph unless stated otherwise in the Scope of work/ specification.
- 26 Accept that, if PRASA extends the *deadline for tender submission* for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

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- |   |   |
|---|---|
| <b>Tender validity</b>                          | <p>27 Hold the tender(s) valid for acceptance by PRASA at any time within the <i>validity period</i> after the <i>deadline for tender submission</i>.</p> <p>28 Extend the <i>validity period</i> for a specified additional period if PRASA requests the <i>tenderer</i> to extend it. A <i>tenderer</i> agreeing to the request will not be required or permitted to modify a tender, except to the extent PRASA may allow for the effects of inflation over the additional period.</p>   |
| <b>Clarification of tender after submission</b> | <p>29 Provide clarification of a tender in response to a request to do so from PRASA's <i>Representative</i> during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by PRASA's <i>Representative</i> to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the <i>tenderer</i> as corrected by PRASA's <i>Representative</i> with the concurrence of the <i>tenderer</i>, shall be binding upon the <i>tenderer</i></p> |
| <b>Submit bonds, policies etc.</b>              | <p>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>.</p> <p>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.</p> <p>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.</p>             |

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Fulfil BEE requirements 33 Comply with PRASA's requirements regarding BBEE Suppliers, where applicable.

**PRASA'S UNDERTAKINGS**

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

- Respond to clarification 1 Respond to a request for clarification received earlier than the *closing time for clarification of queries*. The response is notified to all *tenderers*.
- Issue Addenda 2 If necessary, issue to each *tenderer* from time to time during the period from the date of the Letter of Invitation until the *closing time for clarification of queries*, Addenda that may amend, amplify, or add to the *tender documents*. If a *tenderer* applies for an extension to the *deadline for tender submission*, in order to take Addenda into account in preparing a tender, PRASA may grant such an extension and PRASA's *Representative* shall notify the extension to all *tenderers*.
- Return late tenders 3 Return tenders received after the *deadline for tender submission* unopened to the *tenderer* submitting a late tender. Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission.
- Non-disclosure 4 Not disclose to *tenderers*, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract.
- Grounds for rejection 5 Consider rejecting a tender if there is any effort by a *tenderer* to influence the processing of tenders or contract award.

**REQUEST FOR TENDER – THE APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF A PROTECTIVE BARRIER WALL WITH GATES & BARBED WIRE BETWEEN LEBALENG (LEFT), AROUND MABOPANE BALLOON TO KOPANONG (RIGHT) REFERRED TO WORK PACKAGE 4 ALONG THE MABOPANE CORRIDOR.**



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

**REQUEST FOR TENDER – THE APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF A PROTECTIVE BARRIER WALL WITH GATES & BARBED WIRE BETWEEN LEBALENG (LEFT), AROUND MABOPANE BALLOON TO KOPANONG (RIGHT) REFERRED TO WORK PACKAGE 4 ALONG THE MABOPANE CORRIDOR.**



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- If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected.
- Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the *tenderer's* addition of prices, the total of the Prices, if any, will be corrected.

12 Reject a tender if the *tenderer* does not accept the corrected total of the Prices (if any).

**Evaluating the tender**

13 Evaluate responsive tenders in accordance with the procedure stated in the RFT / Scope of work/ specification. The evaluated tender price will be disclosed only to the relevant PRASA tender committee and will not be disclosed to *tenderers* or any other person.

**Clarification of a tender**

14 Obtain from a *tenderer* clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.

**Acceptance of tender**

15 Notify PRASA's acceptance to the successful *tenderer* before the expiry of the *validity period*, or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between PRASA and the successful *tenderer*.

**REQUEST FOR TENDER – THE APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF A PROTECTIVE BARRIER WALL WITH GATES & BARBED WIRE BETWEEN LEBALENG (LEFT), AROUND MABOPANE BALLOON TO KOPANONG (RIGHT) REFERRED TO WORK PACKAGE 4 ALONG THE MABOPANE CORRIDOR.**



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- |   |    |   |
|---|----|---|
| <b>Notice to unsuccessful tenderers</b> | 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.  |
| <b>Prepare contract documents</b>       | 17 | Revise the contract documents issued by PRASA as part of the <i>tender documents</i> to take account of <ul style="list-style-type: none"> <li>• Addenda issued during the tender period,</li> <li>• inclusion of some of the <i>tender returnables</i>, and</li> <li>• other revisions agreed between PRASA and the successful <i>tenderer</i>, before the issue of PRASA's notice of acceptance (of the tender).</li> </ul> |
| <b>Issue final contract</b>             | 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.  |
| <b>Sign Form of Agreement</b>           | 19 | Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of PRASA's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party shall comply with the request.   |
| <b>Provide copies of the contracts</b>  | 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.   |